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 9700 Culver Boulevard, Culver City, CA 90232

April 26, 2011

Persons in the audience during the meeting of the Board of Education are asked not to talk during presentations or the meeting. If conversation with another person needs to take place, please do so outside the Board Room so as not to disrupt others or the meeting. Please make sure your cell phone is turned off or silenced at this time.

PRESENTATIONS AND PUBLIC COMMENTS

Persons wishing to address the Board on any item on the agenda will be granted three (3) minutes at the time the item appears on the agenda. In the 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.

The meeting was called to order by	, at
Roll Call – Board of Trustees	
Scott Zeidman, Esq., President	
Karlo Silbiger, Vice President	
Katherine Paspalis, Esq., Clerk	
Patricia Siever, Professor, Member	
Steven Gourley, Member	

3. RECESS TO CLOSED SESSION

- 3.1 Public Employee Performance Evaluation (Pursuant to GC §54957) Superintendent Evaluation
- 3.2 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54947)

- 3.3 Conference with Labor Negotiator (Pursuant to GC §54957.6)
 Agency Designated Representatives: Leslie Lockhart, Director of Human Resources; Ali Delawalla, Assistant Superintendent Business Services; and Patricia Jaffe, Superintendent
 Employee Organizations: Culver City Federation of Teachers (CCFT);
 Association of Classified Employees (ACE); and Management Association of Culver City Schools (MACCS)
- 3.4 Anticipated Litigation (Pursuant to Subdivision (b) of GC §54956.9)
- Public Appointment/Employment (Pursuant to GC §54947)
 Certificated Personnel Services Report No. 18
 Classified Personnel Services Report No. 18

4. <u>ADJOURNMENT OF CLOSED SESSION</u>

- 5. REGULAR MEETING -7:00 p.m.
 - 5.1 Roll Call Board of Trustees Scott Zeidman, Esq., President Karlo Silbiger, Vice President Katherine Paspalis, Esq., Clerk Patricia Siever, Professor, Member Steven Gourley, Member
 - 5.2 Flag Salute
- 6. PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN BY THE BOARD IN CLOSED SESSION
- 7. <u>PUBLIC HEARING</u>
 - 7.1 Petition for Innovate! Charter School
- 8. <u>ADOPTION OF AGENDA</u>

Recommendation is made that	at the agenda be adopted as submitted
Motion by	Seconded by
Vote	

9. CONSENT AGENDA

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

9.1 Approval is Recommended for the Minutes of Special Meeting – March 16, 2011; Minutes of Regular Meeting – March 22, 2011; Minutes of Special Meeting – April 12, 2011

- 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. 18
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 18
- 9.6 Acceptance of Enrollment Report
- 9.7 Approval is Recommended for the Single Plan for Student Achievement –
 Linwood E. Howe Elementary School
- 9.8 Approval is Recommended for the Proclamation in Recognition of Teacher Appreciation Week (May 2-6, 2011)

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 American Citizenship Awards
- 10.2 Spotlight on Education Linwood E. Howe Elementary School

11. PUBLIC RECOGNITION

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

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

12. <u>INFORMATION ITEMS</u> - None

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.

13. RECESS (10 Minutes)

14. <u>ACTION ITEMS</u>

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 - None 14.2 **Education Services Items** 14.2a Approval is Recommended for New Course at Culver City High School -ROP Hospitality, Event Planning Motion by _____ Seconded by _____ Vote 14.2b Approval is Recommended for New Course at Culver City High School -**ROP Small Business Management** Motion by _____ Seconded by _____ Vote _____ 14.3 **Business Items** 14.3a Approval is Recommended for Wildwood Lease Motion by _____ Seconded by _____ Vote _ ____ 14.3b Approval is Recommended for Budget Reductions Motion by _____ Seconded by ____ Vote ____ 14.3c Approval is Recommended for Budget Revisions to the General Fund Motion by _____ Seconded by ____ Vote ____ 14.4 Personnel Items 14.4a Approval is Recommended for Resolution #27/2010-2011 (HR), Implementing Certificated Layoff (Terminating Services of Certificated Employees), and Providing Direction to Issue Notifications to Employees Whose Services are Terminated Motion by _____ Seconded by _____ Vote_ 14.4b Approval is Recommended for Resolution #28-2010/2011 (HR), Regarding Layoff of Classified Personnel Motion by _____ Seconded by ____ Vote _____ 14.4c Approval is Recommended for Resolution #29-2010/2011 (HR), Regarding Layoff/Reduction of Classified Personnel Motion by _____ Seconded by _____ Vote _____ 14.4d Approval is Recommended for Resolution #30-2010/2011 (HR), Regarding Layoff/Reduction of Classified Supervisory Personnel

Vote ____

Motion by _____ Seconded by _____

	14.4e	Approval is Recor Regarding Layoff	nmended for Resolution #31 of Classified Personnel	-2010/2011 (HR),
	Motio	on by	Seconded by	Vote
	14.4f	Approval is Recon Regarding Layoff	nmended for Resolution #32 of Classified Personnel	-2010/2011 (HR),
	Motio	on by	Seconded by	Vote
	14.4g	Approval is Recon Regarding Layoff/	nmended for Resolution #33 Reduction of Classified Pers	-2010/2011 (HR), connel
	Motio	on by	Seconded by	Vote
15.	BOAR	RD BUSINESS		
	15.1 15.2		ing Board Goals and Object ing Traffic Issues on Elenda	
16.	<u>ADJO</u>	URNMENT		
	Motion	ı 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

May 10 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place May 24 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), City Hall Chambers, 9100 Culver Boulevard

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

7.1 <u>Petition for Innovate! Charter School Petition</u>

The Board will hold a public hearing on the provisions of the charter, to consider the level of support for the petition by District teachers, employees and parents.

Education Code 47605(b) sets forth the process for consideration of a petition to establish a charter school and provides that within 30 days of the governing board's receipt of a charter petition, the board must hold a public hearing on the provisions of the charter proposal, at which time the governing board of the district shall consider the level of support for the petition by the teachers employed by the district, other employees of the district, and parents. The Board received the petition at the Board Meeting on January 25, 2011.

The statute further provides that the governing board must make a determination whether to grant or deny the charter petition within 60 days of its receipt of the petition.

CULVER CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION UNADOPTED MINUTES

Meeting:

Special Meeting

March 16, 2011

Patricia W. Jaffe, Interim Superintendent

Place:

Culver City Middle School

Date: Time:

4:30 p.m. - Public Meeting

4601 Elenda Street Culver City 90230

4:31 p.m. - Closed Session 4:40 p.m. - Public Meeting

Board Members Present

Scott Zeidman, Esq., President Karlo Silbiger, Vice President Katherine Paspalis, Esq., Clerk

Ali Delawalla

Staff Members Present

Patricia Siever, Professor, Member

Steven Gourley, Member

Call to Order

Board President Mr. Zeidman called the meeting of the Culver City Unified School District Board of Education to order at 4:30 p.m. The Board adjourned to Closed Session at 4:31 p.m. and reconvened the public meeting at 4:45 p.m. with all Board members in attendance. Mr. Jon Pearson led the Pledge of Allegiance.

Report from Closed Session

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

8. Adoption of Agenda

It was moved by Mr. Gourley and seconded by Ms. Paspalis that the Board adopt the March 16, 2011 agenda as presented. The motion was unanimously approved.

9. Action Items

9.1 Approval of Contract for Employment of Superintendent for Culver City Unified School District David Mielke stated that he felt the District had the right candidate for Superintendent and at the right time. He felt that the concern from the union was about the base salary being offered. Mr. Mielke expressed that the current climate is a desperate climate, and that the base salary being offered to Mrs. Jaffe would be the least amount offered to the next Superintendent. He encouraged the Board to think about the compensation. Kelly Nolan thanked the Board for listening to everyone that supported Mrs. Jaffe. Doyle Hanks stated that his understanding was that the previous Superintendent made more than Mrs. Jaffe. Claudette DuBois stated that the Board has done a great thing by hiring Mrs. Jaffe and she is the best. Ms. DuBois stated it was nice to have someone that visits the classrooms, and she questioned the Board about cutting just teachers and not administration. Barbara Perello spoke on behalf of the Association of Classified Employees and stated that it has been a long time since the District had a Superintendent that comes to visit and knows the employees by name. Jerry Chabola stated that it is a great thing that is happening. He commented that the District is going to face difficult times and he hopes everyone bands together. Michael Laase extended her congratulations to Mrs. Jaffe and thanked the Board for listening. She knows that Mrs. Jaffe will be great. Mark Gottlieb joked that Mrs. Jaffe was becoming Superintendent as he was retiring. He spoke about his interview experience with Mrs. Jaffe and how he was treated with such respect. Mr. Gottlieb expressed how he loved Mrs. Jaffe both personally and professionally, and wished her good luck. Audrey Stephens spoke on behalf of the Management Association of Culver City Schools and expressed that Mrs. Jaffe has always been part of the team and the association was very blessed to have her as the Superintendent. She stated that MACCS welcomes her. Ms. Scott-Moore stated that she feels very fortunate to have been a middle school teacher when Mrs. Jaffe was principal. As a new teacher she was so happy to work with Mrs. Jaffe. Ms. Scott-Moore expressed that Mrs. Jaffe has demonstrated caring not just in words, but in deed. Mr. Silbiger thanked everyone for coming and sharing their thoughts. He shared his memories of Mrs. Jaffe from when he was a student at the middle school. Mr. Silbiger stated that he can see the difference between the previous Superintendent and Mrs. Jaffe, and he felt that the morale of staff is much

better. Mr. Silbiger stated that he spent his furlough day looking at salary figures. He estimated that the difference in the salary for Mrs. Jaffe and the previous Superintendent was negligible, and he stated that it was tough for the Board to ask for concessions from the unions with the salary being offered. Mr. Silbiger asked the Board President if the votes could be separated, one vote for the salary and another vote to hire Mrs. Jaffe for Superintendent. Ms. Siever wanted to say that she was concerned that the Board made the decision to consider Mrs. Jaffe in the middle of the search process. Ms. Siever stated that she absolutely respects Mrs. Jaffe and sees how much she has given to the District. She likes Mrs. Jaffe a lot, and added jokingly it was because they both wear black. Ms. Siever also stated that she was proud to be on the Board. She requested to correct the Minutes where it stated that she commented that she was "lucky" to be on the Board. She would like it corrected to state that she commented she was "honored." Ms. Siever wanted to clarify that she absolutely loves Mrs. Jaffe and there was never anything personal against her. Mr. Silbiger stated that he was pleased to support Mrs. Jaffe, and in her term as Interim Superintendent Mrs. Jaffe has shown that she is more than capable to serve as Superintendent. He approves of Mrs. Jaffe, but not the contract. Mr. Zeidman apologized for not splitting the vote, but that he did not want to mess up the vote by changing the motions. Mr. Zeidman spoke about how the Board came up with the salary. He spoke about the eight other Districts that he researched and what was in their Superintendent's contracts, and provided an illustration of those amounts in comparison to what was offered to Mrs. Jaffe. Mr. Zeidman stated that he supports Mrs. Jaffe and the contract. Mrs. Jaffe stated that the experience was amazing. She said that she started in the District as an Instructional Aide in Special Education, and thanked the Board. She was truly honored. Mrs. Jaffe thanked the students, teachers, administration, staff, and everyone that has supported her.

It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board approve the Contract for Employment for Patricia W. Jaffe as presented. The motion was approved with a vote of 4 - Ayes and 1 - Nay from Mr. Silbiger.

Adjournment

There being no further business, it was moved by Ms. Paspalis, seconded by Ms. Siever and unanimously approved to adjourn the meeting. Board President Mr. Zeidman adjourned the meeting at 5:19 p.m. in memory of those lives lost and those still suffering in the wake of the Japan tsunami.

Approved:		
	Board President	Superintendent
On:		
	Date	Secretary

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

Meeting:

Regular Meeting

Date:

March 22, 2011

Place:

City Hall

Time:

6:00 p.m. - Public Meeting

Mike Balkman Chambers 9100 Culver Boulevard

6:01 p.m. - Closed Session 7:00 p.m. - Public Meeting

Culver City 90232

Board Members Present

Scott Zeidman, Esq., President Karlo Silbiger, Vice President

Katherine Paspalis, Esq., Clerk Patricia Siever, Professor, Member

Steven Gourley, Member

Staff Members Present

Patricia W. Jaffe, Interim Superintendent

Ali Delawalla

Gwenis Laura, Ed.S.

Call to Order

Board President Mr. Zeidman 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 7:04 p.m. with all Board members in attendance. Gustavo Cruz led the Pledge of Allegiance.

Report from Closed Session

Mr. Zeidman 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.

Adoption of Agenda

Mr. Zeidman moved to amend the agenda by moving 10.1 to the top of the agenda. The motion was seconded by Ms. Paspalis. The motion was unanimously approved to adopt the March 22, 2011 agenda as amended.

10. Awards, Recognitions and Presentations

AVPA Recognition/Music, Dance and Theater

Ms. Laura introduced Dr. Tony Spano, Music Director and Co-Executive Director of the AVPA. Dr. Spano thanked the Board for inviting the AVPA students to be at the meeting and for their recognition. He took the opportunity to thank and acknowledge on behalf of the other AVPA Directors, Mrs. Jaffe, and the District administration and staff; Mrs. Pam Magee, high school administration and staff; the AVPA, Founding Sponsor Janice Pober and Sony Entertainment, and Kathy McConkey. Ms. Laura introduced the students involved with the AVPA music, dance, and theater, and asked them to come before the Board to be acknowledged.

9. Consent Agenda

Mr. Zeidman called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. David Mielke requested that item 9.2 be withdrawn. Ms. Siever requested that item 9.1 and 9.5 be withdrawn. It was moved by Ms. Paspalis and seconded by Ms. Siever to approve Consent Agenda Items 9.3, 9.4, 9.6 and 9.7 as presented. The motion was unanimously approved.

- 9.3 Acceptance of Gifts Donations
- 9.4 Certificated Personnel Reports No. 16
- 9.6 Acceptance of Enrollment Report
- 9.7 Single Plan for Student Achievement Culver City Middle School

9.1 Approval is Recommended for the Minutes of Regular Meeting - March 8, 2011

Ms. Siever requested on page 90 to change the word from "revisions" to "corrections."

9.2 Approval is Recommended for Purchase Orders and Warrants

Mr. Mielke questioned how many students were included in the item mentioned in PO#55803, and for how long. Mr. Delawalla did not have the number of students, but explained it was for a year's services for an occupational therapist. Mr. Mielke referenced PO#56433 to Maleman Inc. Mr. Mielke recommended not paying a P.R. Consultant, and to have the Superintendent write updates to the community. Regarding PO#56435, Mr. Mielke suggested having someone in-house provide this service. Ms. Siever commented on the special education charges on pages two and three. She was curious to know why the three SELPA districts could not come together to try to save money. Mrs. Jaffe explained that the SELPA Directors are having a meeting on Thursday to discuss some ideas. Mrs. Jaffe added that in regards to Therapy West the District was looking at opening up its own occupational clinic.

9.5 Approval is Recommended for the Classified Personnel Reports No. 16

Ms. Siever withdrew this item to thank Mr. Delawalla and his staff for providing a summary with the report. Mr. Delawalla stated that the credit was actually due to Mrs. Lockhart and her staff in Human Resources.

It was moved by Ms. Siever and seconded by Ms. Paspalis to approve Consent Agenda Items 9.1 as amended, and 9.2 and 9.5 as presented. The motion was unanimously approved.

11. Public Recognition

11.1 Superintendent's Report

Mrs. Jaffe stated that the Board would be hearing a presentation on the Second Interim which she thought was important for everyone to have a clear picture of the financial condition of the District. She reported on her attendance at AVPA's performance of "Urinetown" and commended the students and staff for all of their hard work. Mrs. Jaffe also reported on her attendance along with Mrs. Pam Magee, and Ms. Janice Pober from Sony, at LACMA on March 17th for a tour. The tours were led by three AVPA art students who are interns at LACMA. All of the students did an outstanding job. She extended congratulations to the high school for their honor of being placed on the AP Achievement List as a 2010-2011 AP Achievement School. Mrs. Jaffe also informed the Board that the administration and staff are gaining prominence as many are being asked to make presentations at conferences to discuss topics such as closing the achievement gap, and other topics that the District has excelled in.

11.2 Assistant Superintendents' Reports

Ms. Laura reported on her attendance at AVPA's presentation of "Cootie Shots" and thought it was great. It will be performed at all of the elementary schools and discusses the topic of bullying. Students were able to interact with the actors and it was enjoyed by all. This month is R-30 month which means that the District is required to report the languages spoken by the students.

11.3 Student Representatives' Reports

Culver City High School Student Representative/Student Board Member

Jamie MacIntosh, Student Board Member, reported on activities at Culver City High School, including tonight's Food Fundraiser of which she extended an invitation to all; the success of the sold-out Sadie Hawkins Dance; the Spring Break vacation coming up next week; a yard sale on April 23rd on the Senior Lawn; the last Blood Drive of the year taking place on April 22nd; the Multi-cultural Assembly was very successful; currently having a fundraiser for the water crisis; Global Awareness Week was this week; a fundraiser in all of the classrooms for the Japan tsunami; Springfest will take place on May 26th; and Shadow Day will be this Thursday where students get to follow someone in an occupation that they are interested in.

Culver Park Student Representative

Sandra Maldonado, Culver Park High School Student Representative, reported on activities at Culver Park High School, including Student Council working on a Shoes for Souls project to provide shoes for people in need. Students are also researching on how they can help the victims in Japan not only with money, but other necessities that are needed. Miss Maldonado also reported that students are working very hard, and juniors are finishing classes quickly. At least two juniors will be graduating with the senior class this year. Competition

Finals for the Student of the Year are this week and Miss Maldonado is representing Culver Park. The results will be in after Spring Break.

Middle School Student Representative

Sophia Greenberg, Culver City Middle School Student Representative, reported on activities at Culver City Middle School, including the activities that the students are doing to raise awareness regarding the disaster in Japan; an update on the Jog-A-Thon which has raised \$27,000; cheerleader tryouts in April; students are going on a trip to Boston; and the CCMS Idol finalists performing on Friday. The winners will get a \$50 Visa Card to spend, second place will get \$25, and third place winners will get \$15.

11.4 Members of the Audience

Members of the audience spoke about:

- Kelly Nolan commented on the teacher layoffs. She stated that she has been laid off four times in the five years she has worked in the District as a teacher, and each time she was brought back. She thanked the Board and the administration for always having a job for her to come back to, and stated that she has confidence that the Board will find a way to bring back the teachers that are laid off. Ms. Nolan also stated that she was not in support of cutting the administrative positions. She stated that administration is her support and some of the positions keep her safe. She suggested doing "across the Board" pay cuts where everyone feels the pain. Ms. Nolan stated that she feels she has a home in Culver City, and she thanked Mr. Mielke, the Board, and the administration.
- David Mielke wanted to publicly congratulate Mrs. Jaffe on her appointment as Superintendent. He stated that his only issue was with the salary that was in her contract. Mr. Mielke stated that the package offered to Mrs. Jaffe, including longevity, was not available on the website. He thinks it is important that the community has accurate information. Mr. Mielke stated that cutting the teachers and cutting the school year is not good.
- Jody Reichel wanted to let the Board know about the PTA Sacramento Safari Delegation trip. The safari is a chance for PTA members to learn about legislation. The trip was very educational, and also fascinating to hear from other students on what is happening in their districts. She thanked the Board and everyone in administration for working so hard with so little. Ms. Reichel urged everyone to write their legislators and representatives to urge them to extend the taxes that were set to expire.
- Janet Chabola stated that it seems to be easy say to get rid of administrators, but they are glue that
 holds the District together. Administrators work nights and weekends and a lot of times teachers are
 not expected to work night and weekend duty. Mrs. Chabola read an article titled "Knowledge" that
 spoke about the roles and responsibilities of middle managers and intermediaries. She stated that she
 is not in agreement of cutting administrators.
- Jerry Chabola stated that he would like to see CBAC reestablished. After attending some of the budget meetings he quickly realized that many in attendance did not have a lot of knowledge on the budget. He thanked the AYSO Program for their work they did on the fields before the rains came. Mr. Chabola also thanked the Culver City Rotary for sponsoring the Culver City High School Track Invitational. He said it was quite successful. The pancake breakfast proceeds went to the Culver City Diversion Program. He also thanked all of the coaches for all of their hard work and for making this year a great year.
- Brad Hodge stated that he thought education was supposed to be an inverse pyramid with the students at the top. Unfortunately education has turned the pyramid around and students seem to be at the bottom. Mr. Hodge stated it that it troubles him that people expect teachers to pay for public education at of their pocket. He feels that that is what the Board is asking teachers to do by asking them to take pay cuts. Mr. Hodge stated that he participated in all of the surveys that took place regarding a parcel tax, and reminded Culver City that the first amount considered for a parcel tax was \$250 and the amount kept going down until it was \$96. The residents have agreed to pay the \$96 and the Board is asking teachers to take a pay cut. He did not think that made sense and urged the Board to maybe take a look at raising the parcel tax.

11.4 Members of the Board

Board Members spoke about:

- Mr. Silbiger thanked everyone who made it possible for Board meetings to be held at City Hall. He reported on his attendance at the production of "Urinetown" and stated that the only thing he did not enjoy was sitting on the seats at Robert Frost. He is anticipating the start of the renovations for the auditorium. He reported on the Culver City Youth Health Center event and thanked Mr. Zeidman and Ms. Siever for attending. Mr. Silbiger wanted to clear up some misconceptions about the Superintendent contract. He reiterated that he is happy with Mrs. Jaffe being named as Superintendent, but he was not in agreement with the contract. Mr. Silbiger did not feel that the salary comparison was accurate since it did not include longevity and other benefits. He also spoke about the aspects of the contract that he was in agreement with such as a review after 15 months, the over amount of health coverage, and other items. Further discussion ensued regarding the contracts. Mr. Zeidman confirmed with Mr. Delawalla that the statutory benefits were for all employees, including teachers.
- Ms. Siever welcomed the new Superintendent. She thanked the faculty and the administration for improving the academic standards of the African-American students. She reported on her attendance at the Culver City Youth Health Center event and thought it was great and wished the honorees well. Next week she will be attending a Los Angeles County School Trustee's meeting as the District's delegate and she will report back to the Board. Ms. Siever would like clarification on Mr. Delawalla's figures by the District's expert at a later date, but she is very happy with Mrs. Jaffe.
- Ms. Paspalis thought she would share a little about what is being considered to cut. She stated that we have heard a lot about teacher cuts which are at the elementary and high school. The middle school as hit hard last year. The administrative staff was hit hard also, but they do not come and speak at the meetings. Ms. Paspalis read a list of recent cuts over the years to certificated and classified administration. Certificated staff included the Director of Curriculum and Instruction, the Director of Special Projects, one elementary Assistant Principal, the Coordinator of State and Federal Programs, the Assistant Director of Child Welfare and Attendance, the Co-Director of OCD has been vacant for two years, Assistant Principals at the high school were cut from four to three, the Assistant Principals at the middle school were cut from three to two, the position of Assistant Superintendent of Human Resources has been cut down to a Director position, the Director of Special Education has been cut to an Assistant Director of Special Education. On the classified positions, the cuts include the Budget Advisor Analyst, the Accounting Supervisor, the Director of Security position was cut to a Supervisor position and changed from twelve months to eleven months, and the Director of Fiscal Services position has been vacant for over a year. Ms. Paspalis stated with all the cuts to Mr. Delawalla's department it is a wonder that he is able to get anything done. She felt it is amazing that the District has been able to keep in compliance with all the mandates from the federal government and the state.
- Mr. Gourley stated that there has not been a time that he has read any of Mr. Mielke updates to the union where he was completely accurate. Mr. Mielke neglected to mention that there were Board members that were in support of pink slipping more administrators and more teachers, or in support of everyone taking a pay reduction. This was not aimed at teachers only. The union through Mr. Mielke has always said no. They do not want tiered cuts. Mr. Gourley commented that last year when he mentioned the tiered pay cuts to Mr. Mielke he sued Mr. Gourley using union labor money and time. If Mr. Mielke did not inform his union of some of these facts he did not inform them of the whole truth. Mr. Gourley stated that he was happy to see some of the Mock Trial students also participating in AVPA. He stated that if it were not for two members of the Board there would be no AVPA because the previous Superintendent, Dr. Coté, kept insisting to cut the program. Mr. Gourley congratulated Mrs. Jaffe on her first full meeting as Superintendent. Mr. Gourley mentioned that when Mr. Mielke questions items on the Purchase Orders it is usually not about anything meaningful, and is petty. Mr. Mielke asked if there was a Board Policy that enforces personalized attacks. Mr. Zeidman responded yes and put the policy in enforcement. Mr. Gourley asked to please thank Mr. Geoff Maleman for his work in the District.

12. <u>Information Items</u>

12.1 First Reading of Revised Board Policy 5117, Students - Interdistrict Attendance

The Board reviewed the Board Policy and it will be brought back to the next meeting for approval.

12.2 Presentation of the Second Interim Report for 2010-2011

Mr. Delawalla presented the Second Interim to the Board and responded to questions from audience members and the Board.

13. Recess

The Board recessed at 8:44 p.m. and reconvened at 8:55 p.m.

14. Action Items

14.1 <u>Superintendent's Items</u>

14.1a Approval is Recommended for the Memorandum of Understanding (MOU) between Beverly Hills Unified School District, Culver City Unified School District, The Santa Monica-Malibu Unified School District and the Los Angeles County Department of Mental Health

It was moved by Mr. Gourley and seconded by Ms. Siever that the Board approve the Memorandum of Understanding (MOU) between Beverly Hills Unified School District, Culver City Unified School District, The Santa Monica-Malibu Unified School District and the Los Angeles County Department of Mental Health as presented. The motion was unanimously approved.

14.1b Adopt Findings of Staff Report Denying Building Bridges International, Inc. Charter Petition Mary Anne Greene, resident of Blair Hills stated her concerns regarding the use of the site for a school. She commented that during that years that the prior school was located on the site there were a number of traffic issues. Ms. Greene stated the community worked with the Rabbi of the school but there was no consideration from the parents. Annie C. Wilson, Blair Hills Association Co-President, stated her concerns with the charter school. She said that she was concerned with the traffic and the earthquake fault line. Ms. Wilson was also concerned about the number of students the school would have. Dr. Millicent Powell, Director of Building Bridges, spoke on behalf of the school. She thanked the Board and addressed some of the concerns that were mentioned. Dr. Powell reiterated that they do not want to come and "reek havoc" on the District and she can understand the stated concerns. She would like to have a spirit of collaboration and cooperation. Dr. Powell felt that the staff report was filled with distortions and flat out lies. She stated it seemed as if the Board was leaning towards a denial. She addressed the issue stated in the report about her Board not having enough educational experience. Mr. Gourley thanked all of her supporters for writing and sharing their comments. He said they were all very respectful. Mr. Gourley stated he understands the issue of traffic and asked about the scope of student population and the plan for traffic mitigation. Dr. Powell said they have high expectations and they would like to bus all of the children in. Dr. Powell stated for the K-8 program there would be about 450 students maximum, and that the middle school might not be housed there. Ms. Siever inquired about the fault underneath the property. Dr. Powell stated that there was a fault funning on the west side of the property, and they can build on the east side and include modifications. Further discussion ensued and included questions about a possible gas line. Dr. Powell stated that the engineer at Chevron said it was a clean gas line funning from El Segundo to Culver City and approximately six inches in diameter. Mr. Silbiger inquired if the charter would have a unionized workforce. Dr. Powell stated no. Mr. Silbiger inquired about their immersion program and Dr. Powell said that they would be using the Foreign Language in Elementary Schools model. Their program would not be as comprehensive as the District's immersion program. Mr. Silbiger stated that he did not think the District would lose many students and he was very disappointed with the staff report. He does have concerns about the location, and he has a big problem with the unionization issues, recruitment, and the budget. He suggested approving it conditionally and requesting an MOU. Ms. Paspalis would like to move the original motion based on content standards. She stated that there was no real plan to address special education students, and she is concerned about traffic and site issues. Ms. Siever seconded the motion. Ms. Siever stated that she had concerns that there did not seem to be a plan regarding the building issue with the number of students. She said there was nothing really addressing this issue and she cannot vote for it. Mr. Gourley also stated that he had a problem with the site and traffic issues. Mr. Zeidman stated that he has reviewed all of the information and the Board cannot deny the

petition based on unionization or location. He believes it should be denied without any conditions. Further discussion ensued. It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board deny Building Bridges International, Inc. Charter Petition as presented. The motion was approved with a vote of 4-Ayes and 1-Nay by Mr. Silbiger.

14.1c Receipt of Petition from Innovate! Charter School Submitted by Kids Achieve! Foundation
It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board approve receipt of the petition from Innovate! Charter School Submitted by Kids Achieve! Foundation as presented. The motion was unanimously approved.

14.2 Education Services

14.2a Approval is Recommended for the Resolution Regarding Enrollment Capacity

It was moved by Mr. Gourley and seconded by Ms. Paspalis that the Board approve the Resolution Regarding Enrollment Capacity as presented. The motion was unanimously approved.

14.3 Business Items

14.3a Approval is Recommended for the Certification of the Second Interim Report for 2010-2011

It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board approve the Certification of the Second

Interim Report for 2010-2011 as presented. The motion was unanimously approved.

14.3b Approval is Recommended for the Rejection of Claim

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

14.4 Personnel Items - None

15. Board Business

15.1 <u>Discussion Regarding Board Goals and Objectives</u>

Ms. Siever stated that the goals and objectives have been previously brought before the Board and asked the Board to let Mrs. Jaffe know if they agree with the goals. Ms. Siever also asked that the Board forward any suggestions or recommendations to Mrs. Jaffe. Mr. Zeidman stated that he would like to approve the goals and objectives at the meeting in April.

<u>Adjournment</u>

There being no further business, it was moved by Ms. Paspalis, seconded by Ms. Siever and unanimously approved to adjourn the meeting. Board President Mr. Zeidman adjourned the meeting at 9:55 p.m. in memory of Dana Bilbao.

Approved:		
	Board President	Superintendent
On:		
	Date	Secretary

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

Meeting:

Special Meeting

Date:

April 12, 2011

Place:

District Administration Office

Time:

4:30 p.m. - Public Meeting

4034 Irving Place Culver City 90232 4:31 p.m. - Closed Session 4:45 p.m. - Public Meeting

Board Members Present

Staff Members Present

Scott Zeidman, Esq., President Karlo Silbiger, Vice President

Patricia W. Jaffe, Interim Superintendent Ali Delawalla

Katherine Paspalis, Esq., Clerk

Gwenis Laura, Ed.S.

Patricia Siever, Professor, Member

Steven Gourley, Member

Call to Order

Board President Mr. Zeidman called the meeting of the Culver City Unified School District Board of Education to order at 4:30 p.m. The Board adjourned to Closed Session at 4:31 p.m. and reconvened the public meeting at 4:45 p.m. with all Board members in attendance. Winter Johnson led the Pledge of Allegiance.

Report from Closed Session

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

8. Adoption of Agenda

It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board adopt the April 12, 2011 agenda as presented. The motion was unanimously approved.

Consent Agenda

Mr. Zeidman called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. It was moved by Mr. Gourley and seconded by Ms. Siever to approve Consent Agenda Items 9.1 - 9.3 as presented. The motion was unanimously approved.

- 9.1 The Williams/Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Uniform Complaints
- 9.2 Certificated Personnel Reports No. 17
- 9.3 Classified Personnel Reports No. 17

10. **Action Items**

10.1 Superintendent's Items

10.1a Approval is Recommended for Resolution #25-2010/2011 To Order Biennial Governing Board Election

It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board approve Resolution #25-2010/2011 To Order Biennial Governing Board Election as presented. The motion was unanimously approved.

10.2 **Education Services Items**

10.2a Approval is Recommended for the Second Reading of Revised Board Policy 5117, Students -**Interdistrict Attendance**

It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board approve Revised Board Policy 5117, Students – Interdistrict Attendance as presented. The motion was unanimously approved.

10.2b <u>Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #01-10-11</u> It was moved by Ms. Siever and seconded by Ms. Paspalis that the Board approve the Stipulated Expulsion of Pupil Services Case #01-10-11 as presented. The motion was unanimously approved.

Board Workshop

11. <u>Discussions on the Budget</u>

The Board discussed the financial stability of the District and what options there were to balance the budget. They also discussed possible cuts in positions.

Adjournment

There being no further business, it was moved by Ms. Siever, seconded by Mr. Gourley and unanimously approved to adjourn the meeting. Board President Mr. Zeidman adjourned the meeting at 6:00 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 March 12, 2011 through April 15, 2011 is \$250,337.61. Warrants issued for the period March 11, 2011 through April 13, 2011 total \$6,082,353.89. This includes \$2,347,735.00 in commercial warrants, and \$3,734,618.89 in payroll warrants.

BUDGET NUMBER LEGEND FOR FUNDS

01.0 general fund

11.0 adult education fund

12.0 child development fund

13.0 cafeteria fund

14.0 deferred maintenance fund

21.0 building fund

25.0 capital facilities fund

40.0 redevelopment

76.0 warrant pass-through fund

96.0 general fixed asset account

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That purchase orders from March 12, 2011 through April 15, 2011 in the amount of \$250,337.61 and warrants for March 11, 2011 through April 13, 2011 in the amount of \$6,082,353.89 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

Report ID: LAPO009C	2600			Board List	Board List Purchase Order Report	eport					Page No.		-
District: 64444	₩.			CULVER	CULVER CITY UNIFIED SD	SD					Run Date:		04/16/2011
Purchase Orders/Buyouts To The Boan Purchase Orders/Buyouts in Excess of	Buyouts T	o The Board for Excess of \$1.0	Purchase Orders/Buyouts To The Board for Ratification From : Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified	3/12/2011 To	4/15/2011						Run Time: Wi	ıе: 01:58:15АМ WEEKLY	8:15AM
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03/14/11 1103RG	ပ	03/14/2011	STAR ECO STATION	N FIELD TRIPS	El Rincon	01.0	90127.0	11100	10000	5712	2040000	305.00	
			-	03/14/2011	1103RG	STAR ECO STATION	STATION						305.00
03/15/11 56231AA	∢	03/15/2011	CLUB Z	CONTRACTED	Special Projects	ts 01.0	30100.0	11100	10000	5810	0004030	6,017.76	
			•	03/16/2011	56231AA	CLUB Z	,						6,017.76
03/15/11 56232AA	∢	03/15/2011	ARITHMETIC	CONTRACTED	Special Projects	ts 01.0	30100.0	11100	10000	5810	0004030	3,438.72	
				03/15/2011	56232AA	ARITHMET	ARITHMETIC SOLUTIONS, LLC	NS, LLC					3,438.72
03/14/11 56233AA	∢	03/15/2011	PROFESSIONAL TUTORS OF	CONTRACTED	Special Projects	ts 01.0	30100.0	11100	10000	5810	0004030	3,178.72	
				03/14/2011	56233AA	PROFESSI	PROFESSIONAL TUTORS OF AMERICA, INC.	RS OF AM	RERICA, II	Ž.			3,178.72
03/15/11 56234AA	∢	03/15/2011	LEAPS LEARNING SERVICES	CONTRACTED	Special Projects	ts 01.0	30100.0	11100	10000	5810	0004030	2,579.04	
				03/15/2011	56234AA	LEAPS LE	LEAPS LEARNING SERVICES	3VICES					2,579.04
03/15/11 56235AA	∢	03/15/2011	MATHNASIUM LLC	CONTRACTED	Special Projects	ts 01.0	30100.0	11100	10000	5810	0004030	2,579.04	
			-,	03/15/2011	56235AA	MATHNASIUM LLC	UM LLC						2,579.04
03/15/11 56236AA	∢	03/15/2011	ACADEMIC GOALS, INC.	CONTRACTED	Special Projects	ts 01.0	30100.0	11100	10000	5810	0004030	859.68	
				03/15/2011	56236AA	ACADEMIC	ACADEMIC GOALS, INC.	ان					859.68
03/15/11 56237AA	∢	03/15/2011	AAA ACADEMICS	CONTRACTED	Special Projects	ts 01.0	30100.0	11100	10000	5810	0004030	1,719.36	
				03/15/2011	56237AA	AAA ACADEMICS	EMICS						1,719.36
03/15/11 56238AA	∢	03/15/2011	A TREE OF KNOWLEDGE ED	CONTRACTED	Special Projects	SS 01.0	30100.0	11100	10000	5810	0004030	4,298.40	
				03/15/2011	56238AA	A TREE OF	A TREE OF KNOWLEDGE ED SERVICES, INC.	GE ED SE	RVICES,	<u>N</u> C			4,298.40
03/15/11 56239AA	∢	03/15/2011	WE CAN - SI SE PUEDE	CONTRACTED	Special Projects	s 01.0	30100.0	11100	10000	5810	0004030	859.68	
				03/15/2011	56239AA	WE CAN - S	WE CAN - SI SE PUEDE						859.68

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Report ID: LAPOUUSC						į							4
District: 64444				CULVER	CULVER CITY UNIFIED SD	Ö					Run Date:		04/16/2011
Purchase Orders/Buyouts To The Board for Ratification From Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified	uyouts To Jyouts in E	The Board for F xcess of \$1.00	1	3/12/2011 To	4/15/2011						Run Time: W		01:58:15AM KLY
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03/14/11 56240AA	∢	03/15/2011	TOTAL EDUCATION SOLUTIONS 03	N CONTRACTED SERVICES 03/14/2011	Special Projects 56240AA T	8 01.0 30100.0 11100 TOTAL EDUCATION SOLUTIONS	30100.0 CATION SO	11100 LUTIONS	10000	5810	0004030	806.68	806.68
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03/15/11 56242AA	∢	03/15/2011	SYLVAN LEARNING CENTER 03	G CONTRACTED SERVICES 03/16/2011	Special Projects 56242AA S	8 01.0 30100.0 1110 SYLVAN LEARNING CENTER	30100.0 11100 ARNING CENTER	11100 NTER	10000	5810	0004030 1	18,912.96	18,912.96
03/15/11 56243AA	∢	03/15/2011	#1 A+ STUDENT LEARNING 03	CONTRACTED SERVICES 03/15/2011	Special Projects 56243AA #	s 01.0 30100.0 11100 10000 5810 #1 A+ STUDENT LEARNING ACADEMY/CENTER	30100.0 11100 ENT LEARNING AC	11100 ING ACA	10000 DEMY/CE	5810 NTER	0004030	859.68	859.68
03/15/11 56244AA	∢	03/15/2011	A TO Z IN HOME-TUTORING 03	CONTRACTED SERVICES 03/15/2011	Special Projects 56244AA A	s 01.0 30100.0 111 A TO Z IN HOME-TUTORING	30100.0 11100 OME-TUTORING	11100	10000	5810	0004030	859.68	859.68
03/15/11 56277AA	∢	03/15/2011	VR LEARNING 03	CONTRACTED SERVICES 03/15/2011	Special Projects 66277AA V	s 01.0 VR LEARNING	30100.0	11100	10000	5810	0004030	1,719.36	1,719.36
03/15/11 56278AA	∢	03/15/2011	A+ EDUCATIONAL CENTERS 03	CONTRACTED SERVICES 03/15/2011	Special Projects 66278AA A	8 01.0 30100.0 1110 A+ EDUCATIONAL CENTERS	30100.0 11100 ONAL CENTERS	11100 TERS	10000	5810	0004030	3,438.72	3,438.72
03/15/11 56279AA	∢	03/15/2011	UROK LEARNING INSTITUTE 03.	CONTRACTED SERVICES 03/15/2011	Special Projects 56279AA U	S 01.0 30100.0 1110 UROK LEARNING INSTITUTE	30100.0 11100 NING INSTITUTE	11100 TUTE	10000	5810	0004030	859.68	859.68
03/30/11 56300M	∢	03/30/2011	SOUTH BAY LANDSCAPING INC.	REPAIRS - OTHER 03/30/2011 5	Grounds 5300M	01.0 00000.0 00000 SOUTH BAY LANDSCAPING INC.	00000.0 LANDSCAP		82001	5630	0005043	1,200.00	1,200.00
03/31/11 56301M	∢	03/31/2011	BATTERY SYSTEMS OF LOS ANGELES 03/	S MAINTENANCE SUPP/EQUIP 03/31/2011	Maintenance 56301M	01.0 81500.0 00000 81100 BATTERY SYSTEMS OF LOS ANGELES	81500.0	00000		4380	0005040	00:009	600.00

35.07 87.64 500.00 859.68 262.87 5,850.00 114.15 18.64 04/16/2011 01:58:15AM PO Amt WEEKLY 87.64 500.00 28.54 28.54 35.07 18.64 5,850.00 859.68 57.07 262.87 Amount Distrib Run Time: Run Date: Page No. 0005040 0005500 0005040 0005040 0004030 000000 0001000 3010001 0001000 8004040 Sch.Lo 5630 4350 4380 5630 5810 4310 4350 4350 4350 71000 4350 8 **HUNTINGTON PARK RUBBER STAMP CO.** 81100 36000 81100 81100 1000 10000 71000 27000 Funct 11100 **100 PERCENT LEARNING FUN CENTER** MALIBU PACIFIC TENNIS COURTS MAR-CO EQUIPMENT COMPANY 8000 81500.0 00000 81500.0 00000 0000 WIZCOM TECHNOLOGIES LTD. 81500.0 00000 118 71100 0000 0000 57300 <u>8</u>00 TRC ELECTRONICS, INC. 72300.0 30100.0 96352.0 0.0000 0.0000 33100.0 0.0000 Res.Pri REDWOOD PRESS E-Z RECORD 0.0 0.0 0.0 0.0 0.10 0.0 0.10 0.10 0.10 Fund Board List Purchase Order Report **CULVER CITY UNIFIED SD** Undistributed ROP/MS/SUPT Superintendent's Transportation/H Special Projects ome to School Maintenance Maintenance Maintenance Dept/Site Education 4/15/2011 Special **56326AA 56304M 56307M W60299** 56334 56408 56418 OFFICE SUPPLIES REPAIRS - OTHER MAR-CO EQUIPMENT REPAIRS - OTHER COMPANY OFFICE SUPPLIES OFFICE SUPPLIES g INSTRUCTIONAL SUPPLIES MAINTENANCE SUPP/EQUIP CONTRACTED SERVICES 3/12/2011 Description 04/05/2011 04/01/2011 04/05/2011 04/12/2011 03/15/2011 03/16/2011 03/21/2011 03/25/2011 TECHNOLOGIES LTD. TRC ELECTRONICS, INC. HUNTINGTON PARK RUBBER STAMP CO. REDWOOD PRESS MALIBU PACIFIC TENNIS COURTS Purchase Orders/Buyouts To The Board for Ratification From: LEARNING FUN Vendor Name ⁵urchase Orders/Buyouts in Excess of \$1.00 To Be Ratified 100 PERCENT E-Z RECORD WIZCOM 04/05/2011 04/01/2011 04/05/2011 04/12/2011 03/15/2011 03/21/2011 03/21/2011 03/21/2011 03/16/2011 03/25/2011 Ord# Date Change Stat ⋖ ⋖ ⋖ ⋖ ⋖ ⋖ ⋖ ⋖ Report ID: LAPO009C District: 64444 03/15/11 56326AA 04/05/11 56303M 04/01/11 56304M 04/05/11 56307M 04/12/11 56309M 03/21/11 56334 03/16/11 56408 03/25/11 56418 PO Date PO#

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Culver City High School

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Special Education

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DISCOUNT SCHOOL

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DISCOUNT SCHOOL SUPPLY

Run Date: Page No. **Board List Purchase Order Report CULVER CITY UNIFIED SD** Purchase Orders/Buyouts To The Board for Ratification From: 3/12/2011 To 4/15/2011 Report ID: LAPO009C District: 64444

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

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PO Date PO #	Stat	Ord# Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	o Go	Sch.Lo	Amount	PO Amt
			01	03/14/2011 56452	62	SCANTRON CORPORATION	CORPOR	NOIT					2,560.51
03/14/11 56453	O	03/14/2011	DEPARTMENT OF SOCIAL SERVICES	, LICENSE	Office of Child Development		61051.0	85000	27000	5890	0000005	1,980.00	
			0 I	03/14/2011 56453	53	DEPARTMENT OF SOCIAL SERVICES	NT OF SOC	IAL SER	ACES				1,980.00
03/14/11 56454	∢	03/14/2011	SRA/MACMILLAN/MC	BOOKS	Undistributed	01.0	07156.0	11100	10000	4110	0000000	7,696.41	
				03/14/2011 66454		SRA/MACMILLAN/MCGRAW-HILL	LLAN/MC	RAW-HIL	بـ				7,696.41
03/14/11 56455	ပ	03/14/2011	CULVER CITY NEWS	S ADVERTISING	Human	01.0	0.0000	00000	74000	5830	0002000	136.50	
			01	03/14/2011 56455	Kesources 55	CULVER CITY NEWS	Y NEWS				:		136.50
03/14/11 56456	∢	03/14/2011	HARBOR BREEZE	FIELD TRIPS	Office of Child	12.0	50250.0	85000	10000	5816	0000002	1,520.00	
			_ •	03/14/2011 56456	Se Cevelopineau	HARBOR BREEZE CORPORATION	EEZE CO	PORATIC	N	i			1,520.00
03/14/11 56457	∢	03/14/2011	MULLIGAN FAMILY	FIELD TRIPS	Office of Child	12.0	50250.0	85000	10000	5750	0000002	600.00	
				03/14/2011 56457	57 Development	MULLIGAN FAMILY FUN CENTER	AMILY FU	N CENTE	OΣ				600.00
03/16/11 56458	ပ	03/16/2011	WELLS FARGO	CONTRACT SERVICES		rs 01.0	0.0000	00000	71000	2890	0001000	41.10	
			61	03/16/2011 56458	8 S	WELLS FARGO	8						41.10
03/16/11 56459	∢	03/16/2011	CDW-G	COMPUTER	Special Education	01.0	33100.0	50010	27000	4410	0004040	62.80	
			81	03/16/2011 56459	- 1	S-WG							62.80
03/16/11 56460	∢	03/16/2011	HAWTHORNE	INSTRUCTIONAL SLIDDLIES	Educational	01.0	0.00000	00000	21000	4310	0004000	47.90	
				03/16/2011 56460		HAWTHORNE EDUCATIONAL SERVICES, INC.	E EDUCAT	IONAL SE	RVICES,	NC.	į		47.90
03/16/11 56461	ပ	03/16/2011	CBEST	CONTRACT SERVICES		0.10	65000.0	57700	31500	5890	0004040	2,537.50	
			81	03/16/2011 56461	Education 14	CBEST							2,537.50
03/16/11 56462	o .	03/16/2011	CATHEDRAL HOME FOR CHILDREN	CONTRACT SERVICES RENDERED	S Special Education	01.0	33100.0	57500	39000	2890	0004040	247.40	

me: 01:58:15AM WEEKLY 04/16/2011 Run Time: Run Date: Page No. **Board List Purchase Order Report CULVER CITY UNIFIED SD** Purchase Orders/Buyouts To The Board for Ratification From: 3/12/2011 To 4/15/2011 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Report ID: LAPO009C District: 64444

PO Date PO #	Stat	Change Ord# Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Opi	Sch.Lo	Distrib Amount	PO Amt
			91	03/16/2011 56462	62	CATHEDRAL HOME FOR CHILDREN	. HOME FO	R CHILD	REN				247.40
03/16/11 56463	∢	03/16/2011	RENAISSANCE	INSTRUCTIONAL	OT and APE	01.0	56400.0	50010	11360	4310	0004025	89.81	
				03/16/2011 56463	63	RENAISSANCE LEARNING, INC.	CE LEARN	ING, INC.					89.81
03/16/11 56464	ပ	03/17/2011	CROSS COUNTRY	CONFERENCE AND	Special	0.10	56400.0	00000	21000	5220	0004040	189.00	
				03/16/2011 56464	Education 64	CROSS COUNTRY EDUCATION	INTRY EDU	CATION					189.00
03/16/11 56465	ပ	03/16/2011	HERITAGE	CONTRACT SERVICES		0.10	33100.0	57500	39000	5890	0004040	325.85	
				03/16/2011 56465	65 Education	HERITAGE SCHOOLS, INC.	CHOOLS,	NC.					325.85
03/16/11 56466	∢	03/16/2011	CLASSROOM	INSTRUCTIONAL SLIBBI IES	El Marino	01.0	0.00000	16003	10000	4310	2030000	449.42	
				03/16/2011 56466	ee raudrade	CLASSROOM PRODUCTS LLC	M PRODUC	TS LLC					449.42
03/16/11 56467	<	03/16/2011	COMPLETE BUSINESS SYSTEMS	OFFICE SUPPLIES	La Ballona Elementos	0.10	0.00000	00000	27000	4350	2060000	1,526.14	
				03/16/2011 56467	67 Elementary	COMPLETE BUSINESS	BUSINESS	SYSTEMS	တ				1,526.14
03/17/11 56468	∢	03/17/2011	WE TELL STORIES	CONSULTANTS	Educational	0.10	91400.0	11100	10000	5810	0004000	5,000.00	
			01	03/17/2011 56468		WE TELL STORIES	ORIES						5,000.00
03/17/11 56469	⋖	03/17/2011	NANCY J. MILBURN	CONSULTANTS	Special	01.0	33100.0	71500	31140	5850	0004040	1,500.00	
			_ •	03/17/2011 56469		NANCY J. MILBURN dba MILBURN CONSULTING	LBURN db	B MILBUF	SN CONS	ULTING			1,500.00
03/21/11 56470	ပ	03/21/2011	LACOE	CONTRACTED	Special	01.0	65000.0	57520	11100	5880	0004040	32,125.00	
			01	03/21/2011 56470		LACOE							32,125.00
03/18/11 56471	∢	03/18/2011	CDW-G	COMPUTER SUPP/FOUR	El Rincon	01.0	0.00000	11100	10000	4320	2040001	76.10	
			61	03/18/2011 56471	2	D-WG							76.10
03/18/11 56472	∢	03/18/2011	FLANNERY COMPANY	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	280.50	

Run Time: 01:58:15AM WEEKLY 04/16/2011 Run Date: Page No. **Board List Purchase Order Report CULVER CITY UNIFIED SD** 3/12/2011 To 4/15/2011 Purchase Orders/Buyouts To The Board for Ratification From : Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Report ID: LAPO009C District: 64444

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		Change											
PO Date PO #	Stat	Ord# Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
			31	03/18/2011 5	56472	FLANNER	FLANNERY COMPANY						280.50
03/18/11 56473	υ	03/18/2011	COLONIAL CHESTERFIELD AT	FIELD TRIPS 33/18/2011	Linwood Howe Elementary 56473		01.0 91400.0 11100 10000 5816 COLONIAL CHESTERFIELD AT RILEY'S FARM	11100 IELD AT R	10000	5816 ARM	2020000	1,316.00	1.316.00
03/21/11 56475	∢	03/21/2011	NIGRO, NIGRO & WHITE, PC	AUDIT SERVICES 03/21/2011 6	Business Services 56475	01.0 NIGRO, NIG	01.0 00000.0 0000 NIGRO, NIGRO & WHITE, PC	00000 E, PC	73000	5820	0002000	1,773.60	1,773.60
03/21/11 56476	∢	03/21/2011	CULVER CITY NEWS	ADVERTISING 21/2011	Adult School	ol 11.0 90138.0 CULVER CITY NEWS	90138.0 ITY NEWS	41100	27000	5830	0000010	1,687.50	1,687.50
03/22/11 56477	∢	03/22/2011	RECYCLINGBIN.COM	OFFICE SUPPLIE	S Linwood Howe Elementary 56477	owe 01.0 91400.0 y RECYCLINGBIN.COM	91400.0 GBIN.COM	00000	27000	4350	2020000	176.02	176.02
03/21/11 56478	∢	03/21/2011	D & D SECURITY RESOURCES, INC.	COMPUTER SUPP/EQUIP 03/21/2011 6	La Ballona Elementary 56478		01.0 91400.0 11100 100 D&D SECURITY RESOURCES, INC.	11100 VIRCES, II	10000 NC.	4340	2060000	481.55	481.56
03/22/11 56479	O	03/22/2011	THEATRE WEST	FIELD TRIPS 03/22/2011 5	El Rincon Elementary 56479	01.0 00 Y THEATRE WEST	00000.0 WEST	16003	10000	5816	2040000	600.00	600.00
03/22/11 56480	∢	03/22/2011	LAKESHORE LEARNING 0	INSTRUCTIONAL SUPPLIES 03/22/2011	La Ballona Elementary 56480		01.0 30100.0 11100 100 LAKESHORE LEARNING MATERIALS	11100 G MATERI	10000 IALS	4310	2060000	154.15	154.15
03/22/11 56481	∢	03/22/2011	PEARSON CLINICAL ASSESSMENTS 03	TEST/TEST MATERIALS %22/2011	Speech	01.0 PEARSON (01.0 56400.0 00000 390 PEARSON CLINICAL ASSESSMENTS	00000 Seesame	8	4312	0004024	182.92	182.92
03/22/11 56482	∢	03/22/2011	THE MARK IT PLACE	OFFICE SUPPLIE	S La Ballona Elementary 56482	01.0 91400.0 THE MARK IT PLACE	91400.0 IT PLACE	11100	10000	4350	2060000	27.42	27.42
03/22/11 56483	O	03/22/2011	ST. FRANCIS HIGH SCHOOL	CONFERENCE AND TRAVEL	D Undistributed ROP	9d 01.0	96352.0	71100	10000	5220	0000000	625.00	

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

Run Time: 01:58:15AM WEEKLY 04/16/2011 Run Date: Page No. **Board List Purchase Order Report CULVER CITY UNIFIED SD** 3/12/2011 To 4/15/2011 Purchase Orders/Buyouts To The Board for Ratification From : Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Report ID: LAPO009C District: 64444

	Stat	Ord# Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Ģ	Sch.Lo	Distrib	PO Amt
			8	03/22/2011 56483		ST. FRANCIS HIGH SCHOOL	S HIGH SCI	- - - - - - -					625.00
03/22/11 56484	<	03/22/2011	DISCOUNT SCHOOL	INSTRUCTIONAL SUIDDU JES	Special Education	0.10	33850.0	57300	11100	4310	0004040	99.29	
			81	2		DISCOUNT SCHOOL SUPPLY	SCHOOL SI	UPPLY			į		99.29
03/23/11 56485	<	03/23/2011	NCS PEARSON, INC.	SOFTWARE	El Rincon	01.0	30100.0	11100	10000	4410	2040000	25,648.00	
			81	03/23/2011 56485		NCS PEARSON, INC.	ON, INC.						25,648.00
03/23/11 56486	⋖	03/23/2011	LEARNKEY	SOFTWARE	Undistributed	01.0	96352.0	71100	10000	4400	0000000	4,950.00	
			ខ	03/23/2011 56486	KUF	LEARNKEY							4,950.00
03/24/11 56487 C	ပ	03/25/2011	DANNIS WOLIVER	LEGAL SERVICES	Undistributed	21.0	0.00000	00000	00000	5820	0000000	2,072.79	
		03/25/2011			BUS SVCS	0.10	0.00000	00000	73000	5820	0002000	7,002.50	
			81	03/24/2011 56487		DANNIS WOLIVER KELLEY	LIVER KEL	Ę					9,075.29
03/24/11 56488 A	<	03/24/2011	LEARNING SEED	INSTRUCTIONAL SLIDDLIES	Undistributed	0.10	96352.0	71100	10000	4310	0000000	1,033.88	
			ន	03/24/2011 56488	KUF	LEARNING SEED	SEED				5		1,033.88
03/24/11 56489 A	<	03/24/2011	ACI	REPAIRS - OTHER	Office of Child	12.0	50250.0	85000	81000	5630	0000000	2,872.27	
			ខ្ល	03/24/2011 56489		ACI COMMUNICATIONS, INC.	NICATIONS	i, INC.					2,872.27
03/25/11 56490 A	<	03/25/2011	SCANTRON	INSTRUCTIONAL SLIDBLIES	Culver City High	h 01.0	07395.0	11100	10000	4310	4010000	118.78	
				03/25/2011 56490	50,00	SCANTRON CORPORATION	CORPORA	NOL					118.78
03/25/11 56491 A	∢	03/25/2011	P.M.G.	INSTRUCTIONAL SLIBBLIES	Undistributed	0.10	90146.0	00000	00000	4310	0000000	2,232.32	
			80	03/25/2011 56491	SUPT	P.M.G.							2,232.32
03/29/11 56492 A	∢	03/29/2011	STERLING SERVICE	REPAIRS - OTHER	Undistributed	13.0	53100.0	00000	37000	5630	0000000	988.45	
				03/29/2011 56492	FS	STERLING SERVICE INC.	ERVICE IN	_i					988.45

Page No. **Board List Purchase Order Report** Purchase Orders/Buyouts To The Board for Ratification From : Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Report ID: LAPO009C District: 64444

	COLVER CITY ONITIED SD	un Date:	Nun Date: 04/10/2017
3/12/2011 To 4/15/2011	_	un Time:	Run Time: 01:58:15AM
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PO Date PO #	Stat	Ord# Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Q	Sch.Lo	Distrib	PO Amt
03/28/11 56493	٧	03/28/2011	HERFF JONES	GRADUATION	Culver City High	0.10	0.0000	00000	27000	4350	4010000	5,000.00	
			ŏ	03/28/2011 56493	School	HERFF JONES	8						5,000.00
03/29/11 56494	∢	03/29/2011	REAL DEAL WASTE	REPAIRS - OTHER	Undistributed	01.0	96352.0	71100	10000	5630	0000000	250.00	
				03/29/2011 56494	ROF	AL DEAL	REAL DEAL WASTE OIL SERVICES	L SERVIC	ES				250.00
03/29/11 56495	∢	03/29/2011	SAFEGUARD RIGINESS SYSTEMS	OFFICE SUPPLIES	Fiscal Services	01.0	0.00000	00000	73000	4350	0005010	231.10	
			ŏ	03/29/2011 56495		VFEGUARD	SAFEGUARD BUSINESS SYSTEMS	SYSTE	¥S		:		231.10
03/29/11 56496	∢	03/29/2011	RICOH BUSINESS	OFFICE SUPPLIES	Business	01.0	0.00000	00000	73000	4350	0005000	12.62	
				03/29/2011 56496	Services	COH BUSII	RICOH BUSINESS SOLUTIONS	UTIONS					12.62
03/29/11 56497	∢	03/29/2011	STERLING SERVICE	REPAIRS - OTHER	Undistributed T.C.	13.0	53100.0 00000	00000	37000	5630	0000000	218.00	
·				03/29/2011 56497		ERLING S	STERLING SERVICE INC.	ပ					218.00
03/29/11 56498	∢	03/29/2011	PRADO SIGNS INC.	INSTRUCTIONAL STIDDLIFE	Office of Child	12.0	50250.0	85000	10000	4310	0000002	825.00	
			ខ 1	03/29/2011 56498	Development	PRADO SIGNS INC.	IS INC.						825.00
03/29/11 56499	∢	03/29/2011	CTB/MCGRAW-HILL	TEST/TEST MATERIAIS	La Ballona Elementen	01.0	30100.0 11100	11100	10000	4312	2060000	418.33	
			ខ 1	03/29/2011 56499	CIGINGINAL	CTB/MCGRAW-HILL	W-HILL						418.33
03/29/11 56500	∢	03/29/2011	AVANT ASSESSMENT 110	INSTRUCTIONAL SI IDDI IES	Special Projects	0.10	58100.0	11100	10000	4310	0004030	839.59	
			8	03/29/2011 56500	A	ANT ASSE	AVANT ASSESSMENT, LLC	LC					839.59
03/29/11 56501	∢	03/29/2011	TROXELL	AUDIOVISUAL SUPP/EQUIP	Special Projects	01.0	58200.0 11100	11100	10000	44 10	0004030	5,857.36	
			ខា	03/29/2011 56501	Ţ	OXELL CO	TROXELL COMMUNICATIONS	TIONS					5,857.36
03/29/11 56502	∢	03/29/2011	PACIFIC LIFT AND	REPAIRS - OTHER	Undistributed	01.0	96352.0	71100	10000	5630	0000000	749.86	
				03/29/2011 56502		CIFIC LIFT	PACIFIC LIFT AND EQUIPMENT CO.	PMENT C	Ö.				749.86

Report ID: LAPO009C	O000C			Board List Purch	List Purchase Order Report	Ĕ					Page No.		o
District: 64444	4			CULVER CITY	VER CITY UNIFIED SD						Run Date:		04/16/2011
Purchase Orders Purchase Orders	/Buyouts T	Purchase Orders/Buyouts To The Board for Ratification From Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified	:	3/12/2011 To 4/	To 4/15/2011						Run Time:		01:58:15AM KLY
		Change											
PO Date PO #	Stat	Ord# Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
03/29/11 56503	∢	03/29/2011	THE MARKERBOARD PEOPLE, INC.	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	62860.0 11100	11100	10000	4310	3010000	276.62	; ;
			3	03/29/2011 56503	#	MARKE	THE MARKERBOARD PEOPLE, INC.	EOPLE, I	ا اي				276.62
03/29/11 56504	∢	03/29/2011	FISHER SCIENCE	INSTRUCTIONAL SLIPPI IFS	Culver City Middle School	0.0	00000.0 16003	16003	10000 4310		3010000	129.59	
				03/29/2011 56504		HER SCIE	FISHER SCIENCE EDUCATION	ATION					129.59
03/29/11 56505	∢	03/29/2011	J.R. INSTRUMENTS	INSTRUCTIONAL SCLIDDLIFS	Culver City High	01.0	91400.0 11100	11100	10000	4310	10000 4310 4010000	1,856.00	
			01	03/29/2011 56505	DOIDO	J.R. INSTRUMENTS	MENTS						1,856.00
03/29/11 56506	∢	03/29/2011	SYSTEM ONE	OFFICE SUPPLIES	El Marino	0.10	01.0 00000.0 00000 27000 4350 2030000	00000	27000	4350	2030000	68.77	
				03/29/2011 56506	raiignage	TEM ON	SYSTEM ONE BUSINESS PRODUCTS, INC.	S PRODI	JCTS, INC	ا ;,			68.77
03/29/11 56507	∢	03/29/2011	APPERSON	FORMS			01.0 00000.0 11100 10000 4310 3010001	11100	10000	4310	3010001	735.33	
			EDUCATION	03/29/2011 56507	Middle	ERSON I	School APPERSON EDUCATION PRODUCTS	N PRODU	CTS				735.33

03/29/11 56508 C	03/29/2011		THERAPY IN ACTION CONTRACT SERVICES Special RENDERED Education 03/29/2011 56508	ACES Special Education 56508	01.0 65000.0 THERAPY IN ACTION	01.0 65000.0 57520 NPY IN ACTION	57520	11360 5810	5810	0004040	85.00	85.00
03/29/11 56509 A	03/29/2011	NATIONAL NOTARY ASSOCIATION	/ MEMBERSHIPS 03/29/2011 6	Superintendent's Office NA	ent's 01.0 NATIONAL N	's 01.0 00000.0 00000 7	00000 SOCIATIC	71000 N	5310	71000 5310 0001000	33.00	33.00
03/29/11 56510 C	03/29/2011	CALIFORNIA SCIENCE CENTER	FIELD TRIPS 03/29/2011 5	El Marino Language 56510	01.0 CALIFORNIA	01.0 00000.0 16003 CALIFORNIA SCIENCE CENTER	16003 CENTER	10000	5816	10000 5816 2030000	50.00	60.00
03/29/11 56511 A	03/29/2011	CALIFORNIA SCIENCE CENTER	FIELD TRIPS 03/29/2011 6	El Marino Language 56511	01.0 00000.0 16003 CALIFORNIA SCIENCE CENTER	00000.0 16003 A SCIENCE CENTER		10000 5816	5816	2030000	50.00	90.00
03/29/11 56512 C	03/29/2011	CALIFORNIA SCIENCE CENTER	FIELD TRIPS 03/29/2011 6	El Marino Language 56512	01.0 00000.0 16003 CALIFORNIA SCIENCE CENTER	00000.0 16003 A SCIENCE CENTER	16003 CENTER	10000 5816	5816	2030000	50.00	90.00

04/16/2011 me: 01:58:15AM WEEKLY Run Time: Run Date: Page No. **Board List Purchase Order Report CULVER CITY UNIFIED SD** 3/12/2011 To 4/15/2011 Purchase Orders/Buyouts To The Board for Ratification From: Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Report ID: LAPO009C District: 64444

PO Date PO #	Stat	Change Ord# Date	Vendor Name	Description	Dept/Site	Fired	Ros Pri	1 00	Ting.	Ž	40	Distrib	PO Amt
										5	2011120	Amount	
03/29/11 56513	ပ	03/29/2011	CALIFORNIA SCIENCE CENTER	FIELD TRIPS	El Marino	0.10	0.00000	16003	10000	5816	2030000	50.00	
)	03/29/2011 56513	. canguage	CALIFORNIA SCIENCE CENTER	A SCIENCE	CENTER					20.00
03/29/11 56514	ပ	03/29/2011	CALIFORNIA	FIELD TRIPS	El Marino	01.0	0.0000	16003	10000	5816	2030000	50.00	
			SCIENCE CENTER 0	03/29/2011 ' 56514	Language	CALIFORNIA SCIENCE CENTER	A SCIENCE	CENTER			ļ	:	20.00
03/29/11 56515	ပ	03/29/2011	CALIFORNIA SCIENCE CENTED	FIELD TRIPS	El Marino	01.0	0.00000	16003	10000	5816	2030000	50.00	
				03/29/2011 56515	-anguage	CALIFORNIA SCIENCE CENTER	SCIENCE	CENTER					20.00
03/29/11 56516	ပ	03/29/2011	CALIFORNIA SCIENCE CENTED	FIELD TRIPS	El Marino	01.0	0.00000	16003	10000	5816	2030000	50.00	
				03/29/2011 56516	Language	CALIFORNIA SCIENCE CENTER	SCIENCE	CENTER					20.00
03/29/11 56517	∢	03/29/2011	OFFICE DEPOT	OFFICE SUPPLIES 03/29/2011 56517	Undistributed SIMC	01.0 0 OFFICE DEPOT	00000.0	00000	24200	4350	0000000	231.40	231.40
03/29/11 56518	ပ	03/29/2011	CITY OF CULVER	MEMBERSHIPS	Culver City High	gh 01.0	000000	00000	27000	5310	4010000	304.70	
				03/29/2011 56518	School	CITY OF CULVER CITY TREASURER	LVER CITY	TREASUR	ŒR			ļ	304.70
03/29/11 56519	∢	03/30/2011	MASTER GLASS CO.	CONTRACTED	Undistributed	01.0	0.00000	00000	85000	6201	0000000	8,500.00	
			01	03/29/2011 56519		MASTER GLASS CO.	ASS CO.					3	8,500.00
03/29/11 56520	∢	03/29/2011	DELL COMPUTER CORP	COMPUTER	Office of Child	12.0	50250.0	85000	10000	4410	0000000	680.57	
				03/29/2011 56520	- 1	DELL COMPUTER CORP.	UTER COR	اہ				ļ	680.57
03/29/11 56521	O	03/29/2011	VENICE CULVER	CONTRACT SERVICES	Business	0.10	0.00000	00000	73800	5890	0005000	148.75	
				03/29/2011 56521	_	VENICE CULVER MARINA MEDICAL GROUP, INC.	VER MARII	A MEDIC	AL GRO	UP, INC.			148.75

4,000.00

4,000.00

HIROKO KATAOKA

Special Projects

CONSULTANTS

03/30/2011 HIROKO KATAOKA

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03/30/11 56522

03/30/2011

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b PO Amt	١,	4,000.00	00	4,000.00	00	150.00	34	1,433.34	13	474.13	00	200.00	90	209.06	21	1,150.21
Distrib	4,000.00	ì	4,000.00		150.00		1,433.34		474.13		200.00		209.06	i	1,150.21	
Sch.Lo	0004030		0004030		0005500		2040000		0004040		0000010		0000000		10000 4410 4010000	ļ
9	5810		5810		5880		4350		4310		5830		4310		4410	
Funct	21000		21000		36000		10000 4350	NS NS	21000		27000 5830	NDATION	22000		10000	
Goal	00000		00000		00000	ŒS	00000.0 11100	SYSTER	57700		41100	TION FOU	50010		11100	<u>چ</u>
Res.Prj	58100.0	EN	58100.0	UGLAS	30100.0	Y BUS LIP	0.0000	BUSINES	33100.0	RESS	0.06390.0	Y EDUCA1	65000.0	, INC.	07395.0 11100	JTER COF
Fund	01.0	KIYOMI CHINEN	0.10	MASAKO DOUGLAS	01.0	CULVER CITY BUS LINES	01.0	COMPLETE BUSINESS SYSTEMS	01.0	REDWOOD PRESS	11.0	CULVER CITY EDUCATION FOUNDATION	7.10	QB MEDICAL, INC.	0.10	DELL COMPUTER CORP.
Dept/Site	Special Projects	K	Special Projects	M	Transportation/H		El Rincon Flementery		Special	Education	Adult School	no	Undistributed		Culver City High	
Description	ULTANTS	03/30/2011 56523	CONSULTANTS	03/30/2011 56524	TRANSPORTATION SUPP/EQUIP/SERV	03/31/2011 56525	OFFICE SUPPLIES	04/05/2011 56526	FORMS	04/11/2011 56527	ADVERTISING	04/01/2011 56528	INSTRUCTIONAL SUIDDI IES	04/01/2011 56529	COMPUTER	04/01/2011 56530
Vendor Name	KIYOMI CHINEN	3 I	MASAKO DOUGLAS	81	CULVER CITY BUS LINES		COMPLETE BUSINESS SYSTEMS	81	REDWOOD PRESS	81	CULVER CITY	- •	QB MEDICAL, INC.	81	DELL COMPUTER	
Change Ord# Date	03/30/2011		03/30/2011		03/31/2011		04/05/2011		04/11/2011		04/01/2011		04/01/2011		04/01/2011	
Stat	∢		∢		∢		∢		∢		∢		∢		∢	
PO Date PO #	03/30/11 56523		03/30/11 56524		03/31/11 56525		04/05/11 56526		04/11/11 56527		04/01/11 56528		04/01/11 56529		04/01/11 56530	

20.54

20.5<u>4</u>

D & D SECURITY RESOURCES, INC.

Culver City High School

OFFICE SUPPLIES

D & D SECURITY RESOURCES, INC.

04/01/2011

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04/01/11 56531

56531

04/01/2011

183.85

183.85

ih 01.0 07. HIGHSMITH INC.

Culver City High School

INSTRUCTIONAL SUPPLIES 64/01/2011

HIGHSMITH INC.

04/01/2011

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04/01/11 56532

04/16/2011 me: 01:58:15AM WEEKLY Run Time: Run Date: Page No. **Board List Purchase Order Report CULVER CITY UNIFIED SD** Purchase Orders/Buyouts To The Board for Ratification From: 3/12/2011 To 4/15/2011 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Report ID: LAPO009C District: 6444

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PO Date PO #	Stat		Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
04/01/11 56533	∢	04/01/2011	KINOKUNIYA BOOKSTORE	INSTRUCTIONAL SUPPLIES	Special Projects	ts 01.0	58200.0	11100	10000	4310	0004030	1,087.52	
				04/01/2011 56533		KINOKUNIYA BOOKSTORE	A BOOKST	ORE					1,087.52
04/01/11 56534	ပ	04/01/2011	BRAD AND YULIA MCAFEE	CONTRACT SERVICES RENDERED	Special	01.0	65000.0	57500	39000	5890	0004040	400.00	
				04/01/2011 56534		BRAD AND YULIA MCAFEE	YULIA MCA	3					400.00
04/01/11 56535	∢	04/01/2011	PROED	TEST/TEST MATERIALS	Special Education	0.10	65000.0	50010	31600	4312	0004040	70.75	
				04/01/2011 56535		PROED							70.75
04/01/11 56536	ပ	04/01/2011	SAN JOAQUIN	MEMBERSHIPS	Undistributed	01.7	65000.0	50010	22000	5310	0000000	9,651.00	
)	04/01/2011 56536	SELPA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	IN COUNTY	OFFICE	OF EDUC	ATION	:		9,651.00
04/01/11 56537	∢	04/01/2011	SOUTHWEST	INSTRUCTIONAL SI IPPI 1ES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	140.65	
				04/01/2011 56537		SOUTHWEST MEDICAL	T MEDICAL						140.65
04/01/11 56538	∢	04/01/2011	WELCH ALLYN	IRS - OTHEI	Pupil Services	01.0	0.00000	00000	31400	5630	0004020	500.84	
			<u>.</u> ,	04/01/2011 56538		WELCH ALLYN	z						500.84
04/11/11 56539	∢	04/11/2011	CULVER CITY FDI ICATION	ADVERTISING	Office of Child	12.0	61050.0 85000	85000	27000	5830	0000000	800.00	" -
				04/11/2011 56539		CULVER CITY EDUCATION FOUNDATION	Y EDUCATI	ON FOUR	DATION				800.00
04/11/11 56540	∢	04/11/2011	TOTAL	CONTRACTED	Business	01.0	0.00000	00000	73000	5890	0002000	6,900.00	!
				04/11/2011 56540		TOTAL COMPENSATION SYSTEMS, INC.	PENSATION	SYSTER	IS, INC.				6,900.00
04/12/11 56541	∢	04/12/2011	SCI CONSULTING	CONSULTANTS	Business	01.0	0.00000	00000	73000	5850	0002000	5,000.00	
				04/12/2011 56541		SCI CONSULTING GROUP	TING GRO	ď		i			5,000.00
04/11/11 56542	∢	04/11/2011	DEBORAH ROTHMAN CONSULTANTS	N CONSULTANTS	Culver City	0.10	0.00000	16002	11100	5850	3010000	350.00	
			01	04/11/2011 56542	Middle School	DEBORAH ROTHMAN	OTHMAN				İ		350.00

Board List Purchase Order Report CULVER CITY UNIFIED SD 3/12/2011 To 4/15/2011 Jurchase Orders/Buyouts To The Board for Ratification From: Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Report ID: LAPO009C District: 64444

Run Date: Page No.

04/16/2011 01:58:15AM WEEKLY Run Time:

5,000.00 Distrib Amount 5010000 Sch.Lo 5850 Funct Obj 10000 90127.0 32000 Goal Res.Prj Fund 0.10 Culver Park High School DD11023 **Dept/Site** CONSULTANTS Description 04/14/2011 Vendor Name THE HEART PROJECT 04/15/2011 Ord# Date Change Stat < 04/14/11 DD11023 PO Date PO#

250,337.61 250,337.61 Total by District: 64444

5,000.00

THE HEART PROJECT

PO Amt

End of Report LAPO009C

NONPUBLIC SCHOOLS:

\$5,985.00 INCREASES:

\$2,765,427.97 TOTAL YID:

CULVER CITY UNIFIED SCHOOL DISTRICT DISTRICT WARRANT REPORT 2010 - 2011

COMMERCIAL WARRANTS

MAR. 11, 2011 - APRIL 13, 2011

\$ 2,347,735.00

PAYROL WARRANTS

MAR. 11, 2011 - APRIL 13, 2011

\$ 3,734,618.89

TOTAL:

\$ 6,082,353.89

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:

<u>Location</u> <u>Donor/Item(s) Donated</u>

Culver City Unified School District Michael Skolnik

100 Books for School Libraries

Culver City High School Nicholas Gessler

1953 Ford Truck for ROP Auto Class

La Ballona Elementary School Sara Fields

One Box of English Language Learner

Professional Leadership Books

El Marino Language School Leandra Kamba

20 Books and 30 Videos for Library

Addison Pan

26 Reams of Paper, 4 Boxes of Envelopes

Linwood Howe Elementary School David Metzler

Apple iMac Computer

Dell Monitor, Samsung Monitor

Adam Sinclair

Alienware Computer, Sansung Monitor

Keyboard, Mouse, Speakers

RECOMMENDED MOTION:

That the Board accepts with appreciation the gifts

listed.

Moved by:

Seconded by:

Vote:

9.4 <u>Financial Implication for Certificated Services Report No. 18</u>

Total Fiscal Impact per Funding Source:

ADA – Adult School \$ 2,215.08

Fee Based – Adult School \$18,620.48

Title II- Part A Teacher Quality NCLB \$ 437.50

Office of Child Development \$13,576.50

9.4 <u>Certificated Personnel Services Report No. 18</u>

- I. Authorization and Ratification of Employment
 - A. Substitute Teachers Adult School

Effective April 27, 2011 at \$28.19 per hour, work as needed

Funding Source: ADA/General Fund

- 1. Bertling, Erika
- 2. Gallardo, Hortensia
- B. Substitute Teacher District Office

Revision – Item previously approved as extra assignment on Board Report No. 17; 4/12/11

Effective April 13, 2011 at \$125.00 per day, work as needed

Funding Source: General Fund

- 1. Reimers, Rachel
- C. Substitute Teachers District Office

Effective April 27, 2011 at \$125 per day, work as needed

Funding Source: General Fund

- 1. Glenn, Daniel
- 2. O'Brien, Beverly
- 3. Tsap, Jane
- D. <u>Extra Assignment</u> Office of Child Development, Additional Pre-School Coverage Effective March 1, 2011 through June 17, 2011 at stated current hourly rate,

not to exceed 50 hours

Funding Source: Child Development

Total Cost: \$12,456.00

1.	Aqueveque, Rosa	\$22.41 per hour
2.	Armendariz, Anna	\$21.52 per hour
3.	Frederick, Georgia	\$21.52 per hour
4.	Gray, Angela	\$25.44 per hour
5.	Jones, Rhonda	\$20.71 per hour
6.	Langston, Marie	\$21.52 per hour
7.	Reeves, Patricia	\$27.25 per hour
8.	Rico, Albert	\$21.52 per hour
9.	Sapir, Rosana	\$22.41 per hour
10.	Soliman, Nermine	\$22.41 per hour
11.	Tillett, Aretha	\$22.41 per hour

9.4 Certificated Personnel Services Report No. 18 – Page 2

- I. Authorization and Ratification of Employment Continued
 - E. <u>Extra Assignment</u> Office of Child Development, Additional Pre-School Coverage Effective August 30, 2010 through June 17, 2011 at \$22.41 per hour, not to exceed 50 hours Funding Source: Child Development

Total Cost: \$1,120.50

- 1. Davis Bailey, Renee
- F. Extra Assignment Adult School, Spring/Summer Trimester

Effective April 11, 2011 through June 17, 2011 at \$35.16 per hour, not to exceed stated hours

Funding Source: Fee Based Total Cost: \$10,372.20

1.	Albert, Deborah	Sewing	3.0 hours per week
2.	Astrachan, Bryan	Driver's Education	3.0 hours per week
3.	Hoebink, Robert	Computers	5.0 hours per week
4.	Jones, Stephen	Oil Painting	2.5 hours per week
5.	Morris, Ruth	Japanese	2.0 hours per week
6.	Ramirez, Vincent	Tennis	4.0 hours per week
7.	Sikorski, Patricia	Music	5.0 hours per week
8.	Teetzel, Todd	Photoshop	3.0 hours per week
9.	Wolfe, Nancy	Commercial Acting	2.0 hours per week

G. Extra Assignment – Adult School, Spring/Summer Trimester

Effective April 11, 2011 through June 17, 2011 at \$31.64 per hour, not to exceed stated hours

Funding Source: Fee Based

Total Cost: \$1,265.60

1. Stein, Eileen French 4.0 hours per week

H. <u>Extra Assignment</u> – Adult School, Spring/Summer Trimester

Effective June 20, 2011 through July 29, 2011 at \$35.16 per hour, not to exceed stated hours

Funding Source: Fee Based

Total Cost: \$6,223.32

1.	Albert, Deborah	Sewing	3.0 hours per week
2.	Astrachan, Bryan	Driver's Education	3.0 hours per week
3.	Hoebink, Robert	Computers	5.0 hours per week
4.	Jones, Stephen	Oil Painting	2.5 hours per week
5.	Morris, Ruth	Japanese	2.0 hours per week
6.	Ramirez, Vincent	Tennis	4.0 hours per week
7.	Sikorski, Patricia	Music	5.0 hours per week
8.	Teetzel, Todd	Photoshop	3.0 hours per week
9.	Wolfe, Nancy	Commercial Acting	2.0 hours per week

9.4 <u>Certificated Personnel Services Report No. 18 – Page 3</u>

- I. Authorization and Ratification of Employment Continued
 - I. <u>Extra Assignment</u> Adult School, Spring/Summer Trimester

Effective June 20, 2011 through July 29, 2011 at \$31.64 per hour, not to exceed stated hours

Funding Source: Fee Based

Total Cost: \$759.36

1. Stein, Eileen

French

4.0 hours per week

J. <u>Extra Assignment</u> – Adult School, Spring/Summer Trimester

Effective June 20, 2011 through July 29, 2011 at \$35.16 per hour, not to exceed stated hours

Funding Source: ADA Total Cost: \$2,215.08

1. Childs, Linda

Citizenship

2.5 hours per week

2. Cockburn, Kinuko

Physical Fitness

8.0 hours per week

K. Extra Assignment - Elementary Sites, Common Core State Standards

Professional Development

Effective August 28, 2011 at \$35.00 per hour, not to exceed 2.5 hours per teacher

Funding Source: Title II- Part A Teacher Quality NCLB

Total Cost: \$437.50

1. Abascal, Atoosa

Linwood E. Howe

2. Borcherding, Nan

La Ballona

3. Cruz-Hebert, Anna

El Marino

4. Horiba, Alice

El Marino

5. Morgan, Nancy

Farragut

II. Leaves

1. Michel, Lisa High School

Personal Leave of Absence Without Pay September 5, 2011 through June 22, 2012

III. Resignations

1. Cockburn, Kinuko
Adult School – Exercise Instructor

Effective August 1, 2011

Reason: Retirement

2. Craig, Ellen

El Rincon – Principal

Effective June 30, 2011

Reason: Personal Reasons

3. Elbaum, Edith Adult School

Effective April 29, 2011 Reason: Personal Reasons

9.4 <u>Certificated Personnel Services Report No. 18 – Page 4</u>

III. Resignations - Continued

4. Kohout, Erica

English Teacher - High School

Effective June 17, 2011

Reason: Personal Reasons

5. Laura, Gwenis

Effective June 30, 2011

Asst. Superintendent – Educational Svcs.

Reason: Job Offer

Revision to Effective Date: previously approved on Board Report No. 17; 4/12/11

6. Katayama, Gary

Adult School Teacher

Effective June 19, 2011

Retirement

7. Nazzaretta, Joseph

Music Teacher - Middle School

Effective June 18, 2011

Retirement

RECOMMENDED MOTION:

That approval be granted for Certificated Personnel

Services Report No. 18

Moved by:

Seconded by:

Vote:

9.5 Financial Implication for Classified Personnel Services Report No. 18

Total Funding Fiscal Impact:

Adult School Program Total:

\$39.13 per hour, as needed

Child Development Total:

\$1,913.10

General Fund Total:

\$6,000

Kids Summer Program Total:

\$39.13 per hour, as needed

School Improvement Total:

\$6,700

I. Authorization, Approval & Ratification of Employment

A. <u>Child Development</u>

1. Instructional Assistants – Child Development

Funding Source: Child Development Fiscal Impact: \$1,913.10/assignment

B. Clerical & Fiscal

1. Summer Enrollment Clerk

Funding Source: General Fund – Ed Services/Pupil Personnel Services Fiscal Impact: Hourly rate of pay

C. <u>Instructional Assistants</u>

1. Instructional Assistant -- Computer Lab

Funding Source: General Fund Fiscal Impact: \$6,000/year

2. Instructional Assistants – Computer Lab

Funding Source: School Improvement Fiscal Impact: \$6,700/year

D. Adult School Lecturers

1. Temporary Adult School Lecturer

Funding Source: Adult School – Fee Based Fiscal Impact: \$39.13/hour, as needed

2. Temporary Adult School Lecturer

Funding Source: Kids Summer Program Fiscal Impact: \$39.13/hour, as needed

9.5 <u>Classified Personnel Services Report No. 18</u>

I. Authorization, Approval & Ratification of Employment

A. <u>Child Development</u>

1. Boudreaux, Michelle Instructional Assistant – Child Development

Child Development – Extra Assignment

Not to exceed 30 hours

Funding Source: Child Development

Effective March 1, 2011 through June 17, 2011

Range 11 – \$15.64 per hour

2. Garcia, Elda Instructional Assistant-Child Development-Bil.

Child Development - Extra Assignment

Not to exceed 30 hours

Funding Source: Child Development

Effective March 1, 2011 through June 17, 2011

Range 11 - \$16.89 per hour

3. Gomez, Yolanda Instructional Assistant – Child Development

Child Development – Extra Assignment

Not to exceed 30 hours

Funding Source: Child Development

Effective March 1, 2011 through June 17, 2011

Range 11 - \$13.48 per hour

4. Rubalcaba, Carolina Instructional Assistant-Child Dev. II-Bil.

Child Development – Extra Assignment

Not to exceed 30 hours

Funding Source: Child Development

Effective March 1, 2011 through June 17, 2011

Range 13 - \$17.76 per hour

B. <u>Clerical & Fis</u>cal

1. Summer Enrollment Clerk District Office – Pupil Personnel Services

Not to exceed 8 hours per day Funding Source: General Fund – Ed Services/Pupil Personnel Services

Effective July 25, 2011 through

August 26, 2011 Hourly rate of pay

9.5 Classified Personnel Services Report No. 18 - Page 2

I. <u>Authorization, Approval & Ratification of Employment – continued</u>

C. <u>Instructional Assistants</u>

1. Conley, Riko

Instructional Assistant - Computer Lab

Farragut – 11 hours per week, school year

Funding Source: General Fund

Effective April 28, 2011 Range 16 – \$15.18 per hour

2. Germain, Linda

Instructional Assistant – Computer Lab El Marino – 12 hours per week, school year Funding Source: School Improvement

Effective April 27, 2011 Range 16 – \$15.18 per hour

D. Adult School Lecturers

1. Demitroff, Genea

Temporary Adult School Lecturer Adult School – Summer Program

Funding Source: Adult School - Fee Based

Effective June 20, 2011 through

July 29, 2011

Hourly, as needed – \$39.13 per hour

2. Perez, Tamara

Temporary Adult School Lecturer Adult School – Kids Summer Program Funding Source: Kids Summer Program

Effective June 23, 2011 through

July 29, 2011

Hourly, as needed - \$39.13 per hour

II. Authorization, Approval & Ratification of Resginations

1. Vargas, Jocelyn

Instructional Assistant – Special Education High School – 3.9 hours per day, school year Funding Source: General Fund – Special Ed

Effective April 19, 2011 Range 14 – \$16.88 per hour

RECOMMENDED MOTION:

That approval be granted for Classified Personnel Services Report No. 18

Moved by:

Seconded by:

Vote:

9.6 Enrollment Report

The attached reports display enrollment information for the seventh month of the 2010-2011 school year. The reports are presented in two formats: a monthly detail and a summary comparison.

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

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

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District accept the Enrollment Report for month seven of the 2010-2011 school year as presented.

Moved by:

Seconded by:

Vote:

Culver City Unified School District Enrollment for the 7th School Month (2/7/11 - 3/4/11) 2009 - 2010

ELEMENTARY	El Marino	El Rincon	Farragut	La Baliona	Linwood Howe	Ind. Study	Total
K	133	90	90	91	70	0	474
1	132	95	92	113	89	0	521
2	131	91	83	92	79	0	476
3	118	89	78	86	71	0	442
4	121	82	87	59	88	0	437
5	116	80	89	92	80	0	457
Spec Class	0	19	6	0	28	0	53
Elementary Total	751	546	525	533	505	-	2860

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	498			0	498
7	_ 516			0	516
8	502			0	502
9		545	0	3	548
10		573	3	4	580
11		569	29	4	602
12		507	42	19	568
Spec Class	24	45	0	0	69
Secondary Total	1540	2239	74	30	3883

Total K-12 Enrollment 6743				
	Total	K-12	Enrollment	6743

PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
57	16	41	8	88	97	307

ADULT SCHOOL

Adult Basic Education	ESL	Citizenship	Adults with Disabilities	Older Adults Prog	High School Subjects	Total
104	389	7	18	241	249	1008

Notes:

- 1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
- 2. Of the 249 students enrolled in high school subjects, 70 concurrently attend high school

Culver City Unified School District Enrollment Comparison 09-10 vs 10-11

ELEMENTARY	1s School		nd ol Month	rd Month	4 School	th Month	th Month
		10-11	10-11	10-11		10-11	10-11
El Marino		747	748	748		750	750
El Rincon		529	538	542		538	541
Farragut		523	526	524		523	522
La Ballona		524	532	532		531	529
Linwood Howe		500	494	502		504	502
Ind. Study		0	0	002		- 557	302
Special Ed		Incl	Incl	Incl		Incl	Incl
Elementary Total		2823	2838	 2848		2846	2844

	1st		2r	nd	3	rd	41	th	51	th .
SECONDARY	School Mor	nth	School	Month	School	Month	School	Month	School	Month
	10-	11		10-11		10-11		10-11		10-11
Middle School	15	560		1565		1559		1549		1542
High School	22	290		2298		2271		2259		2251
Culver Park		59		67		66		71		71
Ind. Study		8		0		28	·	29		30
Special Ed		Incl		Incl		Incl		Incl		Incl
Secondary Total	39	917	r è	3930		3924		3908		3894

K-12 Total	6740	6768	6772	6754	6738

Culver City Unified School District

Enrollment Comparison 09-10 vs 10-11

ELEMENTARY	th Month	ľ	th Month	th Month	th Month	Oth I Month		th Month
	10-11		10-11	10-11	 10-11	10-11	001100	10-11
El Marino	754		751		 -	10-11		10-11
El Rincon	544		546			_		
Farragut	525		525					<u> </u>
La Ballona	529		533					
Linwood Howe	505		505					
Ind. Study	0		0					
Special Ed	Incl		Incl	Incl	Incl	Incl		Inci
								- 11101
Elementary Total	2857		2860	 0	O	0		0

SECONDARY		th		th	_	th		th		Oth		lth
SECONDART	Schoo	Month	Schoo	<u> Month</u>	Schoo	Month	School	Month	Schoo	l Month	Schoo	l Month
		10-11		10-11		10-11		10-11		10-11		10-11
Middle School		1540		1540						10-11		10-11
High School		2245		2239								
Culver Park		75		74								
Ind. Study		30		30								
Special Ed		Incl		Incl		Incl		Incl		Incl		Incl
	1									11101		
Secondary Total		3890		3883		0		0		0		

K-12 Total 6747 6743 6743 0	0
-----------------------------	---

9.7 <u>Approval is Recommended for the Single Plan for Student Achievement for Linwood E. Howe Elementary School</u>

Education Codes 52853 and 52855 require school plans to be annually reviewed, revised and submitted to the Board of Education for approval. Linwood E. Howe Elementary School is submitting its Single Plan for Student Achievement.

RECOMMENDED MOTION:

That the Board approves the Single Plan for

Student Achievement, as submitted, for Linwood

E. Howe Elementary School.

Moved by:

Seconded by:

Vote:

Linwood E. Howe Elementary School

19-64444-6012694

Date of this revision: March 15, 2011

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California Education Code sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the Application, and NCLB Program Improvement into the Single Plan for Student Achievement. School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated

contact the following person: For additional information on school programs and how you may become involved locally, please

Contact Person: Amy Anderson

Telephone Number: (310)842-4338 4100 Irving PI

E-mail Address: amyanderson@ccusd.org Cuiver City CA 90232-2812

Culver City Unified School District School District

Superintendent: Telephone Number: (310) 842-4220 Patricia Jaffe

4034 trying Place Culver City, CA 90232

E-mail Address: patriciajaffe@ccusd.org

The District Governing Board approved this revision of the School Plan on

and Reinvestment Act funds to be utilized for site based services. The site has agreed to the centralization of Economic Impact Aid and Title i American Recovery

This plan will be considered valid upon the approval from the Culver City Unified School District's Board of Education. Upon approval, this plan will remain in place for the school year that it was approved, and it will act as an interim plan until a new plan is submitted and approved that it was approved, and it will act as an interim plan until a new plan is submitted and approved in the coming school year.

https://secure.doc-tracking.com/v2/Home/DocumentDisplay.aspx?A=2485&D=7632

II. School Vision and Mission

The Single Plan For Student Achievement

The mission of the Culver City Unified School District, a diverse haven of excellence, is to ensure that each student possesses the academic and personal skills necessary to achieve his/her highest potential as a valued, responsible member of society by providing challenging, personalized educational experiences in a safe, nurturing environment and by fostering a passion for teaching and learning with committed parent and community involvement

We believe that:

- Each person deserves to be safe
- Everyone deserves to be treated with respect.
- Honoring diversity makes us stronger.
- Peace is worth pursuing.
- The quality of life is determined by the harmony among emotional, physical, spiritual and intellectual pursuits
 Everyone has a right to a belief system.
 Assthetics is essential to life.

- We are responsible for ourselves and accountable to each other.
- Individuals have the right to express their views, opinions and thought.
 The sense of family and belonging is integral to our lives.
 Everyone has the right to preserve his/her dignity.
 Each person has the capacity for goodness.

LINWOOD E. HOWE ELEMENTARY SCHOOL MISSION STATEMENT

for our students to become productive members of our society, Linwood Howe School develops learners who are motivated to read, write, think, problem solve, and apply their learning to their everyday lives. Recognizing the varied learning styles of our students, we provide a curriculum that is accessible to all learners. Our goal is to develop students who demonstrate the characteristics of responsibility, respect and resourcefulness. At Linwood E. Howe Elementary School, we provide a safe environment for our diverse student population, in order

III. School Profi

At Linwood E. Howe Elementary School, our goals are for students to achieve academic success as well as to develop their character to become responsible, respectful, and resourceful citizens. Our school community fosters mutual respect among all of its members, including parents, students, teachers, staff and community members. Opportunities for parent involvement and partnership are regularly provided and encouraged. It is our hope that all parents find at least one support activity in which they can take part. Our teachers maintain professionalism through ongoing communication, collaboration, problem solving, and participation in professional growth opportunities. As a learning community, the staff members, students, and paractic of Linwood E. Howe School continue their tradition of striving for excellence. All Linwood Howe teachers are highly qualified under the provisions of 'No Child Left Behind' (NCLB).

During the 2003-04 and 2004-05 school years, Open Court 2002,was phased in to replace the previous Open Court reading and language arts texts. The newer program has multiple components for teachers to better provide differentiated instruction for their students' varied levels and abilities. Material is included to challenge advanced learners, meet the needs of those requiring additional help to grasp the content standards, and to help students who are still learning English.

Fundin

Lin Howe School programs are funded through various sources. The District general fund pays for books, teachers, office staff, custodians, the librarian, and special education instructional aide salaries, building and grounds upkeep, etc. Additionally, we receive a Unit Budget from the District's general fund and a custodial budget per student enrolled in our school. These funds are used to purchase classroom supplies such as paper and pencils, office supplies, dupikcating paper, custodial supplies, service contracts for our duplicating machines, etc. We also receive School Improvement and Title I categorical funds. These additional funds may only be used for supplementary programs and materials to meet the goals in our School Improvement/Title I Single Plan Student Achievement. The PTA and Linwood E. Howe Bosters generously rises funds to pay for field trips, assemblies, subsidized after school enrichment classes, as well as many other school activities. Additionally, stakeholders contribute to a donations fund from which we purchase supplemental materials.

Technolog

Linwood Howe School has a library and a computer lab. The library has four internet-connected computers to be used by the students for research or other library related reasons. We are fortunate that the computer lab has 30 internet connected computers, which were purchased with grant funds. School Improvement and Title I funds also pay to staff our computer lab with an instructional aide for 19,5 hours per week. The computer aide works with students and assists both students and teachers with the use of computer technology for enhanced learning.

Most classrooms contain at least one computer for student and teacher use. During the 2003-04 school year, each fourth and fifth grade classroom received three new PCs paid for by a grant written by our District librarian. Linwood Howe School Improvement and Title I funds were used to pay for software for these computers. 2005-2006 Title I and School Improvement funds were used to provide one new PC and printer for each classroom in grades kindergarten through third and for resource and special day class teachers, also. Therefore, as of the 2006-2007 school-year, all teachers had access to the internet in their own classrooms. This technology ensures that all our teachers can actively use the Gailleo/West Ed/ATI program for assessment and data driven instruction. The Gailleo Program was initiated during the fall of 2007, in order to improve student achievement, district-wide. The purchase of computers and printers for every Linwood Howe teacher supports the Districts move toward computers to data access for all teachers and our staff now has the computers to immediately access that information.

All Linwood Howe teachers are assigned CCUSD email addresses which they use for internal communication as well as communication with families. Pertinent educational information and messages from the principal, school, and District are sent via e-mail. Students have access to the classroom computers at the teachers' discretion.

Over the past couple of years, many teachers have received grant funding for additional technology in their classrooms. We now have at least on liaptop/projector kit per grade level, two SMART Boards, a Bright Link, and a set of response clickers. We expect that technology will be utilized in its many forms to improve instruction and engage students.

Parent and Community Participation

https://secure.doc-tracking.com/v2/Home/DocumentDisplay.aspx?A=2485&D=7632

1/19/2011

Lin Howe School has a friendly and warm community of parents who are supportive and welcome on our campus. Teachers, specialist, support staff, and the principal are readily available for questions, concerns, and updates on how students are progressing. Parents are encouraged to observe and volunteer in the classrooms and on field trips. We appreciate parent attendance during our numerous assemblies and recognition programs such as, Character Counts and the school-wide, daily morning assemblies. We also have traditional forums for parental involvement. Examples are as follows: the Parent Teacher Association (PTA) and Linwood E Howe Boosters with their numerous committees and projects, School Site Council, English Learners Advisory Council (ELAC), Gifted and Talented Education Advisory Council (GATE), and 5th grade parent committees. These groups hold regularly scheduled meetings and events throughout the year. Parents and community members are included in decision making, activities and projects to improve our school. We are also fortunate to have a large cadre of volunteers who donate thousands of hours of their time to assist students and teachers. All volunteers are screened for tuberculosis and are fingerprinted.

English Language Learners (ELL):

Lin Howe is supported by a shared ELD Specialist and an ELD instructional aide. Both staff members assist classroom teachers in supporting their second language learners. The ELD Specialist conducts parent classes using the Latino Family Literacy Project program which teaches parents to make literacy a part of their family experience. Additionally, the ELD Specialist works with the principal to coordinate meeting with the English Learner Advisory Committee, which is a parent group who advises school personnel on the special needs and interests of our English learners. The committee is currently working on creating a parent resource room to be accessed by all parents.

All of our dedicated teachers have successfully completed their course work to be certified to teach English Language Leamers. Teachers must provide at least 100 minutes, per week, of specialized, ELD instruction for their ELD students.

Special Programs and Services:

Beyond our regular programs, Linwood Howe is proud to provide students with numerous special services such as: special education classes, school based counseling, ELD assistance, occupational therapy, adaptive PE instruction, speech therapy, instrumental and choral music instruction, and subsidized and fee-based enrichment classes. PTA donations enable us to provide many assemblies for our entire student body. We are very fortunate to have a large playground with both grass and blecktop areas. A credentialed PE teacher and two instructional assistants are responsible for providing our daily PE program. Every year new playground equipment is added in order to provide more activity choices for our students when they are on the yard. After school supervision is provided, on a fee basis by the CCUSD Office of Child Development through the KIK, SACC, and Club 26 programs. The Culver City Recreation Department also provides a fee-for-service supervision program called Culver City After-school Recreation Program (CARP). Culver City keeps the Linwood Howe playground open after school and on week-ends to be used by the community as a park. The community use is part of the City/CCUSD Joint Use Agreement. Although the City keeps the Linwood Howe playground/park open, it does not provide supervision for those children who use the park.

Intervention:

During the 2010-11 school year, we used Title I funds to purchase a computer program called Success Maker to be used for intervention and enrichment. Success Maker is computer software that is aligned to the California content standards and automatically and dynamically creates a custom path of instruction and practice opportunities within the courseware for each student based on their individual strengths and weaknesses. Success Maker software is both effective for students needing additional academic support and for students that would benefit from enrichment opportunities in reading. For intervention, students use the program three times per week either during or after school. Teachers may also use the program when they bring their entire class to the computer lab.

The staff at Lin Howe School believes that regular homework is an integral part of a successful educational program. The purpose of homework is to provide practice or review of previously taught concepts and skills,

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A School Where Character Counts:

Our philosophy is that we expect students to be good critizens who are respectful to themselves and others. Linwood E. Howe School Elementary School is a school where character counts. Both students and staff are expected to follow and model the character traits of Trustworthiness. Respectfulness, Responsibility, Falmess, Caring, and Good Clitizenship. When students make unwise choices, the staff counsels them and teaches appropriate strategies to use for better decision making. This assistance provides the children with more resources to draw upon to better handle future conflicts. Progressive discipline is used when necessary. In order to foster and maintain a safe environment, we have implemented "Too Good for Volence," "Too Good for Volence," and Caring School Communities programs across all grade levels. These programs are designed for teacher directed lessons and role playing activities that provide students with multiple tools to effectively deal with peer pressure and uncomfortable situations. Additionally, we have an Anti-Bullying subcommittee of parents and school staff who are working to provide students with positive ways to fight against bullying on campus. The committee provides are monthly newsieter to parents which updates them on school-wide anti-bullying activities as well as provides tips for

Campus Safety:

handling bullying.

One of Linwood Howe School's most important responsibilities is to provide a safe and secure environment for learning. Students are expected to be respectful of each other's learning time, feelings, and personal space, within and outside the classroom. We have a closed campus during the school day and hersonal space, within early passes from the front office to be on the campus grounds. Only authorized adults may pick up cliden who leave school before the end of the school day. All staff members and volunteers must be fingerprinted and have received first side and emergency training and we conduct monthly emergency drills for students and teachers to practice emergency procedures. The district provides a campus security officer, whom we share with the other elementary sites. The officer checks in periodically as well as responds to calls when we need security personnel. Culver City Police Department offers the district access to a School Resource Officers who responds when we need to campus.

Student Achievement:

The Linwood Howe staff continues to strive toward improving student achievement. As our teachers concentrate on the California State Standards, in all curricular areas, they regularly analyze students strengths and weaknesses. The data collected is used to develop individual and grade level plants to improve student achievement. The staff is currently putting greater emphasis on getting better teaching and learning strategies into place to help our English Language Learners (ELL) experience the academic growth they are capable of making. During the 2010-11 school year, two teacher leaders and the principal regularly attend workshops to learn strategies to support our EL population. ELL students participate in our supplemental, remedial programs and are working on increasing proficiency and closing the achievement gap.

There are many other ways to determine student achievement beyond the standardized tests that are required by California. Students are assessed at regular intervals by the use of publisher and district benchmark assessments. Additionally, students in second through fifth grades take regular benchmark exams which are standardized district-wide. Results of these assessments are recorded and shared with the principal, the district, and other grade level bachers. Analysis of the findings help teachers to determine what students have learned, when it is firm to move ahead, and what areas may need re-teaching or reviewing. Teachers may also evaluate students using oral questioning and project-based evaluations. We are on a trimester system for report cards with three reporting periods. Parent conferences are currently held in October with parents whose children are struggling may be contacted to meet with teachers again, in April, when the first trimester is complete. Parent conferences for all parents are held in December.

2

The principal is responsible for evaluating teachers and other site employees according to district procedures and

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state law. All Linwood Howe teachers are fully credentialed and are qualified to teach English Language Learners. All staff members participate in ongoing district and school wide staff development in all curricular areas. The staff is encouraged to learn and practice new techniques and refine existing skills for the purpose of improving and maximizing student learning, in accordance with state standards. We have 26 highly qualified teachers at Linwood Howe School. This includes three special day class teachers, two resource teachers, and one physical education specialist. An itinerant physical education teacher visits the campus to teach adaptive PE. We also have a speech and language therapist and an itinerant instrumental music teacher. Three of our special education classes are self-contained for students who have mild to moderate learning disabilities. The resource specialist conducts a pull out program to work with students with mild/moderate learning disabilities and are enrolled in regular education.

Substitute Teachers:

We have a large pool of substitute teachers from which to draw. Some request to exclusively work at Linwood Howe. Our teachers use the district process for evaluabing substitute teachers. Those substitutes who are unsuccessful with our students are not asked to return. In the rare case that there are no substitute teachers available, the principal steps in to teach. In an emergency, a class may be equitably divided among other, same grade level teachers, who are compensated accordingly.

Student Success Team (SST):

Lin Howe has an established Student Success Team (SST) that meets on a regular basis to review cases referred by teachers after interventions have failed to improve student performance. An SST is a regular education function that determines if additional interventions are needed and whether the child should be referred for district assessments. The SST members consist of the principal, resource specialist, speech therapist, psychologist, student's current teacher, and the child's parents.

Gifted and Talented Education (GATE):

The staff continues its commitment to actively identify and recommend all qualified students for the Gifted and Talented Education Program (GATE). All of our teachers are trained to deliver differentiated instruction to meet all students' instructional needs. Many GATE students choose to participate in our After School Enrichment Program.

Reading/Language Arts and Content Standards:

Linwood Howe School uses the district adopted kindergarten through fifth grade reading and writing curricula that follows the California State Content Standards. Each grade level has standards for reading, writing, written and oral English language conventions, listening and speaking. Students are provided instruction at their grade level with adjustments made for those who are struggling or are above grade level. We use SRA Open Court Reading, 2002 as our reading and language arts series program. Spelling is embedded in the Open Court Program. Reading and writing are assessed throughout the year using publisher and district benchmark assessments. English Language Development (ELD) students receive 100 additional, instructional minutes in reading and writing English, larguage their English language levels. Whiting is an area that needs improvement for our students. The addition of the "Being a Writier" program will address this need.

Mathematics and Content Standards:

The Culver City Unified District also uses the adopted kindergarten through fifth grade mathematics curricula that follows the California State Content Standards. Our math series is EnVision Mathematics that includes the state math standards embedded within the lessons. In mathematics, all grade levels, including kindergarten, are instructed in number sense, analysis and probability, and mathematical reasoning. Lessons use visuals, manipulatives (blocks, fraction pieces, etc.), and drill and practice. Math is an area of strength for the students at Linwood Howe. To enhance the mathematics program, we have instituted the Math Olympiads for Elementary and Middle Schools (MOEMS) Program at Linwood Howe. Currently, participants are fourth and fifth graders who compete with other matheless throughout the United States and internationally. Dr. Jason Frand and Mrs. Ruth Seben, both retirees from UCLA, volunteer as coaches for our students. Linwood Howe will be hosting our Third Seben, both stores that thoughout the state of internationally. Brown of the program and the state of the program of the hosting our Third Seben, both retirees from UCLA, volunteer as coaches for our students. Linwood Howe will be hosting our Third Seben, both stores the coaches throughout Los Angeles County in March, 2010. In 2011, we added "Body Math." Two parent volunteers work with 1st and 2nd graders to experience mathematical thinking through movement.

Science and Social Studies Content Standards

Our science series is Scott Foresman. The curriculum for science follows the California State Standards and consists of physical science, life science, earth science and investigation and experimentations for each grade level, kindergarten through fifth grade. All students have a textbook. The Open Court, 2002 Reading Program incorporates both science and social studies topics within its lessons. Our history/social science curriculum also follows the state standards with different themes for each grade level. Fourth and fifth grades also have independent textbooks for social studies. Kindergarten-third graders study the family and community, fourth graders study California and fifth graders study United States history.

Visual and Performing Arts and Content Standards:

In 2004, the state adopted a new framework and content standards for Visual and Performing Arts(VAPA). In response to the new state framework and as a component of Culver City Unified School District Strategic Plan and CCUSD K-12 Standards-Based Arts Education Plan, three different art series were piloted by Linwood Howe teachers and teachers from other elementary sites. The district curriculum committee adopted the SRA Art Connections in June, 2005, as our district-wide series. Teachers received training on how to best utilize the program and Sony Picture Studies provided funds for the elementary schools to purchase necessary art supplies to support the curricula. Additionally, the Music Center, the Culver City Symphonic Jazz Orchestra, and Playa Vista provided funds and specialists in fine arts, language arts, and music to support our school and the district-wide arts provided funds and specialists in fine arts, language arts, and music to support our school and the district-wide arts provided funds and specialists in fine arts, language arts, and music to support our school and the district-wide arts provided funds and specialists in fine arts, language arts, and music to support our school and the district-wide arts provided funds and specialists in fine arts, language arts, and music to support our school and the district-wide arts provided funds and specialists in fine arts, language arts, and music to support our school and the district-wide arts provided funds are supported to the series of the Language Arts curriculum.

In 2010-11, parents formed the Arts Outreach Committee. They work to provide quality, standards-based arts education to every Lin Howe student. The committee has a chairperson at each grade level who is responsible for knowing the VAPA standards and the grade level standards. The chair person recruits volunteers to provide standards-based art lessons to students in the given grade level.

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Comprehensive Needs Assessment Components

Data Analysis (See Appendix A)

Conclusions from Student Performance Data:

- Academic Performance Index (API) score fell by 4 points
- There is a general "dip" in third grade performance.
 Linwood Howe did not meet all of the criteria for Adequate Yearly Progress (AYP) (Hisp. and Socioeconomically disadvantaged in meth)
 Our English Language Learners and socioeconomically disadvantaged students continue to have the largest gap to overcome in moving toward 100% of all students in those subgroups scoring proficient or above on the California Standards Test (CST).

œ

Conclusions from Parent, Teacher and Student Input:

- and test scores. involvement in order to help increase learning Parents, members of the Site Council, and the English Language Advisory Council want to emphasize parent
- mainstream. Parent groups are emphasizing activities and other methods to help bring Spanish speaking parents into the
- New strategies and a greater effort needs to be made to help English Language Development (ELD) students
 move from Limited English speaker status to
 Fluent English speaker.
- Some parents have indicated a need for enrichment for students who are performing above grade level

ი Classroom Observations

Classroom observations are conducted formally and informally by the school principal. The principal schedules formal observations twice a year with teachers who are being evaluated for the current year. She also conducts at least two informal observations of the evaluated teachers. After each observation, the principal meets to discuss areas of strength and needed improvement with the evaluated teacher. The principal provides the district with a mid-year evaluation of any temporary or probationary teachers and provides final evaluations of all teachers observed.

The principal conducts regular walk-throughs of classrooms to observe instruction and to remain aware of the quality instruction teachers are providing and to monitor student engagement.

Teachers frequently observe one another to share best practices as well. New teachers are supported by Beginning Teacher Support and Assessment (BTSA) and are offered opportunities to observe teachers who have more experience. Additionally, teachers make arrangements among themselves to observe specific teaching strategies in an effort to improve their own practice.

Ö Student Work and School Documents

Teachers work in grade levels to analyze student work to improve instruction. Teachers meet as grade level teams at least one Wednesday afternoon a month so that they can discuss student work and the implications of future instruction. They are learning how to use the results of student achievement tests to group students for reteach and enrichment opportunities during the school day.

Student work is also used to report student progress. Teachers use standards-based report cards to report student progress to parents after each trimester. Teachers also use student work to report concerns to parents and support staff using the Student Study Team (SST) process. If a teacher has behavioral or academic concerns regarding a students' progress, they can refer the student to SST to assign appropriate interventions. If the interventions do not fully address concerns, students may then be referred for testing for special needs.

Student work is prominently displayed throughout campus. Artwork and writing decorate our warm campus, showing the many opportunities students have to express themselves and their learning.

In addition to report cards and SST documents, other school documents include cumulative records and health records. Every student has a file that follows them throughout their schooling, documenting important

information such as report cards, attendance and enrollment information, and discipline paperwork including any suspension documentation. The nurse keeps documentation of any health concerns of which we need to be aware and shares pertinent information with school staff.

į Analysis of Current Instructional Program (See Appendix B)

School-wide Program Needs Assessment Supporting No Child Left Behind

Programs/activities to be implemented that support improving pupil achievement and standards in Reading/Language Arts: meeting grade level

- Instructional Programs and Strategies:
- Instruction is content standards based
- All teachers CLAD certified & Highly Qualified
 Teachers are trained to use differentiated instructional strategies
- Success Maker

- More certificated teachers and funding for supplemental intervention programs
 Additional resources for improving ELL student achievement
 Additional professional development addressing the use of assessment data to drive instruction and provide Universal Access Time

Assessment

- District-wide assessment instruments
- Teacher collaboration
- Teacher collaborationParent/Teacher Conferences and SSTs

- Focused, complete ATI/Gailieo implementation
 Continue to develop the PLC model to maximaize teacher collaboration
 Truly using assessment data to drive instruction

MATHEMATICS

standards in Mathematics: Programs/activities to be implemented that support improving pupil achievement and meeting grade level

- Effective Instructional Programs and Strategies:
- Instruction is content standard based.
- Differentiated Instruction
- Grade level team collaboration
- Math Olympiads
- Needs

Success Maker

- Additional professional development addressing the use of assessment data to drive instruction
- Improved reading comprehension for word problems
 Continued Professional Development on new math series
 Continue to develop the PLC model to maximalize teacher collaboration

- Strengths
 1. District-wide assessment instruments
- Teacher collaboration
- Parent/Teacher Conferences and SSTs

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- Focused, complete ATI/Galileo implementation
 Move from collaboration to Prof. Learning Communities
 Truly using assessment data to drive instruction

SCIENCE

Programs/activities to be implemented that support improving pupil achievement and meeting grade level standards in Science:

- Effective Instructional Programs and Strategies
- Differentiated Instruction
- Departmentalized teaching for some grades
 Partnership with UCLA including NSTA membership

- Better teacher familiarity with content standards
- Additional time spent on science instruction
 More grade level & cross grade level collaboration
 Hands-on, authentic activities & experiments

Assessment

5th grade teachers are using assessment information to drive instruction

- District-wide common assessments
 Prof. Development on using data to drive instruction
 Prof. Learning Community data analysis

ADDRESSING SPECIAL NEEDS STUDENTS

Performance Goal 2:

minimum attaining proficiency or better in reading/language arts and mathematics All limited English-proficient students will become proficient in English and reach high academic standards, at a

ENGLISH LANGUAGE LEARNERS

Effective Instructional Strategies:

- Maiching ELL Lang. standards to those of English only students
 ELL small group pull out
 All teachers CLAD certified & highly qualified
 Teachers teaching ELD in small groups during school
- Success Maker

- Structured ELD instruction at all grade levels
 ELD materials that are a better fit for district ELL standards
- Additional time for specialized instruction within the school day

LOW SOCIO ECONOMIC STUDENTS

Effective Instructional Strategies

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- Ruby Payne Framework of Poverty Prof Dev.
- Family Education Nights
- Subsidized After School enrichment classes Success Maker
- Free Homework Help Classes

- Addition funds to provide for enrichment opportunities
 increased parent education and academic support

PROFESSIONAL DEVELOPMENT AND HIRING

By 2005-2006, all students will be taught by highly qualified teachers.

Certificated Staff

Current Data % NCLB Compliant Teachers: 100% NCLB Benchmark: 100%

Current Data % NCLB Compliant Instructional Aides: 100% NCLB Benchmark: 100%

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V. Description of Barriers and Related School Goals

The school community has developed five school goals to address specific needs at Linwood E. Howe. The first goal is related to the academic performance of our large population of English language learners (ELL students). About 33% of our students are learning English as a second language and are at various levels of doing so. There is a significant gap between their archievement and the achievement of our English-only population. Depending upon their English Language development (ELD) level, students are able to access grade-level instruction to various degrees. The goal we have set focuses on offering ELL students access to grade level standards so that they can more effectively master them. Teachers (all CLAD certified) offer instruction using appropriate ELD strategies. Teachers will also focus on front loading vocabulary and concepts during ELD small group instruction. ELL students will receive support as needed from the ELD coordinator and the ELD aide. Additionally, ELL students have opportunities to participate in intervention and enrichment classes.

A second goal we have set involves our students who are socioeconomically disavantaged. These students may have limited access to life experiences outside school, limiting their background knowledge. There is a significant gap between their achievement and the achievement of students who are not socioeconomically disadvantaged. Students and parents will be offered opportunities to participate in various school activites promoting background knowledge and school community. These activities include PTA sponsored Family Nights, parent education opportunities, and student assemblies. Additionally, students will be able to take part in during and after school intervention opportunities such as free Homework Help classes and Success Maker.

A third goal we have established is related to science. Fifth grade students are tested on the CST for knowledge of fourth and fifth grade science standards. While our students' scores have shown significant improvement, we would like to see achievement continue to grow school-wide, we have a new science text adoption and are working with personnel from UCLA to assist teachers in implementation of the new program. We have a committee of teachers who will provide staff development for teachers, as science instruction is not always a strength for teachers. We will hold science related family nights and assemblies to encourage family involvement in the study of science, such as Astronomy Night.

The fourth goal set by the Linwood Howe school community is related to physical fitness. Fifth graders are tested on their physical fitness achievement in the spring and some of the results indicate that students may not be prepared to transition to the middle school PE program, particularly the "aerobic capacity" portion of the test. Students may not be as physically active outside of the school day as we would expect. Therefore, our certificated PE teacher and his two aides are working to increase students 'physical activity here at school using the SPARKS! curriculum. Our PE coach is also working with other coaches district-wide to calibrate the testing and develop strategies for addressing gaps in achievement. Additionally, we have events such as the Jog-a-thon to promote

VI. Planned Improvements in Student Performance

The school site council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet API and AYP growth targets. As a result, it has adopted the following school goels, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

gaine: 2011 CST data	Gailleo Benchmark Assessments Classroom Assessments
Group data to be collected to measure academic	Means of evaluating progress toward this goal:
Math: 2101- 44% 2011 goal- 68.5%	
Brook English Language Arts: 2010- 45% 2011 goal- 67.6%	All identified English Language Learners
Anticipated annual performance growth for each	Student groups and grade levels to participate in this
the English language arts portion of the test. At least 68.5% th portion of the test.	67.6% of ELL students will score at proficient or advanced on the English language arts portion of the test. At least 68.5% of ELL students will score at proficient or advanced on the math portion of the test.
nents and Student Data pages) target on the 2011 California Standards Test (CST). At least	(Based on conclusions from Analysis of Program Components and Student Data pages) English Language Learners (ELL) students will meet the AYP target on the 2011 California Standards Test (CST). At least
	SCHOOL GOAL #1

SCHOOL GOAL #1				
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Latino Family Literacy Project	Begin February- Ongoing Monthly	Instructional Supplies	\$3,500	ELAP13
Family Nights	Ongoing	Materials Custodial Overtime	\$500	PTA Boosters
Parent Education Classes/Workshops	Periodic Throughout the	Consultants Child Care	\$2,000	ELAP (\$1,000)
				PTA (\$1,000)
ELD Professional Development	Ongoing	Substitutes and registration	\$500	ELAP
Spanish Transfetton	Ongoing	Aide Extra Assignment Salary and Benefits	\$1,000	ELAP
English Language Development Consultants	October-June	Contract Cost	\$1,779.38	Title
Math Olympiads	September - March	None	None	₩
Sucess Maker Computer Program and training	October-June	Software Substitute teachers	\$30,653.24	Title I
Instructional Assistants	August-June	Salary and Banefits	\$49, 415.40	Title I
Instructional Supplies	ongoing	ELD Materials	\$3336.70	ELAP

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See the "Litan" of Required Combrists for the SPSA" for content required by each program of funding source supporting this goal.

List the date an action will be been or will begin, and the cather it will be completed.

If funds appropriate to this goal are allocated to the achool through the Consolitated Application or other source, list each proposed expenditure, such as "middle greater seating futor" or "lapting computer" and the quantity to be acquired. Sohools participating in programs for which the school receives no self-cation may criticipating in programs for which the school receives no self-cation may criticipating the programs for which the school receives no

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VI. Planned Improvements in Student Performance (continued)

Group data to be collected to measure academic gains: 2011 CST data	Means of evaluating progress toward this gost: Gailleo Benchmark Assessments Classroom assessments
Math: 2010- 48.6% 2011 goal- 68.5%	
group: English Laguage: 2010- 44.4% 2011 goal- 67.6%	goal: Socioeconomically disadvantaged students in grades 2-5
Anticipated annual performance growth for each	Student groups and grade levels to participate in this
noed on the English language arts portion of the test. At d on the math portion of the test.	At least 67.6% of SED students will score at proficient or advanced on the English language arts portion of the test. At least 68.5% of SED students will score at proficient or advanced on the math portion of the test.
ents and Student Data pages) AVP target on the 2011 California Standards Test (CST).	(Based on conclusions from Analysis of Program Components and Student Data pages) Socioeconomically Disadvantaged (SED) students will meet the AYP target on the 2011 California Standards Test (CST).
	SCHOOL GOAL #2

SCHOOL GOAL #2				
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Dete(36) Completion Date	Proposed Expenditures (39)	Eatimated Cost	Funding
Family Nights	Periodic Throughout the Year	None	None	PTA and Linwood E Howe Boosters
After School Homework Help	January -June	Teacher Hourty	\$4,000	Linwood E HoweBoosters
Parent Education Nights	Periodic Throughout the Year	Teacher Extra Assignment Hours	\$2,000	ELAP (\$1,000)
		Materials		PTA (\$1,000)
Math Olympiads	September- June	Membership Dues	\$200	Education Foundation Grant
Success Maker Computer Program and Training	October-June	Software Substitute Costs	\$30,653.24	7 the 1
After School Enrichment Classes	October-June	Instructors	\$5,000	PTA Donation
		Materials		
Assembles	October- June	Presenters/ Performers	\$4 ,100	PTA Donations
Family Nights	Ongoing	Materials Custodial Overtime	\$500	PTA
Instructional Assistants	August-June	Safary and Benefits	\$49,415.40	Title I

993 288

See the "Charl of Required Contents for this SPAN for combent required by each program or funding source supporting this goal.
List the date an action will be stated or will begin, and the case it will be completed.
If funds appropriate to this goal are allocated to the action through the Consolitated Application or other source, had each proposed expenditure, such as
if funds appropriate to this goal are allocated to the action through the Consolitated Application or other source, had each proposed expenditure.
If made grades seating fund or or "spring computer" and the quantity to be acquired. Schools participating in programs for which the solvoid receives no
allocation may furth proposed expenditures.

Vt Planned improvements in Student Performance (continued)

Group data to be collected to measure academic gains: 2011 CST data	Means of evaluating progress toward this goal: Classroom Assessment
Anticipated ennusi performance growth for each group: 2010- 63% 2011 Goal- 68.5%	Student groups and grade levels to participate in this goal: all students, all grade levels
nents and Student Data pages) on the science portion of the California Standards Test	SCHOOL GOAL #3 (Based on conclusions from Analysis of Program Components and Student Data pages) (8,5% of fifth grade students will score proficient or advanced on the science portion of the California Standards Test (CST).

SCHOOL GOAL #3				
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Leaming, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Family Nights	Periodic Throughout School Year	None	None	PTA Volunteers
Teacher Professional Development	Periodic Throughout School Year	None	None	UCLA partnership
Service Learning Projects	Periodic Throughout School Year	Trout in the Classroom	\$1,720	Education Foundation Grants
Science Fair and Hands-on School-wide activities (ie. egg drop)	May and June 2011	Awards and supplies	\$400	Title I

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VI Planned improvements in Student Performance (continued)

own out work my (Based on conclusions from Analysis of Program Components and Student Data pages) 15% of fifth grade students will meet 5 out of 6 fitness criteria on the California Physical Fitness Test with 75% of the 1fth grade students will be in the Healthy Fitness Zone for serobic capacity.	ents and Student Dats pages) 1 the Celifornia Physical Fitness Test with 75% of the 18th spacify.
Student groups and grade levels to participate in this goal: All students, all grades	Anticipated annual performance growth for each group: Physical Fitness Goels:
	Percentage of Students Meeting 5 out of 6 Fitness Criteria. 2010- 68.7% 2011 goal- 75% Percentage of Students in the Healthy Fitness Zone for Aerobic Capacity. 2010- 61.5% 2011 goal- 75%
Means of evaluating progress toward this goal: PE assessments	Group data to be collected to measure academic gains: 2011 5th Grade Physical Fitness Test Scores

SCHOOL GOAL #4				
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (s.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimeted Cost	Funding Source
Jog-e-thon	March	Awards	\$400	AIA
		decorations		
Jump Rope for Heart	February	None	None	None
After School Enrichment Classes	October-June	Instructors	\$5,000	PTA Donations
SPARK Curriculum implemented by certificated PE teacher and aidee	September - June	PE Equipment	\$1,000	Donations PTA

See the "Cheer of Required Contemts for the SPSA" for content required by each program or funding source supporting this goal.
List the date on action will be believe or will begin and the claim it will be completed.
If funde appropriate to this goal are allocated to the school through the Conselected Application or other source, list each proposed expenditure, such as
including predex receiping futor or "apopto computer" and the quantity to be acquired. Schools participating in programs for which the action receives no
abcordion may owit proposed expenditures.

³³3 See the "Chart of Required Contents for the \$P\$A" for content required by each program or funding source supporting this goal.

List the date are setted, will be place or will bugh, and the date it will be compact.

If funds appropriate to this post are adocated to the school strough the Consolidated Application or other source, list each proposed expenditure, such as

'media' praces execting fund or "suppo computer" and the quantity to be acquired. Schools participating in programs for which the achievine washes no
allocation rety brink proposed expenditures.

VI Planned Improvements in Student Performance (continued)

anic students in grades 2-5	anic students in grades 2-5	goal: Hispanic students in grades 2-5 English Language: English Language: 2010- 44.4% 2011 goal- 67.6% Math: 2010- 48.6% 2011 goal- 68.5% Math: 2010- 48.6% 2011 goal- 68.5%
Ć	Math: 2010-48.6% 2011 goal- 68.5%	

SCHOOL GOAL #5				
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(36) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Family Nights	Ongoing	Materials Custodial Overtime	\$500	PTA Boosters
After School Homework Help Classes	October-June	Teacher Hourly	\$4,000	PTA Donations
Success Maker Program and Staff Development	December-June	Software and Substitute Costs	\$30,000	Title ELAP
After School Enrichment Classes	October-June	Instructors	\$5,000	PTA Donations
Assemblies	Monthly	Performers Presenters	\$4,100	PTA Donations
Parent Education Nights	Ongoing	Consultants, child care	\$2,000	E PIA
Supplemental Instructional Materials	November	Measuring Up Books	\$3,000	E S # -

203 203

See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal. Let the date an action will be laten or will begin, and the state it will be completed.

If funds appropriate to this goal are abcorated to the work of the Consolitation Application or other source, list each proposed expenditure, such as If funds appropriate to this goal are abcorated to the value of the Consolitation Application or other source, list each proposed expenditure, such as "middle geodes reading funds" or "suping computer and the quantity to be acquired. Schools participating in programs for which the school receives no afforcion may form proposed expenditures.

Appendix A - School and Student Performance Data

Table 1: Academic Performance Index by Student Group

				PER	FORMAN	PERFORMANCE DATA BY STUDENT GROUP	3Y STUDI	ENT GRO	Ģ			
PROFICIENCY LEVEL		All Students	ts		White		Αñk	African-American	CH I		Asian	
	2008	2009	2010	2008	2009	2010	2008	2009	2010	2008	2009	201
Number Included	314	305	317	66	68	98	40	38	39	4	16	
Growth API	807	804	797	528	888	862						
Base API	792	802	804	837	833	866						
Target	5	A	Α	A	A	A						
Growth	15	2	-7	-2	33	L						
Met Target	Yes	Yes	No	Yes	Yes	Yes						
												H

PROFICIENCY LEVEL		Hispanic		g Pg	ERFORMANCE C	PERFORMANCE DATA BY STUDENT GROUP English Learners Economically	av studi	JOENT GROUP		Student	Students with Disabilities	
	2008	2009	2010	2008	2009	2010	2008	2009	2010	2008	2009	2010
Number included	157	153	156	93	93	100	138	109	14	32	99	8
Growth API	777	765	758	746	750	736	777	765	748			521
Base API	753	770	767	734	742	750	751	771	765			
Target	5	On .	5	5	5	5	5	55	ch.			
Growth	24	Ġ	-9	12	8	-14	26	۵	-17			
Met Target	Yes	₹	¥o	Yes	Yes	₹	Yes	몽	No			

Appendix A - School and Student Performance Data (continued)

Table 2 - Title III Accountability (District Data)

		Annual Growth	
X made	2007-08	2008-09	2009-10
Number of Annual Testers	791	851	792
Percent with Prior Year Data	99.9	94.8	100
Number in Cohort	790	807	792
Number lifet	511	489	503
Percent Met	64.7	60.6	84
NCLB Target	50.1	51.6	36
Met Target	ž	Yes	40¢

		Attaining English Proficiency	h Proficiency	
A E & O S	2007-08	2008-09	200	2009-10
			Yearsof EL instruction	Instruction
	0000	An ownerna	Less Than 5	More Than 5
Number in Cohort	471	424	593	374
Number Met	221	182	163	213
Percent Met	46.9	42.9	27.5	57
NCLB Target	28.9	30.6	17.4	41.3
Met Target	Yes	Yes	Yes	Yes

	Adequate Yearly Pro	Adequate Yearly Progress for English Learner Subgroup at the LEA Level	up at the LEA Level
78000	2007-08	2008-09	2009-10
English-Language Arts			
Met Participation Rate	Yes	Yes	89.Y
Met Percent Proficient or Above	Yes	No	(Pending)
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Met Target for AMAO 3	Yes	No	No

Appendix A - School and Student Performance Data (continued)

Table 3: English-Language Arts Adequate Yearly Progress (AYP)

	Met AYP Criteria	AYP Target	Percent At or Above Proficient	Number At or Above Proficient	Participation Rate		AYP PROFICIENCY LEVEL	
-	Yes	35.2° 33.4°	52.4	8	8	2008	,	
ı	Yes	46.0° 44.5°	57.8	175	8	2009	All Students	
	Ύes	56.8* 55.6**	57.1	181	8	2010	7	NGLISH-
	Yes	35.2° 33.4**	60.9	42	100	2008		LANGUA
	Yes	46.0° 44.5**	72.1	49	100	2009	White	GE ART
	Yes	56.8* 55.6**	74.5	73	100	2010		ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP
	•	35.2° 33.4°	57.5	23	100	2008	At	MANCE
	t	46.0* 44.5**	59.5	22	96	2009	African-American	DATA BY
	1	9.85	51.3	20	98	2010		STUDE
	ı	35.2" 33.4"	60 .0	9	100	2008		NT GRO
	ì	46.0°	62.5	10	100	2009	Asian	5
	1	56.8° 55.6°	33.3	1	100	2010		

	l .	Γ-	Γ'''-		Ι		
Met AYP Criteria	AYP Target	Percent At or Above Proficient	Number At or Above Proficient	Participation Rate		AYP PROFICIENCY LEVEL	
Ýg.	35.2* 33.4**	44.0	70	100	2008		
Yes	46.0* 44.5**	51.6	79	180	2009	Hispanic	E
₹	56.8* 55.6**	47.4	74	100	2010]"	AGE SH-1
Yes	35.2° 33.4°	34.4	22	100	2008	E N	ANGUA
Yes	46.0° 44.5**	44.1	±	100	2009	English Leamers	GE ARTS
Yes	56.8° 55.6**	45.0	45	180	2010	nen	PERFO
Yes	35.2* 33.4**	45.0	63	100	2008	- X	RMANCE
Yes	46.0° 44.5°*	51.9	36	99	2009	Socioeconomic Disadvantage	DATA B
*	56.8* 55.6**	14.4	\$	100	2010		Y STUDE
-	35.2° 33.4°	24.3	9	100	2008	Stude	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP
•	46.0° 44.5°	29.7	11	86	2009	Students w/Disabilities	Ť
Z	56.8* 55.6**	18.2	10	8	2010	abilities	

^{*=} AYP Target for Elementary/Middle Schools (2007=24.4%), (2008=35.2%), (2009=46.0%), (2010=56.6%)
**= AYP Target for High Schools (2007=22.3%), (2008=33.4%), (2008=44.5%), (2010=65.6%)

Appendix A - School and Student Performance Data (continued)

Table 4: Mathematics Adequate Yearly Progress (AYP)

specificación de servición de s	AYP Tanget	Percent At or Above Proficient	Number At or Above Proficient	Participation Rate		AYP PROFICIENCY LEVEL	
Yes	37.0° 32.2°	57.4	182	100	2008	>	
Yes	47.5° 43.5°°	63.4	192	8	2009	All Students	
¥	58.0° 54.8°	58.4	185	100	2010	18	MAT
80 A	37.0° 32.2°**	68.1	47	8	2008		HEMATI
Yes	47.5° 43.5°*	76.5	52	100	2009	White	CS PERF
80 A	58.0° 54.8°	71.4	70	100	2010		MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP
1	37.0° 32.2°	62.5	25	18	2008	Afric	E DATA
I	47.5° 43.5°°	58.5	22	&	2009	African-American	anus ve
ı	58.0°	46.2	18	88	2010	Ē	ENT GR
I	37.0° 32.2°	73.3	11	100	2008		١Ş
I	43.5**	68.8	11	8	2009	Assisan	
ı	58.0°	58.3	7	8	2010		

			7		_		• • •
Met AYP Criteria	AYP Target	Percent At or Above Proficient	Number At or Above Proficient	Participation Rate		AYP PROFICIENCY LEVEL	
Yes	37.0° 32.2°	47.2	75	é	2008		
Y 23	47.5* 43.5**	55.6	85	100	2009	Hispanic	
No	58.0* 54.8**	50.0	78	100	2010		MAT
Yes Yes	37.0° 32.2°	37.6	36	é	2008	Ē	HEMATK
Yes.	47.5° 43.5**	53.8	8	100	2009	English Learners	3S PERF
₹	58.0° 54.8°	44.0	1	100 000	2010	TI-BITS	ORMAN
Yes	37.0° 32.2°	47.1	8	8	2006	- %	DE DATA
Yes	47.5°	53.7	8	8	2009	Socioeconomic Disadvantage	ULS AB
8	58.0* 54.6*	48.6	70	8	2010	8 1	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP
1	37.0° 32.2"	18.9	7	ź	2008	Stude	Ę
,	47.5° 43.5	27.0	6	8	2009	Students w/Disabilities	
S	58.0	21.8	12	8	2010	abilities	

^{* =} AYP Target for Elementary/Middle Schools (2007=28.5%), (2008=37.0%), (2009=47.5%), (2010=58.0%)
** = AYP Target for High Schools (2007=20.9%), (2008=32.2%), (2009=43.5%), (2010=64.8%)

4/19/2011

Appendix A - School and Student Performance Data (continued)

Table 5: California English Language Development (CELDT) Data

	·															
Total	12	=	10	9	∞	7	6	ga .	4	ı	N	-	X		Grade	
•									•			2		*	Advanced	
7									21	5	4	6		%	nced	Calif
36								5 ,	2	œ	•	13		*	Early A	omia En
28								8	=	27	5	42		*	Early Advanced	glish Lar
49								~	ő	12	12	13		*	Interm	guage [
45		:						ĸ	ឌ	81	*	12		*	Intermediate	Developn
ā								-	ı	3	۵	3		**	Early Intermediate	California English Language Development Test (CELDT) Results for 2009-10
17								=	16	14	36	10		×	mediate	t (CELD
w								-			2			*	Beginning	T) Result
မ								=			7			*	ning	ls for 200
108								8	19	23	27	31		*	Number Tested)9-10

Appendix B - Analysis of Current Instructional Program

instructional program at this school for students: The following statements are adapted from No Child Left Behind (NCLB), Title I, Part A and the California Essential Program Components (EPC). These statements were used to discuss and develop findings that characterize the

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Special consideration was given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs. A synopsis of the discussion is provided.

Standards, Assessment, and Accountability

 Use of state and local assessments to modify instruction and improve student achievement (NCLB)
 The State and local assessments that are used to improve student achievement and to inform and modify
 instruction. The following assessments are use:

STAR Test Data Galileo Benchmark Assessments in Language Arts and Mathematics

Fluency assessments Open Court Reading Unit assessments, including writing prompts, comprehension check points

District developed Math assessments Teacher designed assessments Johnston Spelling Inventory

Basic Phonics Skills Test (BPST) Phonemic Awareness Assessments such as segmenting, oral comprehension (Kindergarten/First Grade)

Ņ Use of data to monitor student progress on curriculum-embedded assessments and modify instruction academic needs. Benchmark assessments are given three times yearly in first through fifth grades. This data provides teachers with a probability of student success on the California Standards Tests administered each year in the late spring. Additionally, the data offers teachers an opportunity to engage in level teams examine data from Development Profile and At-Risk Analysis reports to determine student Feachers use Galileo Benchmark Assessment Data to drive instruction and design intervention. Grade

Staffing and Professional Development

curriculum callibration to continue to improve instruction.

- ω Status of meeting requirements for highly qualified staff (NCLB) 100% of certificated teachers are highly qualified
- Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional adoption. Additionally, the Principal completed necessary requirements of AB75/AB430 training as of Teachers have completed professional development training pertinent to the this year's science textbook
- Ģ Sufficiency of credentialed teachers and teacher professional development (e.g., access to AB 466 training on SBE-adopted instructional materials) (EPC)
 All faculty at Linwood E. Howe Elementary School have met the requirements necessary and are highly qualified and fully credentialed according to NCLB.
- Ò Alignment of staff development to content standards, assessed student performance, and professional needs (NCLB)

The general monthly organization of professional development/grade level collaboration for teachers at Linwood E. Howe Elementary School includes the following on Wednesday afternoons, over the course of

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Professional Development/Galileo Grade Level Meetings

Project TIE-technology professional development

Additionally, teachers have a one hour block of time every other week to meet as a collaborative grade-

During the above meetings, teachers use their time to collaborate, discuss, evaluate, and identify the needs of their students based on interim and benchmark assessments. They use data to design immediate

intervention for individual students accross each grade level.

- Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)
- Orgoing instructional assistance and support for new teachers is provided by the Beginning Teacher Support and Assessment personnel (BTSA TOSA's). The teachers who staff our Resource Specialist Program provide continuous support and suggestions to teachers to help students who are struggling in various areas of the curriculum. Other specialists provide consultation and support to teachers of students with special needs, including the school psychologist and occupational therapist.
- Teacher collaboration by grade level (EPC)

above and below) to plan and collaborate. (4 times per week) opportunity for teachers to collaborate across grade levels. Twice each month, the students participate in a one hour Physical Education class during which time the teachers of each grade level collaborate on curricular areas, to examine data, and to plan unit lessons and intervention and enrichment. Periodically, grade level teams will meet for vertical articulation (meeting with the grade level At Linwood E. Howe Elementary School the Physical Education program provides for a thirty minute daily

Teaching and Learning

- Alignment of curriculum, instruction, and materials to content and performance standards (NCLB)

 All teachers across all grade levels at Linwood E. Howe Elementary School adhere to the Claifornia

 Content Standards. All instructional materials are standards based and in social studies and in science the
 materials are from the recent State adoptions. Essential standards have been identified by teacher teams year to students in grades one through five. Kindergarteners are given other appropriate periodic assessments in English Language Arts and Mathermatics, including the Johnston Spelling Inventory, Basic Phonics Skills Test (BPST), and phonenic awareness assessments such as segmenting, oral comprehension. Benchmark assessment data is used to inform instruction and to determine intervention and enrichment needs. and are being taught across the grade levels. Benchmark assessments are administred three times each
- Adherence to recommended instructional minutes for reading/language arts and mathematics (EPC) Kindergarten - Fifth Grade - 45-60 minutes ENGLISH LANGUAGE DEVELOPMENT: Kindergarten - Fifth Grade - 20 minutes MATHEMATICS: First - Third Grade - 150 minutes ENGLISH LANGUAGE ARTS All teachers are meeting the suggested number of minutes per day for each curricular area. Kindergarten - 90 minutes ourth & Fifth - 120 minutes
- Lesson pacing schedule (EPC)

At the beginning of the school year, teachers met as grade-level teams to design teaching plans for the year to provide guidance and structure for delivering instruction in the essential California Content Standards in English Language Arts and Mathematics. They used the Culver City Unified School District Essential Standards that were developed last school year as well as the identified standards to be tested at each Galileo Berichmark period to guide their planning. Interim assessments are administered three times

- Availability of standards-based instructional materials appropriate to all student groups (NCLB)
 Culver City Unified School District provides all students across grade levels with standards based instructional materials in all curricular areas
- Use of SBE-adopted and standards-aligned instructional materials, including intervention materials (EPC) Students at Linwood E. Howe Elementary School have available and use the following SBE-adopted and Open Court Reading 2002, including English Language Support Guide Intervention Guide EnVision Mathematics, including reteach and enrichment

Scott Foresman Science Houghton-Miffiln Social Studies

Opportunity and Equal Educational Access

- 14. Services provided by the regular program that enable underperforming students to meet standards (NCLB). The Open Court Reading Program provides for a daily flexible grouping time known as Workshop. During that time, the teacher works with small groups to provide interventions such as pre-teaching and re-teaching instruction. Many classes have regular assistance from parent/grand/parent volunteers. They read teaching instruction. Many classes have regular assistance from parent/grand/parent volunteers. They read with students, drill and practice math facts, and generally help with follow up activities which support previous classroom instruction. Many students participate in Book Clubs during the instructional day to support reading comprehension and enjoyment.
- ş data analysis. Additionally, the principal and two lead teachers have received workshops and coaching to build on this topic as well as on engaging English Learners. All teachers will continue to participate in professional development sessions focusing on the use of data and the development of intervention Teachers throughout Culver City are learning to use a District protocol for assessing and using student data to design interventions which will address students' learning difficiencies and identify areas for enrichment. The program we use is called Gallileo and it provides periodic benchmark assessments which are used to drive instruction. Grade level teams regularly meet to collaborate and plan this instruction. Beginning in August of 2008, Administrators began working with Dr. Dennis Fox to develop the protocols of Research-based educational practices to raise student achievement at this school (NCLB)
- क़ At Linwood E. Howe Elementary School, opportunities for increased learning time are funded through School Improvement (S)). Title I, and English Language Acquisition Program (ELAP) monies and are designed to meet the various needs of our diverse populationand to raise student achievement. The opportunities are described below: Opportunities for increased learning time (Title I SWP and PI requirement)

Homework Help Class is a program that helps students who are struggling with homeowrk completion.

Title I funds are being used to provide substitutes for teachers while they collaborate on creating in-class interventions for students based on district benchmark results. The philosophy is that students need to receive intervention during the school day, rather thanbefore or after school, to ensure intervention

17. Transition from preschool to kindergarten (Title I SWP)
Pre-school teachers and kindergarten teachers at Linwood E. Howe meet informally to discuss the needs of pre-schoolers as they transition into kindergarten. The teachers provide information on each individual pre-school student which includes the child's strengths and weaknesses. Additional meetings are held with IEP teams for students who have special needs.

PRESCHOOL to KINDERGARTEN TRANSITION GOAL(S)

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To help integrate preschoolers into the Linwood E. Howe Elementary School kindergarten program we will

- 1. Invite the preschool classes to visit the kindergarten classrooms in the spring
- Meet with the preschool teachers for an exchange of ideas and suggestions
- Share a playground with the preschool, which gives us a chance to communicate informally with the preschool teachers.
- Hold a parent information night.
 Provide a special day for Pre-Ks and their parents to spend the morning in the kindergarten classes with joint activities for the children.
- Invite pre-K parents to our spring Open House . Parent organized August wekcome to Linwood Howe School activity for pre-Ks and their families
- ELEMENTARY to MIDDLE SCHOOL TRANSITION GOAL(S)

Upper elementary school teachers assist students in the transition into the Culver City Middle School by doing the following:

- Use team teaching across the grade level.
- Teach organizational strategies
- Teach pacing strategies through long term projects.
 Have Middle School students visit our campus to talk to the students.
 Take students to Middle School orientation.
- Monitor math placement tests.
- Use homework agenda for all teachers.

 Invite parents to Middle School orientation for parents.

 Provide for bi-annual articulation between 5th and 6th grade teachers.

Involvement

Resources available from family, school, district, and community to assist under-achieving students

School-wide Science Fair The following resources are available to the students of Linwood E. Howe Elementary School:

Symphonic Jazz Orchestra Music Classes
Artist's in Residence Training Program through the Music Center Education Division
Free Enrichment programty Arts Technology/ Sports
Art instruction per individual class

Chess Test Tutors

Rolling Readers

Latino Family Literacy Program

Young Storyteilers Foundation Screenwriting Program

PTA and Booster Club Sponsored events such as Family Nights

Field trips and assemblies funded by PTA

Math Olympiads High School Cross-age Homework Tutoring

Actors' Gang

Strategies to increase parental involvement (Title ! SWP) In an effort to increase parental involvement the following opportunities exist:

English Learner's Advisory Committee

School Site Council

inwood E Howe Boosters

School website

Volunteer opportunities in classrooms, on field trips, and school wide extra-curricular activities

_atino family Literacy Project

Parent education opportunities including computer classes Parent Resource Room

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20. Involvement of parents, community representatives, classroom teachers, and other school personnel in the planning, implementation, and evaluation of consolidated application programs (5 CCR 3932) Parents represent Linwood E. Howe on the District English Language Advisory Committee (DELAC) and the district Gifted and Talented Education (GATE) Committee.

<u>Funding</u>
21. Services provided by categorical funds that enable underperforming students to meet standards (NCLB)
Listed below are services provided by categorical funds that enable underperforming students to meet
NCLB standards:

School Improvement Funds: Instructional Aides, Before/after school classes, supplemental instructional materials and supplies, teacher conferences
Discretionary Bjock Grant Funds AB 1802: Books, Instructional Supplies, ATI (contract for benchmark

assessment softwere)
ELAP- After School Tutoring Program, conferences
Title I: Kindergarten Instructional Akies, Billingual clerk/Parent Liaison, After school classes

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Appendix C - Programs Included in this Plan

Check the box for each state and federal categorical program in which the school <u>participates</u> and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school <u>participates</u>. If the school receives funding, then the plan must include the proposed expenditures.)

[] Callfo		n
Purce	California School Age Families Education <u>Purpose</u> : Assist expectant and perenting students succeed in school.	U
[] Econ	Economic Impact Aid/ State Compensatory Education Purpose: Help educationally dissoventaged students succeed in the regular program.	•
[] Econ	Economic Impact Aid/ English Learner Program Punces: Develop fluency in English and academic proficiency of English learners	. 44
[] High	High Priority Schools Grant Program Purpose: Assist schools in meeting academic growth targets.	4 9
instru Egging Unstru	Instructional Time and Staff Development Reform PURDOBE: Train classmoom personnel to improve student performance in core curriculum areas.	s
[] Peer Pund	Peer Assistance and Review P <u>urpose</u> : Assist teachers through coaching and mentoring.	5
[] Pupi	Pupil Retention Block Grant <u>Purpose</u> : Prevent students from dropping out of school.	*
[] Scho Purpo	School and Library Improvement Program Block Grant <u>Purpose</u> : Improve library and other school programs.	₩.
[] Scho Pund	School Safety and Violence Prevention Act <u>Purpose</u> : Increase school safety.	₩.
Toba	Tobacco-Use Prevention Education <u>Purpose</u> : Eliminate tobacco use among students.	₩.
[X] List ar ELAP	List and Describe Other State or Local funds (e.g., Gifted and Talented Education): ELAP	\$10, 836.70
Total amount of	Total amount of state categorical funds allocated to this school	\$10, 836.70

\$ 74,984.71	Total amount of federal categorical funds allocated to this school	Total amo
	Other Federal Funds (list and describe(42)	=
4	Title VI, Part B: Rural Education Achievement Purpose: Provide flexibility in the use of NCLB funds to eligible LEAs	=
4	Title V: Innovative Programs Purpose: Support educational improvement, library, media, and at-risk students	=
49	Title IV, Part A: Safe and Drug-Free Schools and Communities Purpose: Support learning environments that promote academic achievement	=
\$	Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students Purpose: Supplement language instruction to help limited English-proficient (LEP) students ettain English proficiency and meet academic performance standards	=
	Title II, Part D: Enhancing Education Through Technology <u>Purpose</u> : Support professional development and the use of technology	=
	Title II, Part A: Teacher and Principal Training and Recruiting <u>Purpose</u> : Improve and incresse the number of highly qualified teachers and principals	=
,	Title I, Part A: Program improvement Purpose: Assist Title I schools that have failed to meet NCLB adequate yearly progress (AYP) targets for one or more identified student groups	=
	Title I, Part A: Targeted Assistance Program <u>Purpose:</u> Help educationally disadvantaged students in eligible schools achieve grade level proficiency	=
\$ 74,984.7	Title 1, Pert A. Schoolwide Program Purpose: Upgrade the entire educational program of eligible schools in high poverty ereas	Z
	Title I, Pert D: Delinquent <u>Purpase</u> : Supplement instruction for delinquent youth	=
	Title I, Neglected PUIDSE: Supplement instruction for children abandoned, abused, or neglected who have been placed in an institution	=

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	L

(3) For example, special education funds used in a School-Based Coordinated Program to serve students not identified as individuals with exceptional needs.

Appendix D - Recommendations and Assurances (Linwood E. Howe Elementary School)

approval, and assures the board of the following: The school site council recommends this school plan and proposed expenditures to the district governing board for

- The school site council is correctly constituted, and was formed in accordance with district governing board policy and state law.
- The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
- 'n The school site council sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):
- School Advisory Committee for State Compensatory Education Programs
- \mathbf{z} English Learner Advisory Committee
- Community Advisory Committee for Special Education Programs
- [] Gifted and Talented Education Program Advisory Committee

Other (list)

- The school site council reviewed the content requirements for school plans of programs included in this Single Plan for Student Achievement and believes all such content requirements have been met, including those found in district governing board policies and in the Local Improvement Plan.
- This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- This school plan was adopted by the school site council on: March 15, 2011

Amy Anderson

Typed name of school principal

Typed name of SSC chairperson

Signature of SSC chairperson

Appendix E - Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:
Litrwood E. Howe Elementary School
THREE WAY COMPACT FOR 2008-2009
WE ARE A SCHOOL WHERE CHARACTER COUNTS
The Litrwood Howe School Student's Commitment
The Litrwood Howe School Student's Commitment
As a Lin Howe student, I realize that my education is important to me, I understand my parent(s) and teachers want to help me
do my very best in school. I know i am the one responsible for my own success, and that I must work hard to achieve it.
Therefore, I will be responsible for the following:
Using all the following Pillers of Cheracter in my delity life: Trustworthiness, Responsibility, Fairness, Caring,
and Good Citizenship.
Being responsible about my own behavior by following all school and classroom rules.
Respecting the rights of others to learn without distraction and disruption.
Coming to school on time, every day, and being prepared to do my best.
Complete all th-class and homework assignments, on time.
Spending from at home reading and studying.
Asking for help from teachers and parents, when needed.
Kenning committed the committed of the

Keeping open communication with my family by sharing information about my school day...

Student's Signature Date

Parenta Piedge:

The Linwood Howe School Parent's Commitment
As a Linwood Howe School parent, liwe will be responsible for letting my child know through my words and deeds that
education is important. Therefore, liwe will be responsible for the following:
"Modeling the seame Pillers of Character traits that your child is expected to follow at school: Trustworthiness, Respectfulness,
Responsibility, Feirness,

Caring, and Good Citizenship. *Supporting the school and district's homework, discipline, and attendance policies. *Being involved in my child's education through participation in school events such as Parent Conferences, Back to School Night, PTA functions, and Open

* Providing a quiet place, time, and materials needed for my child to study and complete homework.

* Encouraging my child to complete his/her homework.

* Making sure my child gets an adequate right's sleep and a healthy diet.

* Making my child attend school regularly and on time.

* Latening to, encouraging, or reading with my child on a daily basis.

* Reviewing all school communications and returning notices.

* Reviewing all school communications and returning notices.

Keeping open communication with my child by listening to his/her concerns

Parent's/Guardian's Signature Date

Staff Pledge:

The Linwood Howe School Teacher's Commitment

As a Linwood Howe teacher, I understand that education is important to every student's life. I also understand the role I play in making a difference. Therefore, I will be responsible for the following:

Modeling the same Pillars of Character Traits that our students are expected to follow: Trustworthiness, earning the providing a challenging and positive instructional program to teach all students.

Teaching grade level standards and addressing the individual needs and strengths of all students.

Teaching grade level standards and addressing the individual needs and strengths of all students.

Correcting and returning appropriate homework with clear instructions.

Correcting and returning appropriate work in a timely manner
Helping students follow the school and classroom rules.

Maintaining open communication with parents, to include them as partners in their child's education and behavior

Teacher's Signature Date Principal's Signature Date

https://secure.doc-tracking.com/v2/Home/DocumentDisplay.aspx?A=2485&D=7632

4/19/2011

Appendix F - School Site Council Membership: Linwood E. Howe Elementary School

The Single Plan For Student Achievement

Education Code Section 84001 requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds ellocated to the through the Consolidated Application, by the school site council. The current make-up of the council is as follows (43):

Kale Cowen []	Name of Members Jeania Schiling Meghan Sahii-Wells Rebecca Perry-Cogan Lourdes Hernandez Keith Fine Margie Cunningham Tracey Burns	Principal CI CI CI CI CI CI CI CI CI C	Classroom Teacher		School Staff
en []	e Yunningham	===	EE		B C
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	cay Burns	11	Z Z	7	= =
	eff Rose	[1]	X	\neg	: E
	Amy Anderson	Z Z	==	: [
		Ξ			[]
		[]	L CI		[]
		[1]	[]		[]
		[1]	[1]		[]
		[1]	[1]		
		11	[]		[]
		[]	[]		[]
		[]	Ξ		Ξ
		=	=		

⁽⁴³⁾ At elementary achools, the school site council must be constituted to ensure partly between (a) the principal classroom itsachers, and other echool personnel, and (b) parents of suscents attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a) At secondary actions there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their paer group.

9.8 Approval is Recommended for the Proclamation in Recognition of Teacher Appreciation Week (May 2-6, 2011)

The Culver City Unified School District proudly recognizes Culver City Unified School District teachers for their hard work and dedication to the students of Culver City. The following proclamation, declaring the week of May 2-6, 2011 as Teacher Appreciation Week, is presented to the CCUSD teachers by the members of the Culver City Unified School District Board of Education in recognition of their tireless commitment to providing a quality education for students.

RECOMMENDED MOTION:	That the Board of Education approves the Proclamation declaring the week of May 2-6, 2011 as Teacher Appreciation Week.
Moved by:	Seconded by:
Vote:	

CULVER CITY UNIFIED SCHOOL DISTRICT

Proclamation in Recognition of

TEACHER APPRECIATION WEEK May 2 – 6, 2011

Steven Gourley, Member		Patricia Jaffe, Superintendent		
Kathy Paspali	s, Esq., Clerk	Patricia Siever, Parliamentarian		
Scott Zeidman	n, Esq., President	Karlo Silbiger, Vice President		
School Distric	ct, hereby recognizes and honors the	e Board of Education of the Culver City Unified contributions of the certificated employees and Appreciation Week, this twenty-six day of April,		
WHEREAS,	Culver City Unified School District encourages everyone in the community, including students and parents, to recognize its teachers for their dedication and commitment to educating students,			
WHEREAS,	teachers should be accorded high public esteem, reflecting the value the community places on public education; and			
WHEREAS,	much of this progress can be attributed to the qualified and dedicated teachers entrusted with the educational development of our children to their full potential; and			
WHEREAS,	the United States has made considerable progress in the social, technological, and scientific fields due to our system of free and universal public education; and			
WHEREAS,	a strong effective system of free public school education for all children and youth is essential to our democratic system of government; and			
WHEREAS,	Culver City teachers are one of the reasons that the Culver City Unified School District enjoys a reputation as one of the finest districts in Southern California; and			
WHEREAS,	Culver City teachers are highly educated professionals who take seriously their role in educating their students through new and innovative methods; and			
WHEREAS,	Culver City Unified School District teachers inspire and make a difference in the lives of students; and			
WHEREAS,	Culver City Unified School District is proud of its teachers and considers them the soul of its educational system; and			

10.1 American Citizenship Awards

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

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

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

4/26/11 10.2

10.2 Spotlight on Education - Linwood E. Howe Elementary School

Amy Anderson, Principal of Linwood E. Howe Elementary School, will share information regarding her school's focus on student achievement as well as the Safe Routes to School Grant awarded in October.

14.2a <u>Approval is Recommended for New Culver City High School Class – ROP Hospitality, Event Planning</u>

The Regional Occupational Program at Culver City High School provides vocational training in several areas.

Culver City High School is recommending approval of a new class: ROP Hospitality, Event Planning.

RECOMMENDED MOTION:

That the Board approve the New Culver City

High School Class – ROP Hospitality, Event

Planning.

Moved by:

Seconded by:

Vote:

Culver City Unified School District

Course Proposal

Proposal For: ROP Hospitality, Event Planning

School: Culver City High School

Date: February 22, 2011

What Is: Describe the current condition—both the positive aspects and those needing improvement. Include descriptions about standards, materials and any other factors that influence the quality of the program as it currently exists.

The Regional Occupational Program at Culver City High School provides vocational training in several areas – sports therapy and medicine, digital photography and animation, computer applications and web design, culinary arts, automotive technology, careers in education, lifeguarding, and retail and fashion merchandising. Feedback from students and counselors indicate a demand for training of students in the area of hospitality. There is no program that currently exists that offers students an opportunity to be trained in hospitality services outside of the culinary arts program. This course would complement the culinary arts program and work closely on collaborative projects, such as banquets and luncheons. The class would also work closely with the Associated Student Body to increase the number of student activities for the student body during the year.

Proposed: These course descriptions you are creating are extremely important to the development of curriculum in your department.

- 1) The course is intended to be: supplemental
- 2) Is the course intended for UC approval? No possibly in future years
- 3) Are there pre-requisites for this course? No

The course is intended for the following grade level(s): primarily 11 and 12, with some exceptions for 9th and 10th grade students

Implications: List the related expenses and provide narrative explanation where necessary. Be specific with respect to what would need to happen and by when. What resources are needed to accomplish this goal?

Considerations

1) Scheduling and programming:

The class is intended to be implemented for the Fall semester of 2011. Initially, only one section of the class will be offered, though we hope to see it expand in subsequent semesters. It will be scheduled during 4th period. It will be offered to students that may be on the waiting list for student government or other students interested in pursuing careers in the hospitality industry.

2) Facilities, furniture, wiring, etc.

The class will be held in a typical classroom setting.

3) Equipment, materials, supplies:

Typical classroom materials will be needed including copies, dry-erase markers, folders, and other materials as requested by the instructor.

4) Personnel:

There is a candidate available for the position if/when the course is implemented.

5) Other (lab fees, contest entrance fees, etc.)

The class will generate a budget through school events that have fees attached (school dance, for example). The class will also support student club events and fundraisers, and may receive overhead fees for their participation and support.

6) Implementation: Describe the steps which could realistically be undertaken in view of the practicalities and constraints of time and other resources.

A teacher has been identified for the class. A textbook has been identified and will be ordered upon course approval. The class curriculum includes students working with elementary school students twice per week. This arrangement has been made with the Principal of Farragut Elementary School. A budget has been identified and developed for the program.

Prepared By (Name):

Approved By:

Dylan Farris, Assistant Principal

Preparer's Signature:

February 22, 2011

Date:

Site Administrator's Signature: Gam Mugue

Date:

February 22, 2011

Assistant Superintendent for Educational Services' Signature:

Date: 4/19/2011

Culver City Unified School District

Instructional Materials Recommendation for Adoption

Date: 3/17/11

Title: The Business of Event Planning

Author: Allen Publisher: Wiley Copyright Date: 2002

Course(s) and Grade Level(s): ROP Hospitality, Event Planning - 11,12

Basic X Supplementary

1. Evaluation – Identify a minimum of three key standards for evaluation purposes.

- 2. Rationale Are these materials needed in addition to or instead of currently available materials?
- 3. Costs You may contact the District Librarian at the High School Library for assistance in estimating costs. The District Librarian will work with the Purchasing department if needed.

Prepared by: Dylan Farris

Approved by: Pan Magee frincipal
Site Administrator's Signature: Pan meyer

Date:

3/17/11

Date: 3/17/20/1

Assistant Superintendent for Educational Services signature: Survivi Laure

Date: 4/19/2011

Culver City Unified School District

Instructional Materials Recommendation for Adoption

Title: The Business of Event Planning	Author: Judy Allen	
Publisher: Wiley	Copyright: 2002	
Course(s) and grade level(s) for which recommen	ded:	
ROP Hospitality – Event Planning, Grade 11, 12		
Basic Textbook for Course	Submitted: March 16, 2011	

Rationale

This book will serve as the primary textbook for the course. Additional supplementary materials may be provided upon the request of the instructor by the ROP program.

Culver City Unified School District

Instructional Material Recommendation for Adoption (Continued)

III.	Costs – (Consult the District Librarian for assist The potential costs of adoption of these materials which are esclassroom.	als are explained b	pelow. Included are the primary item(s)
	Pri	mary Item(s)	
	Materials	Costs	Funding Source(s)
The	Business of Event Planning	\$39.95 ea	ROP
The Basthess of Event Flaming		x 55 studen	ts 01.0-96351.0-71100-10000- 4210-0000000
	Total:	\$2,197.25	·
	And	illary Item(s)	
-	Materials	Costs	Funding(s)
			runding(3)
		<u> </u>	
	The recommended duration of this adoption is:	Adoption date	Year
Prepar	red By:	Approved l	By:
Teacher	Date	Principal	magre 3/17/20
		10	
<u> </u>		3/17/2011	
Leacher	Date	District Librarian Date	
		- Ap -	16-1-1
Teacher	Date	Director of Cur	Ticulum & Assessment Date
	Z.i.e	Printerior	Lyuna 4/19/11
Leacher	Date	Assistant Super Educational Se	rintendent, Date

14.2b <u>Approval is Recommended for New Culver City High School Class – ROP Small Business Management</u>

The Regional Occupational Program at Culver City High School provides vocational training in several areas.

Culver City High School is recommending approval of a new class: ROP Small Business Management.

RECOMMENDED MOTION:

That the Board approve the New Culver City

High School Class – ROP Small Business

Management.

Moved by:

Seconded by:

Vote:

Course Proposal

Proposal For: ROP Small Business Management

School: Culver City High School

Date: March 17, 2011

What Is: Describe the current condition—both the positive aspects and those needing improvement. Include descriptions about standards, materials and any other factors that influence the quality of the program as it currently exists.

The Regional Occupational Program at Culver City High School provides vocational training in several areas – sports therapy and medicine, digital photography and animation, computer applications and web design, culinary arts, automotive technology, careers in education, lifeguarding, and retail and fashion merchandising. Feedback from students and counselors indicate a demand for training of students in the area of marketing, business, and entrepreneurship. There is no program that currently exists that offers students an opportunity to be trained in business and marketing services outside of the retail marketing course. This course would complement the proposed event planning course and the current Associated Student Body class. The class would collaborate with other courses to increase club sales, student event marketing, and provide support in ticket sales for various school events. The class would also work closely with the Associated Student Body to increase the number of student activities for the student body during the year.

Proposed: These course descriptions you are creating are extremely important to the development of curriculum in your department.

- 1) The course is intended to be: supplemental
- 2) Is the course intended for UC approval? No possibly in future years
- 3) Are there pre-requisites for this course? No

The course is intended for the following grade level(s): primarily 11 and 12, with some exceptions for 9th and 10th grade students

Implications: List the related expenses and provide narrative explanation where necessary. Be specific with respect to what would need to happen and by when. What resources are needed to accomplish this goal?

Considerations

1) Scheduling and programming:

The class is intended to be implemented for the Fall semester of 2011. Initially, only one section of the class will be offered, though we hope to see it expand in subsequent semesters. It will be scheduled during 4th period. It will be offered to students that may be on the waiting list for student government or other students interested in pursuing careers in the hospitality industry.

2) Facilities, furniture, wiring, etc.

The class will be held in a typical classroom setting.

3) Equipment, materials, supplies:

Typical classroom materials will be needed including copies, dry-erase markers, folders, and other materials as requested by the instructor.

4) Personnel:

There is a candidate available for the position if/when the course is implemented.

5) Other (lab fees, contest entrance fees, etc.)

The class will generate a budget through school events that have fees attached (school dance, for example). The class will also support student club events and fundraisers, and may receive overhead fees for their participation and support.

6) Implementation: Describe the steps which could realistically be undertaken in view of the practicalities and constraints of time and other resources.

A teacher has been identified for the class. A textbook has been identified and will be ordered upon course approval. The class curriculum includes students working with elementary school students twice per week. This arrangement has been made with the Principal of Farragut Elementary School. A budget has been identified and developed for the program.

Prepared By (Name):

Approved By:

Dylan Farris, Assistant Principal

Pom magu Site Administrator's Signature:

Preparer's Signature:

Date: 1

Date:

March 17, 2011

Date: 4/19/2011

February 22, 2011

Assistant Superintendent for Educational Services' Signature: Guenco Services

Instructional Materials Recommendation for Adoption

Date: 3/17/11

Title: Marketing Essentials

Author: Farese, Kimbrell, Woloszk Publisher: Glencoe, McGraw-Hill

Copyright Date: 2000

Course(s) and Grade Level(s): 11,12 ROP Small Business Management

Basic ____ Supplementary____

- 1. Evaluation Identify a minimum of three key standards for evaluation purposes.
- 2. Rationale Are these materials needed in addition to or instead of currently available materials?
- 3. Costs You may contact the District Librarian at the High School Library for assistance in estimating costs. The District Librarian will work with the Purchasing department if needed.

Prepared by: Dylantamis

Date: 3/17/11

Approved by: l_{am} magee, $l_{rincipal}$ Site Administrator's Signature: l_{am} my

Date: 3/17/11

Assistant Superintendent for Educational Services signature:

Date:

Instructional Materials Recommendation for Adoption

Title: Marketing Essentials	Author: Farese, Kimbrell, Woloszyk
Publisher: Glencoe, McGraw-Hill	Copyright: 2005
Course(s) and grade level(s) for which recommended:	
ROP Marketing – Small Business Management, Grade 11, 12	

Basic Textbook for Course

Submitted: March 16, 2011

Rationale

This book will serve as the primary textbook for the course. Additional supplementary materials may be provided upon the request of the instructor by the ROP program.

Instructional Material Recommendation for Adoption (Continued)

Costs - (Consult the District Librarian for assistance in completing this page.) III. The potential costs of adoption of these materials are explained below. Included are the primary item(s) as well as any ancillary materials, which are essential to implementation of the materials in the Primary Item(s) **Materials** Costs Funding Source(s) Glencoe Marketing Essentials, 2012 ROP \$69.33 ea x 30 students 01.0-96351.0-71100-10000-4210-0000000 Total: \$2,079.90 Ancillary Item(s) Materials Costs Funding(s) Duration The recommended duration of this adoption is: Adoption date _ Prepared By: Approved By: Teacher Date Teacher Date Teacher Date

Leacher

Educational Services

Date

BOARD REPORT

14.3a Approval Lease Agreement between CCUSD and Wildwood School

The Governing Board will consider approval of a lease agreement between Culver City Unified School District and Wildwood School, a California corporation, for the lease of the former Betsy Ross Elementary School site at 12201 Washington Place, Culver City, California. This lease shall commence on January 1, 2011, and terminate as of December 31, 2045. The base rent for use and occupancy of the premises is \$808,080 per lease year, with a minimum increase of 2.25% annually or Consumer Price Index plus 1%, whichever is greater.

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District authorize the Assistant Superintendent of Business Services to execute the

lease agreement as presented.

Moved by:

Seconded by:

Vote:

GROUND LEASE

Between

CULVER CITY UNIFIED SCHOOL DISTRICT

and

WILDWOOD SCHOOL, INC.

GROUND LEASE

This Ground Lease ("Lease") is dated April / 2, 2011, for identification purposes. The Culver City Unified School District ("District"), hereby leases to Wildwood School, Inc., a California non-profit corporation ("Tenant"), the land and premises ("Premises") in the City of Los Angeles ("City"), County of Los Angeles, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and commonly known as 12201 Washington Place, Los Angeles, CA 90066.

Whereas, the District entered into a lease agreement ("Original Lease") with the University of West Los Angeles ("University") dated December 17, 1985, for the lease of the Premises;

Whereas, the University and Tenant entered into an Assignment and Assumption of Lease dated March 17, 1992, ("Assignment"), whereby University assigned all of its rights and interest in and to the Original Lease to Tenant and whereby Tenant accepted such assignment;

Whereas, the District executed a Consent of Lessor ("Consent") consenting to the Assignment;

Whereas, the District, University and Tenant entered into a Modification of Lease Agreement ("Modification") dated March 17, 1992, whereby the Original Lease was amended and modified as a condition of Tenant's obligation to consummate the Assignment;

Whereas, the District, University and Tenant entered into a First Addendum to Modification of Lease Agreement ("First Addendum") dated March 24, 1992, whereby the terms of the Original Lease and the Modification were amended (the Original Lease, Assignment, Consent, Modification and First Addendum are hereinafter collectively referred to as the "Original Lease Documents"); and

Whereas, the District and Tenant wish to terminate and replace the Original Lease Documents with this Lease.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, District and Tenant agree as follows:

ARTICLE 1. TERM OF LEASE

Section 1.01. <u>Lease</u>. District hereby leases to Tenant, and Tenant hereby leases from District, the Premises, for the term, at the rental, and upon all the terms, covenants and conditions set forth in this Lease.

Section 1.02. <u>Original Lease Documents</u>. The Original Lease Documents are hereby terminated and replaced in their entirety by this Lease.

Section 1.03. <u>Term</u>. The term of this Lease shall commence on January 1, 2011, ("Commencement Date"). This Lease shall terminate as of December 31 of the year which is thirty-five (35) years after the year in which the Commencement Date occurs.

ARTICLE 2. RENT

Section 2.01. <u>Base Rent</u>. Tenant agrees to pay to District an initial Base Rent for the use and occupancy of the Premises of Eight Hundred Eight Thousand Eighty Dollars (\$808,080) per Lease year ("Base Rent"), payable monthly in advance in the amount of Sixty Seven Thousand Three Hundred Forty Dollars (\$67,340) per month commencing on the Commencement Date and continuing each month during the Lease term, subject to adjustment pursuant to Section 2.02 below. Lease year shall mean the calendar year. Base Rent shall be prorated as necessary for the first and last month and year, if partial months or years. The Base Rent is calculated on a triple net basis.

Section 2.02. <u>Base Rent Adjustment</u>. The Base Rent shall be adjusted every year on the anniversary date of the Commencement Date of this Lease to reflect the annual inflation allowance (Consumer Price Index Change) as established by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index ("CPI") for all Urban Consumers for the Long Beach-Los Angeles area plus one percent (1%) or two and one quarter percent (2.25%), whichever is greater. At the end of year ten (10) of the Lease term and again at the end of year twenty (20) of the of the Lease term, the Base Rent shall be adjusted to ten percent (10%) of the fair market value of the Premises, as determined by an appraisal conducted pursuant to the requirements of Section 2.03, below, provided that the Base Rent shall not be decreased from the then current Base Rent.

Section 2.03. Reappraisal of Premises.

- (a) District and Tenant agree that there shall be a reappraisal of the Premises and an adjustment of Base Rent accordingly, at the end of year ten (10) of the Lease term and again at the end of year twenty (20) of the of the Lease term.
- (b) The parties shall have thirty (30) days after the conclusion of the tenth (10th) year of the Lease term and again at the end of the twentieth (20th) year of the Lease term during which to agree on an increase to the monthly Base Rent commencing as of the first month of the eleventh (11th) year of the Lease term and the first month of the twenty-first (21st) year of the Lease term, respectively. If the parties agree on an increase to the monthly Base Rent during such thirty (30) day period, they shall immediately execute an amendment to this Lease stating the new monthly Base Rent, which monthly amount shall be retroactive to the first day of the first calendar month of said eleventh (11th) year and twenty-first (21st) year, respectively.
- (c) If the parties are unable to agree on an increase to the monthly Base Rent within said thirty (30) day period, then within ten (10) days after the expiration of such thirty (30) day period, each party, at its cost and by giving notice to the other party, shall appoint a real estate appraiser (i) who shall be a member in standing of the American

Institute of Real Estate Appraisers, with at least five (5) years full-time commercial appraisal experience in the area in which the Premises are located, and (ii) who shall not have previously performed any work or services for either District or Tenant, to appraise the Premises and set the fair market value of the Premises (the "Initial Fair Market Value"). If a party does not appoint an appraiser within ten (10) days, the single appraiser appointed shall be the sole appraiser and shall set the Initial Fair Market Value which shall be conclusive and binding on District and Tenant.

If the two appraisers are appointed by the parties as stated in this paragraph 2.03, they shall meet promptly and attempt to set the Initial Fair Market Value. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph 2.03(c) within ten (10) days after the expiration of such thirty (30) day period. If the two appraisers are unable to agree on the third appraiser, either of the parties to this Lease, by giving ten (10) days notice to the other party, can file a petition with the American Arbitration Association in Los Angeles, California, solely for the purpose of selecting a third appraiser who meets the qualifications stated in this paragraph. Each party shall bear one-half (1/2) the cost of the American Arbitration Association in Los Angeles, California, appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party.

- (d) Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the Initial Fair Market Value. If a majority of the appraisers are unable to agree upon the Initial Fair Market Value within the foregoing thirty (30) day period, the three appraisals shall be added together and their total divided by three; the resulting quotient shall be the Initial Fair Market Value for the Premises which shall be used to calculate the increase in Base Rent.
- (e) If, however, the low appraisal and the high appraisal are more than ten percent (10%) lower and/or higher than the middle appraisal, the low appraisal and the high appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two; the resulting quotient shall be the Initial Fair Market Value for the Premises which shall be used to calculate the increase in Base Rent. If both the low appraisal and the high appraisal are disregarded as stated in this paragraph, the middle appraisal shall be the Initial Fair Market Value for the Premises which shall be used to calculate the increase in Base Rent.
- (f) After the Initial Fair Market Value has been set, the appraisers shall immediately notify the parties.
- (g) In setting the Initial Fair Market Value, the appraiser or appraisers shall consider the highest and best use for the Premises without regard to the restriction on use contained in this Lease (or the existence of the Lease itself).

Section 2.04. <u>Place for Payment of Rent</u>. All Base Rent that becomes due and payable to District under this Lease shall be paid to District at the address of District listed

herein below, or such other place as District may from time to time designate by written notice given to Tenant.

Section 2.05. <u>Net Rent</u>. Tenant shall pay all of the Base Rent provided for in this Lease to District, absolutely net throughout the term of this Lease, without deduction for any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall District be expected or required to make any payment of any kind whatsoever or to perform any act or obligation whatsoever or be under any obligation or liability hereunder or with respect to the Premises except as specifically set forth in this Lease or as required by any common law, statute or regulation.

Section 2.06. <u>Transfer of Premises</u>. Tenant shall have the right to use the Premises itself or to enter into transactions with subsidiaries, affiliates and other related entities for the purposes related to the use of the Premises. Tenant may not transfer its leasehold interest in the Premises to non-affiliated third parties without the express written consent of District, which consent shall not be unreasonably withheld.

Section 2.07. <u>No Joint Venture</u>. Nothing in this Lease shall constitute District and Tenant as partners, joint venturers, or tenants in common, nor require District to participate in any costs, liabilities, expenses or losses of Tenant.

ARTICLE 3. USE OF PREMISES

Section 3.01. <u>Use and Operation</u>. Tenant shall use the Premises for educational programs related to the operation of Wildwood School, Inc., a K-12 private school ("Project"). Any change from this use shall be accomplished only with the written approval of District which approval shall not be unreasonably withheld provided such change does not reduce District's Base Rent under Article 2 and will not adversely affect the Tenant's financial stability or ability to pay Base Rent. Tenant shall conduct its business at all times in a respectable, reputable and lawful manner and in good faith. It is understood that subject to the express limitations contained in this Lease, Tenant shall have control of the operation of the Project, and the right of District to receive Base Rent shall not be deemed to give District any interest, control or discretion in the operation of the Project.

Section 3.02. Zoning and Use Permits. When District's approval is necessary or appropriate to obtain any governmental approval such as a use permit, variance, or rezoning of said Premises in order to construct or operate the Project, District agrees to execute such documents, petitions, applications and authorizations as may be necessary or appropriate in obtaining the same; provided, however, that any such permits, variances or rezoning shall be obtained at the sole cost and expense of Tenant, and Tenant agrees to protect and save District and the property of District, including said Premises, free and harmless from any such cost and expense.

Section 3.03. <u>Approval of Plans Required</u>. No structure or other improvement of any kind shall be erected or maintained on said Premises unless Tenant has obtained all the approvals required from all governmental agencies having jurisdiction, and Tenant has obtained any written approval from District required under the terms of this Lease, which approval shall not be unreasonably withheld. Any such structure or improvement must be substantially constructed in accordance with plans and specifications prepared by a licensed architect, engineer or contractor.

Section 3.04. Only Lawful Uses Permitted. Tenant shall not use said Premises or any portion of said Premises to be improved, developed, used or occupied in any manner or for any purpose that is in violation of any valid law, ordinance or regulation of any federal, state, county or local governmental agency, body or entity. Furthermore, Tenant shall not maintain or commit any nuisance as now or hereafter defined by any statutory or decisional law applicable to said Premises on said Premises or any part of said Premises.

ARTICLE 4. TAXES AND UTILITIES

Section 4.01. <u>Tenant: to Pay Taxes</u>. In addition to the Base Rents required to be paid under this Lease, Tenant shall pay, and Tenant hereby agrees to pay, any and all taxes, including possessory interest taxes, assessments, and other charges levied or assessed during the term of this Lease by any governmental agency or entity on or against said Premises, any portion of said Premises, any interest in said Premises (other than the interest of District), or any improvements or other property in or on said Premises owned by Tenant, except for any increase in real estate taxes or assessments on account of any transfer or change in ownership by District of its fee title to the Premises other than to Tenant. Pursuant to Revenue and Taxation Code Section 107.6, Tenant is on notice that a possessory interest subject to property taxation may be created by this Lease and that Tenant may be subject to the payment of property taxes levied on such interest.

Section 4.02. <u>Payment Before Delinquency</u>. Unless Tenant contests the imposition of the tax or assessment, or has filed an application and is waiting for the tax assessor to approve a property tax exemption for the Project, any and all taxes and assessments and installments of taxes and assessments required to be paid by Tenant under this Lease shall be paid by Tenant before each such tax, assessment or installment of tax or assessment becomes delinquent, and the official and original receipt for the payment of such tax, assessment or installment shall immediately be given to District.

Section 4.03. <u>Contest of Tax</u>. Tenant shall have the right to contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied on or assessed against said Premises or any part of said Premises; provided, however, that the contest, opposition or objection must be filed before the tax, assessment or other charge at which it is directed becomes delinquent, and written notice of the contest, opposition or objection must be given to District concurrently with filing any such contest, opposition or objection.

Section 4.04. <u>Tax Hold-Harmless Clause</u>. Tenant shall indemnify and hold District and the property of District, including sald Premises and any improvements now or hereafter on said Premises, free and harmless from any liability, loss or damage resulting

from any taxes, assessments or other charges required by this Article to be paid by Tenant and from all interests, penalties and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments or other charges.

Section 4.05. <u>Utilities</u>. Tenant shall pay or cause to be paid, and hold District and the property of District, including said Premises, free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to said Premises and for the removal of garbage and rubbish from said Premises.

Section 4.06. Payment by District. Unless Tenant contests the imposition of the tax, assessment or other charge, should Tenant fail to pay within the time specified in this Article any taxes, assessments or other charges required by this Article to be paid by Tenant, District may, upon ten (10) days' prior written notice to Tenant, pay, discharge or adjust such tax, assessment or other charge for the benefit of Tenant. In such event, Tenant shall promptly on written demand of District reimburse District for the full amount paid by District in paying, discharging or adjusting such tax, assessment or other charge, together with interest thereon at the rate of the reference rate established by the then largest commercial bank in California on the date of payment plus three percent (3%) per annum from the date of payment by District until the date of repayment to the District by Tenant. Where no time within which any charge required by this Article to be paid by Tenant is specified in this Article, such charge must be paid by Tenant before it becomes delinquent.

ARTICLE 5. CONSTRUCTION

Section 5.01. <u>Tenant's Right to Construct Improvements</u>. District expressly grants Tenant the right to construct, alter, modify, and remove any and all improvements on the Premises, subject to the terms and conditions set forth in this Lease.

Section 5.02. Notice of Commencement of Construction. With regard to any work, the costs of which are estimated to exceed Two Hundred Fifty Thousand Dollars (\$250,000), such work shall not commence until and no building or other materials shall be delivered for the Project nor shall any other building or land development work be commenced or building materials be delivered on said Premises until at least ten (10) days after written notice has been given by Tenant to District of the commencement of such work or the delivery of such materials. District shall, at any time and all times have the right to post and maintain on said Premises and to record as required by law any notice or notices of non responsibility provided for by the mechanics' lien laws of the State of California.

Section 5.03. <u>Condition Precedent to Construction</u>. With regard to any construction on the Premises, Tenant shall enter into a construction contract with a licensed California general contractor ("General Contractor"), and such construction shall be completed in accordance with approved plans and, subject to the force majeure provisions of Section 13.01 hereof. With regard to any work, the cost of which is estimated to exceed Two Hundred Fifty Thousand Dollars (\$250,000), District must first approve the General Contractor in writing.

Section 5.04. <u>Condition Precedent to Construction</u>. Before commencement of any work upon the Premises, the costs of which are estimated to exceed Two Hundred Fifty Thousand Dollars (\$250,000), Tenant shall deliver to District (i) copies of all site permits and approvals obtained to date, (ii) evidence of builder's risk insurance in accordance with requirements of the District, (iii) evidence of proper worker's compensation insurance as procured to cover all persons employed by Tenant and its agents in connection with the construction of the improvements on the Premises, and (iv) evidence of construction funding and construction equity for the entire Project.

Section 5.05. <u>Compliance With Law and quality</u>. Any additional construction undertaken for the Project shall be constructed, and all work performed on said Premises and all buildings or other improvements erected on said Premises shall be in accordance with all valid laws, ordinances, regulations and orders of all federal, state, county or local governmental agencies or entities having jurisdiction over said Premises. All work performed on said Premises pursuant to this Lease, or authorized by this Lease, shall be done in a good workmanlike manner.

Section 5.06. <u>Mechanics' Lien</u>. Tenant hereby agrees to indemnify and save District harmless from and against any loss, damage or liability arising out of any mechanics' liens for claims for labor or services, materials or supplies or equipment performed or furnished to the Premises.

Section 5.07. Ownership of the Project. Upon expiration or sooner termination of this Lease, the Project and all buildings and improvements shall belong to and become the property of District, free from any rights, claims and liens of Tenant or any person, agency, political subdivision, firm or corporation claiming under Tenant without any compensation therefor from District to Tenant or to any other person, agency, political subdivision, firm or corporation except as to the rights of Tenant to compensation in the event of condemnation as set forth in Article 9. On the expiration or sooner termination of this Lease such building and improvements shall be surrendered to District, excepting that movable furniture, personal property and trade fixtures may be removed by Tenant at or before the expiration or sooner termination of this Lease, provided, however, that the removal of any of the property so excepted will not structurally injure the building or improvements or render the buildings or improvements or any part thereof unfit for use and occupancy. Tenant shall pay the cost of restoration of, or repairing any damage to, the Premises arising from the removal of the property so excepted within thirty (30) days of a written demand by the District.

ARTICLE 6. ENCUMBRANCE OF LEASEHOLD ESTATE; MORTGAGEE PROTECTION

Section 6.01. Definitions.

- (a) The term "Leasehold Mortgagee" shall mean the holder of the beneficial interest of a Leasehold Deed of Trust, who has given written notice to District of its name and address for notices.
- (b) The term "Leasehold Deed of Trust" shall mean any encumbrance of this Lease, by a deed of trust, mortgage or other security instrument including, without

limitation, assignments of rents, issues and profits from the Property, to secure repayment of loans made to, or obligations of, Tenant.

(c) The term "Property" shall mean the Premises together with all other real property and personal property leased to Tenant pursuant to the Lease.

Section 6.02. Tenant's Right to Encumber Leasehold.

No financing, refinancing or encumbrance of the leasehold estate or the Project shall be permitted without the written approval of District which shall not be unreasonably withheld.

Section 6.03. Notice to and Service on Leasehold Mortgagee. District shall mail to Leasehold Mortgagee a duplicate copy of any and all notices District may from time to time give to or serve on Tenant pursuant to or relating to this Lease. Any notices or other communications permitted by this or any other Section of this Lease or by law to be served on or given to Leasehold Mortgagee by District shall be deemed duly served on or given to Leasehold Mortgagee by deposit in the United States mail, certified, return receipt requested or by overnight courier, return receipt, addressed to Leasehold Mortgagee at the last malling address for Leasehold Mortgagee furnished in writing to District by Tenant or Leasehold Mortgagee. The date of notice shall be the date marked on the return receipt.

Section 6.04. <u>No Modification Without Leasehold Mortgagee Consent</u>. Tenant and District hereby expressly stipulate and agree that they will not modify this Lease in any way nor cancel this Lease by mutual agreement without the written consent of Leasehold Mortgagee.

Section 6.05. <u>Rights of Leasehold Mortgagee</u>. The Leasehold Mortgagee shall have the right, subsequent to the receipt of a Second Default Notice as provided for in Section 6.06 below, without further consent of District, at any time during the term of this Lease to:

- (a) Do any act or thing required of Tenant under this Lease, and any such act or thing done and performed by Leasehold Mortgagee shall be as effective to prevent a forfeiture of Tenant's rights under this Lease as if done by Tenant itself.
- (b) Transfer, convey or assign the right, title and interest of Tenant in and to the leasehold estate created by this Lease to any purchaser at any foreclosure sale, whether the foreclosure is conducted pursuant to court order or pursuant to a power of sale.
- (c) Acquire and succeed to the right, title and interest of Tenant under this Lease by virtue of any foreclosure proceeding, whether the foreclosure is conducted pursuant to a court order or pursuant to a power of sale contained in the Leasehold Deed of Trust, or by virtue of a transfer in lieu of foreclosure and, following such foreclosure, transfer, convey or assign the right, title and interest of Tenant in and to the leasehold estate granted by this Lease to any third party.

Section 6.06. Right of Leasehold Mortgagee to Cure Defaults. Before District may terminate this Lease because of any default under or breach of this Lease by Tenant, District must give (i) written notice of the default or breach (the "Initial Default Notice") and then (ii), subsequent to the time provided to cure such default or breach provided in Article 11 of this Lease, written notice of the failure of the Tenant to cure the default or breach (the "Second Default Notice") to Leasehold Mortgagee concurrent with transmittal of such notices to Tenant and afford Leasehold Mortgagee the opportunity after service of such Second Default Notice to:

- (a) Cure the breach or default (including the payment of all accrued and delinquent Base Rent) within sixty (60) days after service on Leasehold Mortgagee of the Second Default Notice where the default can be cured by the payment of money to District or some other person;
- (b) Cure the breach or default within ninety (90) days after service on Leasehold Mortgagee of the Second Default Notice where the breach or default must be cured by something other than the payment of money and can be cured within that time; or
- (c) Cure the breach or default in such reasonable time as may be required where something other than the payment of money is required to cure the breach or default and cannot be reasonably performed within ninety (90) day after service on Leasehold Mortgagee of the Second default Notice provided that acts to cure the breach or default are commenced within that time period after service of the Second Default Notice on Leasehold Mortgagee by District and are thereafter diligently continued by Leasehold Mortgagee.

In order to complete the cure of the default or breach Leasehold Mortgagee shall have access to the Premises if necessary. If Leasehold Mortgagee completes the cure of the default or breach in a timely and proper manner, District shall accept the cure as fulfilling the terms of this Lease.

Section 6.07. <u>Foreclosure in Lieu of Curing Default</u>. Notwithstanding any other provision of this Lease, Leasehold Mortgagee may forestall termination of this Lease by District for a default under or breach of this Lease by Tenant by commencing proceedings to foreclose the encumbrance on the Tenant's leasehold estate ("Encumbrance"). The proceedings so commenced may be for foreclosure of the Encumbrance by order of court or for foreclosure of the Encumbrance under a power of sale contained in the instrument creating the Encumbrance. The proceedings shall not, however, forestall termination of this Lease by District for the default or breach by Tenant unless:

- (a) They are commenced within sixty (60) days after service on Leasehold Mortgagee of the Second Default Notice;
- (b) They are, after having been commenced, diligently pursued in the manner provided by law; and

(c) Leasehold Mortgagee keeps and performs all of the terms, covenants and conditions of this Lease (including the payment of Base Rent, including past due Base Rent, under this Lease) requiring the payment or expenditure of money by Tenant until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, payment or conveyance of the leasehold estate to Leasehold Mortgagee.

Section 6.08. <u>Assignment Without Consent on Foreclosure</u>. Provided that Leasehold Mortgagee gives written notice of transfer to District setting forth the name and address of the transferee as well as the effective date of the transfer, the written consent of District shall not be required for transfer of Tenant's right, title and interest under this Lease to:

- (a) Any purchaser, which includes the Leasehold Mortgagee, at a foreclosure sale of the Encumbrance, whether the foreclosure is conducted pursuant to court order or pursuant to a power of sale in the instrument creating the Encumbrance; or
- (b) A purchaser from Leasehold Mortgagee after foreclosure where Leasehold Mortgagee was the purchaser of Tenant's interest at the foreclosure sale of the Encumbrance, or acquired Tenant's interest by transfer in lieu of foreclosure. Any purchaser at a foreclosure sale, and any purchaser from the Leasehold Mortgagee shall be subject to all the terms and conditions of this Lease including, without limitation, the right of the purchaser to assign this Lease pursuant to Article 10.

The Leasehold Mortgagee, the purchaser at a foreclosure sale, or the purchaser from the Leasehold Mortgagee shall be subject to all the terms and conditions of this Lease except that (I) the time for performance of any unperformed acts required by Article 5 of this Lease shall be extended for that period equal to the delay in performance of the act caused by Tenant's inability or failure to perform the act and the time required to transfer the Lease to the purchaser at a foreclosure sale and/or to the purchaser from Leasehold Mortgagee, (ii) the performance of any acts required by Article 5 of this Lease that have already been performed shall be deemed satisfied and (iii) Leasehold Mortgagee shall be able to absolutely assign or transfer this Lease without District's consent as provided hereinabove and any purchaser, assignee or transferee of this Lease from Leasehold Mortgagee shall be able to assign this Lease pursuant to Article 10.

Section 6.09. <u>Leasehold Mortgagee as Assignee of Lease</u>. The Leasehold Mortgagee shall not be liable to perform the obligations of the Tenant under this Lease unless and until such time as Leasehold Mortgagee becomes the owner of the leasehold estate created hereby and acquires the right, title and interest of Tenant under this Lease through foreclosure, transfer in lieu of foreclosure, assignment or otherwise, and thereafter the Leasehold Mortgagee shall remain liable only so long as the Leasehold Mortgagee remains as the owner of the leasehold estate.

Section 6.10. <u>Estoppel Certificates</u>. District shall provide to the Leasehold Mortgagee, on request, an estoppel certificate pursuant to the provisions of this Lease certifying to such matters as status of Base Rent payments, satisfaction of conditions, and defaults.

ARTICLE 7. REPAIRS AND RESTORATION

Section 7.01. <u>No Obligation of District</u>. District shall not be required or obligated to make any changes, alterations, additions, improvements or repairs in, on, or about the Premises, or any part thereof.

Section 7.02. <u>Maintenance by Tenant</u>. At all times Tenant shall, at Tenant's cost and expense, keep and maintain said Premises and all improvements hereafter constructed or installed on said Premises as well as all facilities now or hereafter appurtenant to said Premises in good order and repair and in a clean condition free from rubbish and debris, reasonable wear and tear excepted, and shall repair all damage resulting from use, including willful action (whether proper or improper) or negligence, by Tenant or any persons permitted to be on the Premises by or with the consent of Tenant, express or implied, except District, or resulting from Tenant's failure to observe or perform any covenant of Tenant under this Lease.

Section 7.03. <u>Compliance with Applicable Law</u>. Tenant shall, at Tenant's expense, promptly comply with the requirements of every applicable law with respect to the condition, maintenance, use or occupation of the Premises including the making of any alteration or addition in and to any structure upon, connected with, or appurtenant to the Premises, whether or not such alteration be structural, or be required on account of any particular use to which the Premises, or any part thereof, may be or is now put, and whether or not such law be of kind now within the contemplation of the parties hereto; and shall likewise comply with an applicable regulation or order of the applicable Board of Fire Underwriters or other body having similar functions, or of any liability or fire insurance company by which Tenant may be insured.

Section 7.04. <u>Damage or Destruction</u>. Except for any improvements presently located on the Premises, should, at any time during the term of this Lease, any buildings or improvements hereafter located on said Premises be destroyed in whole or in part by fire, theft, the elements, or any other cause (collectively hereinafter referred to as a "Casualty"), this Lease shall continue in full force and effect; provided, however, that Tenant shall have the option of terminating this Lease on the last calendar day of any month by giving District at least thirty (30) days' prior written notice of Tenant's intent to do so and by removing, within one hundred twenty (120) days of the Casualty, at Tenant's own cost and expense all debris and remains of the damaged improvements from said Premises in the event that:

- (a) Any buildings or improvements hereafter located on said Premises are so damaged or destroyed by a Casualty after twenty years of this Lease that such buildings or improvements cannot be repaired and restored at a cost which is less than thirty percent (30%) of the cost to replace all of the buildings and improvements located on the Premises if totally destroyed; or
- (b) Any buildings or improvements hereafter located on said Premises are so damaged or destroyed by a Casualty after fifteen years of this Lease that such buildings or improvements cannot be repaired and restored at a cost which is less than forty percent

(40%) of the cost to replace all of the buildings and improvements located on the Premises if totally destroyed; or

- (c) Any buildings or improvements hereafter located on said Premises are so damaged or destroyed by a Casualty after ten years of this Lease that such buildings or improvements cannot be repaired and restored at a cost which is less than fifty percent (50%) of the cost to replace all of the buildings and improvements located on the Premises if totally destroyed; or
- (d) Any buildings or improvements hereafter located on said Premises are damaged or destroyed by a Casualty at any time during the term of this Lease and insurance proceeds available to Tenant from the insurance required are not sufficient to cover one hundred percent (100%) of the cost, less Fifty Thousand Dollars (\$50,000), to repair and restore such damaged or destroyed buildings or improvements.

Section 7.05. Application of Insurance Proceeds. Except as hereinafter provided in this Section 7.05, all insurance money paid either to Tenant on account of any damage or destruction, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss (which costs, fees or expenses shall be reimbursed to the party incurring such expenses) shall be applied to the payment of the cost of the restoration or repairs of such damage or destruction. Such work may include the cost of demolition and temporary repairs and for the protection of property pending the completion of permanent restoration, repairs, replacements, rebuilding, or alterations (all of which temporary repairs, protection of property and permanent restoration, repairs, replacement, rebuilding or operations are hereinafter collectively referred to as the "Restoration"). Such proceeds shall be paid out from time-to-time to Tenant or in accordance with Tenant's directions, as such Restoration progresses upon the written approval of District and the written request of Tenant. Upon the receipt by District of satisfactory evidence that the Restoration has been fully completed and paid for in full and that there are no liens of the character referred to in Section 5.05 hereof, and there is no default under the terms, conditions, covenants and agreements of this Lease which cannot be cured by the payment of money or any default hereunder which has become an event of default, any balance of the insurance money at the time held by an insurance trustee shall be paid to Tenant. In the event Tenant terminates this Lease pursuant to Section 7.04 Tenant shall surrender possession of the Premises to District immediately and assign to District (or, if the same has already been received by Tenant, pay to District) all of its right, title and interest in all of the proceeds from Tenant's insurance upon the Premises. Notwithstanding the foregoing, the payment of insurance proceeds to District and the administration of the Restoration as set forth in this Section 7.05 shall apply only to damage in excess of Fifty Thousand Dollars (\$50,000). To the extent insurance proceeds do not exceed Fifty Thousand Dollars (\$50,000), Tenant shall administer such proceeds in accordance with the terms of this Lease.

Section 7.06. <u>Continuing Obligation to Pay Base Rent</u>. Except for Tenant's right to terminate this Lease as provided in Section 7.04, no destruction of, or damage to the structures or any part thereof by fire or any other cause shall permit Tenant to surrender this Lease nor relieve Tenant from its obligations to pay the full Base Rent payable under this Lease or from any of its other obligations under this Lease. Tenant waives any rights

now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Premises or any suspension, diminution, abatement or reduction of rent on account of any such destruction or damage, including specifically the provisions of Section 1932 (2) and Section 1933 (4) of the California Civil Code.

ARTICLE 8. INDEMNITY AND INSURANCE

Section 8.01. Indemnification.

- (a) As a material part of the consideration to District, Tenant agrees to indemnify, protect, defend and hold harmless, individually and collectively District and its directors, officers, employees, agents, consultants, contractors, representatives, and successors to and assignees of its interests in the Project (individually a "District Indemnitee") from and against all lawsuits, causes of action, claims, demands, damages, injuries, fines, losses, judgments, liens, encumbrances, charges, obligations, liabilities, costs and expenses (including but not limited to injury or loss of life to persons or damage to or loss of property, travel expenses and reasonable attorneys' fees, expert witness fees and other costs of defense or of enforcing this indemnity, regardless of whether legal proceedings are actually commenced) (collectively "Claims") arising out of or relating to any of the following:
 - (i) Design, permitting or construction of any work of improvement on the Premises (subject to any limitations in applicable law);
 - (ii) Any act or omission by any person or entity (other than by a District Indemnitee) occurring on the Premises, or with respect to any work of improvement;
 - (iii) Any mechanics', materialpersons', vendors' or suppliers' lien claimed by any person, furnishing construction, labor, materials, supplies or services to or for the Project, or with respect to any work of improvement;
 - (iv) Ownership, use, possession or development of the Premises or the Project, any unsafe or dangerous condition on the Premises, and any accident, injury or damage whatsoever to any person or entity occurring on the Premises, or with respect to any work of improvement;
 - (v) The breach or falsity of any material representation or warranty made or given by Tenant under this Lease;
 - (vi) The breach of any obligation of Tenant contained in this Lease;
 - (vii) Any willful misconduct or negligent act or omission by Tenant or any of its officers, employees, agents or representatives; and
 - (viii) Any assertion, claim or cause of action that a District Indemnitee is liable or responsible for the payment or performance of any indebtedness or obligation of Tenant or for any act or omission committed or made

by Tenant or any other person or entity (excluding District or its Indemnitees) in connection with the ownership, operation or development of the Project, whether on account of any theory of relationship, derivative liability, comparative negligence or otherwise.

- (b) If District receives notice of a Claim or otherwise has actual knowledge of a Claim, it shall promptly (i) inform Tenant in writing of such claim of which it has knowledge and (ii) send to Tenant a copy of all written materials it receives from the claimant relating to such Claim. Such written material shall consist of copies of any complaint, motion or other documents filed with any court, tribunal or other body before which a proceeding has been filed. Failure of District to so inform Tenant or to provide materials shall not, however, waive, cause forfeiture of or limit the remedies available to any indemnified party with respect to enforcement of its indemnification rights as stated herein or as stated in any of the Documents, except to the extent such failure inhibits Tenant from taking corrective action.
- (c) Tenant shall, immediately upon receipt of written notification of any such Claim or demand, assume in full the responsibility for the defense of any such Claim or demand and pay in connection therewith any loss, damage, deficiency, liability, obligation, cost or expense, including without limitation, reasonable attorneys' fees, expert witness fees and court costs incurred in connection therewith. Subject to subsection (d) below, in the event of any action or proceeding, in court, arbitration or otherwise, in connection with any such Claim or demand, Tenant shall have the right and responsibility to assume the defense of any such action, all at Tenant's own cost and by counsel selected by Tenant and approved by the indemnified party (which approval shall not be unreasonably withheld); and Tenant shall immediately satisfy and discharge any final decree or judgment rendered therein. Tenant shall fully and regularly inform the indemnified party of the progress of the defense and any settlement discussions. Tenant shall notify District in writing within ten (10) days of Tenant becoming aware of any claim, action, proceeding, arbitration or other matter relating to such lawsuit.
- (d) The indemnified party shall have the right to directly conduct its own defense using counsel it selects, at its own cost and expense. The indemnified party shall elect whether to directly conduct its own defense and select its own counsel within sixty (60) days after being served with the complaint, cross-complaint, petition or other similar court papers. If such election is not made within such 60-day period, then the indemnified party may thereafter make such an election only if it determines in good faith that a conflict exists between it and Tenant which prevents or potentially prevents Tenant from presenting a full and effective defense or that Tenant is otherwise not providing an adequate defense in connection with the Claim or demand. If the election is made because of such conflict or inadequate defense, then the direct conduct by the indemnified party of its defense using counsel it selects shall be at Tenant's expense, in which case the indemnified party may make any payments sustained or incurred by reason thereof, and subject to the terms of this subsection, Tenant shall immediately repay to District, in cash the amount of such payment.
- (e) Notwithstanding anything herein to the contrary, the foregoing indemnification expressly excludes any Claims to the extent caused by the willful misconduct, negligence

or breach of any of the District Indemnitees; provided, however, that (i) the willful misconduct, gross negligence or breach of one of such Indenmitees shall not defeat or affect Tenant's indemnification of the other Indemnitees; and (ii) unless and until such willful misconduct, gross negligence or breach is determined by final judgment or expressly admitted in writing by the subject party, Tenant shall remain obligated to hold harmless and defend such party as set forth above.

- (f) District (as to any District Indemnitee), hereby agrees to indemnify, protect, defend and hold harmless, individually and collectively, Tenant and its directors, officers, employees, agents, consultants, contractors, attorneys, representatives, and successors to and assignees of their respective interests in the Project from and against any Claim to the extent caused by the willful misconduct or gross negligence by any District Indemnitee.
- (g) The provisions of this Section 8.01 shall survive the termination of this Lease.

Section 8.02. Environmental Indemnity.

- (a) Tenant hereby agrees to indemnify, hold harmless and defend District from and against any and all liabilities, claims, penalties, liens, claims of liens, forfeitures, suits, costs and expenses of any type or nature (including, without limitation, costs of defense and settlement and attorneys' fees), which District may hereafter incur, become responsible for or pay out as a result of (i) death or injury to any person, (ii) destruction or damage to any property, (iii) contamination of or adverse effect on the environment or (iv) any violation of governmental laws, regulations or orders, caused directly or indirectly by, or due in whole or in part to, the release or threatened release of toxic wastes (as defined in Section 13.16.(b)) which were, or are claimed or alleged to have been deposited, stored, disposed of, placed or otherwise located or allowed to be located on, above, beneath or about the Premises subsequent to July 1, 1992. Nothing herein shall be construed to hold Tenant responsible for and Tenant shall have no obligation to indemnify, hold harmless or defend District with respect to any toxic wastes determined to have been deposited, stored, disposed of, placed or otherwise located on, above, beneath or about the Premises prior to July 1, 1992 or afterwards by District.
- (b) District hereby agrees to indemnify, hold harmless and defend Tenant from and against any and all liabilities, claims, penalties, liens, claims of liens, forfeitures, suits, costs and expenses of any type or nature (including, without limitation, costs of defense and settlement and attorneys' fees), which Tenant may hereafter incur, become responsible for or pay out as a result of (i) death or injury to any person, (ii) destruction or damage to any property, (iii) contamination of or adverse effect on the environment or (iv) any violation of governmental laws, regulations or orders, caused directly or indirectly by, or due in whole or in part to, the release or threatened release of toxic wastes (as defined in Section 13.16.(b)) which were, or are claimed or alleged to have been deposited, stored, disposed of, placed or otherwise located or allowed to be located on, above, beneath or about the Premises prior to July 1, 1992. Nothing herein shall be construed to hold District responsible for and District shall have no obligation to indemnify, hold harmless or defend Tenant with respect to any toxic wastes determined to have been

deposited, stored, disposed of, placed or otherwise located on, above, beneath or about the Premises subsequent to July 1, 1992, or afterwards by Tenant.

Section 8.03. <u>Obligation to Maintain Insurance</u>. Tenant shall, and shall cause any contractor making substantial improvements on the Project to, procure or shall have procured and continuously maintain such insurance policies as are required under this Section 8.03 (individually an "Insurance Policy" and collectively, the "Insurance Policies").

- (a) <u>Insurance Policies</u>. Tenant shall procure or cause to be procured and maintain or cause to be maintained in full force and effect the Insurance Policies:
 - General Liability Insurance. Comprehensive or commercial general liability insurance, including supplementary coverage of Blanket Contractual Liability (specifically including Tenant's indemnity obligations under this Lease and any other Documents), Broad Form Property Damage, Personal Injury Liability with the "employee" and "contractual" exclusions deleted, Product and Completed Operations Liability, Fire Legal Liability, Business Automobile Bodily Injury and Property Damage Liability extending to owned, non-owned and hired vehicles of Tenant or its general contractor used in performance of any Tenant obligations hereunder, amended as necessary to comply with Governmental Requirements. Such coverage shall insure on an occurrence basis against claims for "personal injury" and "property damage", including but not limited to bodily injury, death or property damage occurring upon, in or about the Project, including construction and staging areas, or any adjoining sidewalk, streets and passageways. Such coverage shall take effect and afford protection immediately upon execution of this Lease. Such policy shall have an initial minimum coverage limit per occurrence of not less than \$5,000,000 with respect to personal injury or death to any one or more persons or damage to property (i.e. combined single limit), and carry a deductible per occurrence of not more than \$25,000. At any time during the term of this Lease, and from time to time, District may provide notice to Tenant that the level of general liability insurance being maintained by Tenant under this subsection (i) is no longer adequate because it is less than the level of insurance coverage that is then customary with comparable operations in Los Angeles County, and request that the minimum limit hereinabove designated shall be increased accordingly. Tenant shall promptly provide for the requested increase in general liability insurance coverage.
 - (ii) <u>Builder's Risk Insurance</u>. Throughout the course of any work of improvement that is "substantial", coverage of the type now known as builder's completed value risk insurance, as delineated on an All Risk Builder's Risk 100% Value Non-Reporting Form. Such insurance shall insure against direct physical loss or damage by fire, lightning, wind, storm, explosion, collapse, underground hazards, flood, vandalism, malicious mischief, glass breakage and such other causes as are covered by such form of insurance. Such policy shall include (i) an endorsement for earthquake, unless earthquake insurance is not commercially available, (ii) an endorsement for broad form property damage, breach of warranty, demolition costs and debris removal, (iii) a "Replacement Cost Endorsement" in amount sufficient to prevent Tenant from becoming a co-insurer

under the term of the policy, but in any event in an amount not less than 100% of the then full replacement cost, to be determined at least once annually and subject to reasonable approval by District, and (iv) an endorsement to include coverage for budgeted soft costs. The replacement cost coverage shall be for work performed and equipment, supplies and materials furnished to the Property or any adjoining sidewalks, streets and passageways, or to any bonded warehouse for storage pending incorporation into the work, without deduction for physical depreciation and with a deductible not exceeding \$25,000 per occurrence (except that earthquake coverage shall carry a deductible not to exceed 10% of the policy amount, or such other deductible amount as the District may determine is acceptable, in light of the cost of the premium for such insurance.

(iii) All Risk Insurance.

- (1) Coverage of the type now known as All Risk Replacement Cost Insurance, insuring against loss or damage by fire, lightning, wind, storm, explosion, collapse, underground hazards, flood, vandalism, malicious mischief, glass breakage and such other causes as are covered by such form of insurance, covering all improvements on the Premises against direct physical loss or damage. Such policy shall include (A) an endorsement for earthquake, unless earthquake insurance is not commercially available, (B) an endorsement for broad form property damage, breach of warranty, demolition costs and debris removal, and (C) a "Replacement Cost Endorsement" in amount sufficient to prevent Tenant from becoming a co-insurer under the terms of the policy, but in any event in an amount not less than 100% of the then full replacement cost of the improvements at the Project (exclusive of the cost of excavations, foundations and footings below the lowest basement floor), to be determined at least once annually and subject to reasonable approval by District without deduction for physical depreciation and with a deductible not exceeding \$25,000 per occurrence (except that earthquake coverage shall carry a deductible not to exceed 10% of the policy amount); and
- (2) Coverage of the type now known as business income insurance, or business interruption insurance, indemnifying Tenant against loss of all rent and other Gross Income coming due for a period of not less than 12 months due to occurrence of perils covered by the above all risk insurance (including earthquake, if commercially available). The policy limit shall be determined at least once annually and subject to reasonable approval by District.
- (iv) <u>Workers' Compensation Insurance</u>. Workers' compensation insurance, to be carried by Tenant and all its general contractors, subcontractors and consultants, in an amount and form sufficient to meet all applicable Governmental Requirements and employer's liability coverage to a limit of not less than \$1,000,000, with respect to personal injury or death to any one or more persons or damage to property. Such policies shall cover all persons or damage to property. Such policies shall cover all persons providing labor or services to or on behalf of Tenant, its general contractor, subcontractors or consultants and all risks to such persons arising out of construction, ownership, use, occupancy, repair or maintenance of the Project or entry onto the Project.

- (v) <u>Errors and Omissions Insurance</u>. Unless waived by District, errors and omissions insurance, specifically and exclusively designated for any work of improvement undertaken under Article 5 of this Lease, to be carried by each of Tenant's architects and engineers. Such insurance shall provide a minimum coverage limit per claim of not less than \$500,000, or such lesser amount as District may approve, in writing. Such policy may be written on a "claims made" basis provided it commences as to each named insured upon execution of each covered contract, continues until completion and includes at least a five year discovery period after the end of each such policy period for submitting claims. Such policy shall provide coverage against loss or liability arising out of willful, negligent or innocent errors, omissions and misfeasance of the insured party in performing its contractual and professional obligations relating to the design, engineering and construction of a work of improvement, and shall include such endorsements as reasonably required by District.
- (b) <u>Requirements Regarding Insurance</u>. Each Insurance Policy required under Section 8.03(A) (or the particular Insurance Policies specified below) shall:
 - (i) Be in a form and substance as is then standard in California for policies of like coverage;
 - (ii) Be issued by insurance carriers qualified and licensed to engage in the insurance business in the State of California and having a current Policyholder's Management and Financial Size Category Rating of not less than "A X" according to A. M. Best's Insurance Reports <u>Key Rating Guide</u> or if such rating system shall cease, then of recognized financial responsibility approved by District in writing;
 - (iii) Provide coverage on an occurrence basis, except for the errors and omissions Insurance Policies;
 - (iv) Provide that the Insurance Policy cannot be canceled, suspended, lapsed or modified upon less than thirty (30) days' prior written notice by registered or certified mail to District and Tenant;
 - (v) With respect to the Insurance Policies described in Sections 8.03(A)(1)-(4), (A) name District and its respective board members, commissioners, directors, officers and employees as additional loss payee or as additional insured, as their interests appear, (B) provide that the coverage thereof is primary and non-contributory coverage with respect to all additional insureds, (C) contain a Standard Cross Liability endorsement providing that the insurance applies separately to each insured against whom a claim is filed, and that the policy covers claims or suits by one insured against the other, and (D) provide that the interests and protections of the additional insureds shall not be affected by any misrepresentation, act or omission of a named insured or any breach by a named insured of any provision in the policy which would otherwise result in forfeiture or reduction of coverage;

- (vi) With respect to the Insurance Policies described in Sections 8.03(A)(2)-(5), contain either (A) a waiver by the insurer of the right of subrogation against District and its respective board members, commissioners, directors, officers, employees, agents and representatives, or (B) a statement that the insurance shall not be invalidated should any insured waive in writing its right of recovery or right of subrogation prior to occurrence of a loss covered by the Insurance Policy;
- (vii) The Insurance Policies described in Sections 8.03(A)(1)-(4) shall have attached thereto a Loss Payable Endorsement (Form 438 BFU NS), or its equivalent, for and in favor of District; and
- (viii) With respect to the Insurance Policy described in Section 8.03(A)(4), contain the right to an assignment of statutory lien for the benefit of and upon request of District.
- (c) Delivery of Insurance Policies. After delivery of each initial Insurance Policy pursuant to Section 8.03, not less than thirty (30) days prior to the expiration date of each Insurance Policy required under Section 8.03, Tenant shall deliver to the District: (a) a complete certified copy of each such Insurance Policy or renewal or replacement Insurance Policy [provided, however, that if the insurance carrier agrees in writing to provide such certified copy to the District upon request, delivery of a certificate of insurance shall be sufficient for purposes of this clause (a)]; (b) satisfactory evidence of payment of the premium therefore; and (c) a certificate of the insurance broker or agent in form reasonably satisfactory to District, stating the identity of all carriers, identity of named and additional insureds, type of coverage, description of all endorsements, policy limits, deductibles, subrogation waiver, other essential policy terms (e.g. full replacement coverage, tail periods, etc.) and a statement of noncancellation consistent with Section 8.03(b)(iv). If Tenant has not provided District with the foregoing proof of coverage and payment within ten (10) business days after receipt of written request therefor, the requesting party may, in addition to any other available remedy, without obligation and without further inquiry as to whether such insurance is actually in force, obtain such an Insurance Policy and Tenant shall reimburse the requesting party for the cost thereof upon demand.
- (d) <u>Co-Insurer Liability</u>. If on account of Tenant's failure to comply with the provisions of this Section 8.03 District is adjudged to be a co-insurer by an insurance carrier, then any loss or damage it shall sustain by reason thereof shall be borne by Tenant and Tenant shall immediately pay the same upon receipt of written demand therefor and evidence of such loss or damage.
- (e) <u>Compliance with Insurer's Requirements</u>. Tenant shall observe and comply with the requirements of all Insurance Policies. Tenant also shall perform and satisfy the reasonable requirements of insurance companies writing such types of Insurance Policies so that at all times companies of good standing and meeting the requirements of Section 8.03 shall be willing to write or to continue such coverage. Tenant shall at all times comply with all rules, regulations, orders and requirements of any recognized organization which establishes fire ratings for structures such as the improvements at the Project.

- (f) <u>Blanket Insurance</u>. Any insurance coverage required in this Section 8.03 may be effected by a policy or policies of blanket insurance; provided that (a) the Project (or, in the case of errors and omissions coverage, the contract) is specifically identified therein, by endorsement or otherwise, as included in the coverage provided; (b) the amount of the total insurance allocated to the Project (or contract) shall be such as to furnish protection equivalent to that which would be afforded by separate Insurance Policies in the amounts herein required; and (c) in all other respects any such blanket policy or policies shall comply with all other provisions of this Section 8.03. In any such case, Tenant shall deliver to District a certified copy of such policy. District shall be named loss payee under the insurance policy mentioned herein.
- (g) No Limit on Liability. District makes no representation that the limits of liability specified for the Insurance Policies to be carried pursuant to this Section 8.03 are adequate to protect Tenant against its undertakings under this Lease, or to protect any general contractor, architects, engineers or other consultants against their respective undertakings. In no event shall the limits of any coverage maintained or caused to be maintained by Tenant limit Tenant's liability under this Lease or limit the liability of any general contractor, architect, engineer or other consultants under their respective contracts, warranties, guarantees and indemnities, District shall not be limited to the amount of the insurance premium not paid in the proof of any damages any of them may claim against Tenant or any other person arising out of or by reason of failure of Tenant, any general contractor, architects, engineers or other consultants to provide and keep in force the Insurance Policies required by this Section 8.03; but District shall instead be entitled to recover the full amount of damages available.

Section 8.04. <u>Insurance Limitations</u>. Any insurance proceeds payable to Tenant from any policy of insurance (other than liability insurance) required by this Lease shall be paid to Leasehold Mortgagee. Leasehold Mortgagee shall have the right to participate in all adjustments, settlements, negotiations or actions with the insurance company regarding the amount and allocation of any such insurance proceeds. Any insurance policies permitted or required by this Lease shall name Leasehold Mortgagee as an additional insured or loss payee, as appropriate.

ARTICLE 9. CONDEMNATION

Section 9.01. <u>Definitions</u>. As used in this Lease:

- (a) "Condemnation" means (i) the taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute, whether by legal proceedings or otherwise, by a condemnor (hereinafter defined), and (ii) a voluntary sale or transfer to a condemnor, either under threat of condemnation or while condemnation legal proceedings are pending.
- (b) "Award" means all compensation, sums or anything of value awarded, paid or received for a total taking, a substantial taking or a partial taking (hereinafter defined), whether pursuant to judgment or by agreement or otherwise.

- (c) "Condemnor" means any public or quasi-public authority or private corporation or individual having the power of condemnation excluding, however, District or any successor of District, or any entity acting on behalf of District or any successor of District.
- (d) "Total Taking" means the taking by condemnation of the fee title to all the Premises and all the improvements.
- (e) "Substantial Taking" means the taking by condemnation of so much of the Premises or improvements or both that one or more of the following conditions results:
 - (i) The remainder of the Premises would not be economically and feasibly usable by Tenant; and/or
 - (ii) A reasonable amount of reconstruction would not make the land and improvements a practical improvement and reasonably suited for the uses and purposes for which the Premises are leased hereunder.
- (f) "Partial Taking" means any taking of the fee title and/or improvements that is not either a Total Taking or a Substantial Taking.
- (g) "Notice of Intended Condemnation" means any notice or notification on which a reasonably prudent person would rely and which he would interpret as expressing an existing intention of condemnation as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to service of a condemnation summons and complaint on a party hereto. The notice is considered to have been received when a party receives from the condemnor a Notice of Intended Condemnation to condemn, in writing, containing a description or map reasonably defining the extent of the condemnation.

Section 9.02. Notice and Representation.

- (a) The party receiving a notice of one or more of the kinds specified below shall promptly notify the other party of the receipt, contents and dates of such notice.
 - (i) Notice of Intended Condemnation.
 - (ii) Service of any legal process relating to condemnation of the Premises or improvements.
 - (iii) Notice in connection with any proceedings or negotiations with respect to such a condemnation.
 - (iv) Notice of intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of condemnation.
- (b) District and Tenant shall each have the right to represent its respective interest in each condemnation proceeding or negotiation and to make full proof of its claims. District and Tenant shall each execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to condemnation.

Section 9.03. Total or Substantial Taking.

- (a) On a Total Taking this Lease shall terminate on the date physical possession is taken by the condemnor.
- (b) If a taking is a Substantial Taking, Tenant may, by notice ("Tenant's Notice") to District given within sixty (60) days after Tenant receives a Notice of Intended Condemnation, elect to treat the taking as a Substantial Taking. If Tenant does not so notify District, the taking shall be deemed a Partial Taking. If Tenant gives Tenant's Notice and District gives Tenant notice disputing Tenant's contention within sixty (60) days following receipt of Tenant's Notice the dispute shall be promptly submitted to judicial reference pursuant to Section 12.01.

If District gives no such notice, the taking shall be deemed a Substantial Taking. A Substantial Taking shall be treated as a Total Taking if (i) Tenant delivers possession of the Premises to District within thirty (30) days after determination that the taking was a Substantial Taking (i.e., within 30 days after expiration of the 60-day period after delivery of Tenant's Notice where District does not dispute Tenant's contention that the taking was a Substantial Taking or within 30 days after determination that the taking was a Substantial Taking through judicial reference or settlement with District), (ii) an Event of Default by Tenant is not outstanding or, if an Event of Default is outstanding, Tenant remedies same by performance (but only to the extent that such performance is practical in light of the taking) concurrent with or within a reasonable period after its receipt of the award to which it is entitled, and (iii) Tenant has delivered to District any portion of the award in its possession to which District is entitled pursuant to the terms of this Lease. If these conditions are not met, the taking shall be treated as a Partial Taking. In the event that, for purposes of this Section 9.03(b), a dispute arises as to whether an Event of Default is outstanding or whether District is entitled to any portion of the award held by Tenant, then such dispute shall be resolved through judicial reference in accordance with Section 12.01.

- (c) Tenant may continue to occupy the Premises and improvements until the condemnor takes physical possession. At any time following notice of intended Total Taking or within the time limit specified for delivering possession in the provision on Substantial Taking, Tenant may elect to deliver possession of the Premises to District before the actual taking of physical possession. The election shall be made by notice to District declaring the election and agreeing to pay all Base Rents required under this Lease to the date that Tenant goes out of possession and Tenant's right to apportionment of or compensation from the award shall then accrue as of the date that Tenant goes out of possession.
- (d) On a Total Taking, all sums, including damages and interest, awarded for the fee or leasehold or both shall be deposited promptly with a title company agreed to by both parties (the "Title Company") as escrow agent and shall be distributed and disbursed in the following order of priority:

- (i) The balance due under any obligations secured by a Leasehold Mortgage (as defined in Section 6.01 above) permitted hereunder and to which District's fee in the Premises is not subordinated.
- (ii) The balance due under any note or mortgage encumbering District's fee in the Premises but not having priority over the Lease, provided that the amount so paid shall be deducted from any amounts otherwise due to District.
- (iii) To District and Tenant, respectively, and pro-rata, any expenses or disbursements reasonably paid or incurred by or on behalf of District or Tenant for or in connection with the condemnation proceedings.
- (iv) To District, a sum equal to the fair market value of the Premises taken, valued as unimproved land exclusive of improvements and subject to all leases and subleases plus the fair market value of District's reversionary interest in any improvements.
- (v) To Tenant, the present value of the remaining years of Tenant's leasehold interest.
 - (vi) To District, the balance of the award.

Section 9.04. Partial Taking.

- (a) On a Partial Taking this Lease shall remain in full force and effect covering the remainder of the Premises and improvements, except that the Base Rent shall be reduced as of the date physical possession is taken by the condemnor by a percentage equal to the percentage decrease in the square footage of the Premises.
- (b) Promptly after a Partial Taking, at Tenant's expense up to the extent of Tenant's award and in the manner specified in provisions of this Lease relating to maintenance, repairs and alterations, Tenant shall repair, alter, modify or reconstruct the improvements ("restoring") so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased. If Tenant does not restore as above, the cost of such restoring shall be deducted from Tenant's share of the award and paid to any leasehold mortgagee entitled to it and otherwise to District in order that such mortgagee or District may affect such restoring.
- (c) On a Partial Taking, all sums, including damages and interest, awarded for the fee or leasehold or both, shall be deposited promptly with the Title Company as escrow agent and shall be distributed and disbursed in the following order of priority.
 - (i) To Tenant, the cost of restoring the improvements, plus any amount assessed, awarded, paid or incurred to remove or relocate subtenants, plus any amount awarded for detriment to business and the value of the improvements.

- (ii) To District and Tenant, respectively and pro-rata, any expenses or disbursements reasonably and necessarily incurred or paid by or on behalf of District for or in connection with the condemnation proceedings.
- (iii) To District a sum equal to that percent of the value of the Premises equal to the percentage the area of the Premises taken bears to the total area of the Premises; the value of the Premises shall be as unimproved land exclusive of improvements and subject to all leases and subleases plus the fair market value of District's reversionary interest in any improvements taken.
 - (iv) To Tenant, the balance of the Lease term.

Section 9.05. <u>Condemnation; Leasehold Mortgage</u>. Any condemnation award to which Tenant is entitled shall be paid directly to Leasehold Mortgagee. Leasehold Mortgagee shall have the right to participate in all condemnation award proceedings held by the condemning authority and the allocation of such award.

ARTICLE 10. ASSIGNMENT AND SUBLEASING

Section 10.01. <u>Tenant's Right to Assign</u>. Tenant's right to assign its interest in this Lease, the Premises, and/or the improvements constructed thereon shall be as set forth in Section 2.05 of this Lease, which consent will not be unreasonably withheld, conditioned or delayed.

Section 10.02. <u>Tenant's Right to Sublease</u>. Notwithstanding the provisions of Section 10.01, Tenant, and its successors and assigns, shall have the right to sublease from time to time, and at all times during the term of this Lease, with District's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

ARTICLE 11. DEFAULT AND TERMINATION

Section 11.01. <u>Abandonment by Tenant</u>. Should Tenant breach this Lease and abandon said Premises prior to the natural expiration of the term of this Lease, such action shall constitute a default under this Lease by Tenant.

Section 11.02. <u>Termination for Breach by Tenant</u>. All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to Tenant.

Should Tenant fail to cure any default or breach of this Lease within thirty (30) days after receipt of written notice of the default where the default can be cured by the payment of money to District or some person, or within one hundred twenty (120) days after receipt of written notice of the default where the default must be cured by other than the payment of money and can be cured within said one hundred twenty (120) days or within such reasonable time as may be required to cure the default which default cannot be cured by payment of money or cannot be performed within one hundred twenty (120) days so long as Tenant diligently pursues the cure, then such default shall be deemed an "Event of Default" and District, in addition to any other remedies available to District at

law or in equity shall have the immediate option to terminate this Lease and all rights attendant hereunder by giving written notice of such intention to terminate in the manner specified in Section 13.04 hereof.

In the event that District shall elect to so terminate this Lease, then District may recover from Tenant:

- (i) The worth at the time of the award of any unpaid Base Rent which had been earned at the time of such termination;
- (ii) Any other amount necessary to compensate District for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease for which in the ordinary course of things would be likely to result therefrom; plus
- (iii) Such other amounts in addition to or in lieu of the foregoing which may be permitted from time to time by applicable California law.

As used in subsection (i) the "worth at the time of award" is computed by allowing interest at a rate equal to the greater of ten percent (10%) per annum or one percent (1%) over the Bank of America reference rate in effect at the time of award, not to exceed the maximum legal rate permitted by law. As used above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Section 11.03. <u>Alternative Remedy</u>. In the event of the vacation or abandonment of the Premises by Tenant (as defined in Section 11.01), and if District does not elect to terminate this Lease and Tenant's right to possession of the Premises by electing the remedy provided in Section 11.02, then District may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Base Rent as it becomes due.

Section 11.04. <u>No Automatic Termination</u>. District entry into the Premises for maintenance purposes or in an attempt to relet the Premises shall not be considered to terminate Tenant's right to possession of the Premises and no entry of the Premises by District shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. District may at any time after any Event of Default by Tenant elect to terminate this Lease pursuant to Section 11.02.

Section 11.05. <u>Holding Over</u>. Any holding over by Tenant after termination shall not constitute a renewal or extension of this Lease or give Tenant any rights in or to the Premises other than on a month to month tenancy. Upon the expiration of this Lease, or sooner termination hereof pursuant to the terms hereof, Tenant shall promptly vacate and surrender the Premises to District and leave the Premises in the condition required in Section 11.08.

Section 11.06. <u>District's Rights of Self-Help</u>. In the event that the Tenant shall default in the performance of any of the agreements, conditions, covenants or terms

herein contained, which event of default remains uncured after the grace period provided for in Section 11.02 hereof, the District may immediately, or at any time thereafter, perform the same for the account of the Tenant, and any amount paid, or any expense or liability incurred, by the District in the performance of the same shall be repaid to District, as additional Base Rent, payable by the Tenant within ten (10) days after demand hereunder together with interest from the date the cost or expense is incurred at an amount equal to the lesser of ten percent (10%) per annum or the maximum lawful rate of interest then in effect under the laws of the State of California; and the District shall have the right to enter (by force or otherwise) the Premises for the purpose of correcting or remedying such default and to remain therein until the same shall have been corrected or remedied.

No performance by District of any of the obligations on Tenant's part to be performed hereunder shall be or be deemed to be a waiver of the Tenant's default in or failure to perform the same nor shall the performance thereof by District release or relieve Tenant from any obligations on its part to be performed under this Lease.

Section 11.07. <u>Waiver of Breach</u>. The waiver by District of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or waiver of any subsequent breach by Tenant either of the same or different provision of this Lease. The receipt by District of Base Rents payable under this Lease, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease.

Section 11.08. <u>Surrender of Premises</u>. On expiration or sooner termination of this Lease, Tenant shall surrender said Premises, all improvements in or on said Premises, and all facilities in any way appertaining to said Premises, to District in as good and clean condition as practicable, reasonable wear and tear excepted.

Section 11.09. <u>Miscellaneous</u>. Any default by Tenant in payment of Base Rent, reimbursement or otherwise to District is a material default hereunder. Any default by Tenant on insurance payments is a material default hereunder and District shall be able to force place insurance at the sole expense of Tenant.

Section 11.10. <u>Termination Right</u>. Tenant shall have the right to terminate this Lease upon receiving the Initial Fair Market Value determination at the end of the tenth (10th) and twentieth (20th) years of the Lease term as set forth in Section 2.02 above, provided that:

- (a) Tenant shall deliver written notice of such termination (the "Termination Notice") to District on or before the date which is one hundred twenty (120) days after the date written notice of the Initial Fair Market Value determination is delivered to Tenant;
- (b) The Termination Notice shall state that Tenant intends to terminate this Lease at least two (2) years after the date of the Termination Notice and not more than five (5) years after the date of the Termination Notice (the "Termination Date"), pursuant to the terms and conditions of this Section 11.10;

- (c) Tenant acknowledges that Tenant shall pay the increased Base Rent set by the Initial Fair Market Value determination as established by the provisions of Article 2 above through the Termination Date; and
- (d) Tenant shall not be in default, beyond the applicable cure period, under this Lease as of the date of Tenant's delivery of the Termination Notice and as of the Termination Date.

Provided that Tenant terminates this Lease pursuant to this Section 11.10, this Lease shall automatically terminate and be of no further force or effect as of the Termination Date, and District and Tenant shall be relieved of their respective obligations under this Lease, specifically including, without limitation, any right, if any, Tenant may have to contest Tenant's payment of any costs or expenses owed pursuant to the terms of this Lease; provided, however, notwithstanding anything to the contrary contained in this Lease, with respect to any obligation of Tenant under this Lease which accrues prior to the Termination Date and is not satisfied prior to the Termination Date (e.g., Tenant's payment of any costs or expenses and Tenant's repair obligations), and Tenant's obligations that survive the termination of this Lease, District shall have all the rights and remedies with respect to such obligations as set forth in this Lease. Tenant shall vacate the Premises pursuant to this Lease, and surrender and deliver exclusive possession thereof to District on or before the Termination Date in accordance with the provisions of this Lease.

ARTICLE 12. JUDICIAL REFERENCE

Section 12.01. <u>Judicial Reference</u>. In the event of a dispute described in Section 9.03(b), such dispute shall be resolved through judicial reference provided pursuant to Section 638 et. seq. of the California Code of Civil Procedure (or such successor statute or amendment thereto as may hereafter be enacted). District and Tenant agree that such reference shall be maintained in Los Angeles County and that the Superior Court of the State of California for Los Angeles County shall have personal jurisdiction over it in any such action or proceeding. Such reference shall be ordered by said Court to any member of the Los Angeles County trial panel of retired judges, properly upon commencement of such action or proceeding, by agreement of District and Tenant or (failing such agreement) upon motion brought by District or Tenant.

ARTICLE 13. MISCELLANEOUS

Section 13.01. Force Majeure — Delays. Except as otherwise expressly provided in this Lease, should the performance of any act required by this Lease to be performed by either District or Tenant be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, moratorium on building, construction or planning approvals, or other restrictive governmental laws or regulations which prohibit or effectively prohibit performance, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section shall excuse the prompt payment of Base Rent by Tenant when due and payable under the terms of this Lease, the performance of any act rendered difficult or impossible

solely because of the financial condition of the party, District or Tenant, required to perform the act, or the delivery of possession of the Premises by District to Tenant as required by this Lease.

Section 13.02. <u>Attorney's Fees</u>. Should any litigation be commenced between the parties to this Lease concerning said Premises, this Lease, or the rights and duties of either in relation thereto, the party, District or Tenant, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

Section 13.03. <u>Notices to District and Tenant</u>. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party shall be in writing and shall be deemed duly served and given by deposit in the United States mail, certified, return receipt requested, by email with delivery confirmation, or by overnight courier, return receipt, addressed to the respective party as follows:

If to District:

Culver City Unified School District 4034 Irving Place Culver City, CA 90232 Attention: Superintendent

If to Tenant:

Wildwood School, Inc. 12201 Washington Place Los Angeles, CA 90066 Attention: Director of Finance and Operations

The date of notice shall be the date marked on the return receipt. Either party may change its address for the purpose of this section by giving written notice of such change to the other party as provided in this Section 13.03, and by providing written notice of such change to any Leasehold Mortgagee as provided in Section 13.04.

Section 13.04. <u>Notices to Leasehold Mortgagees</u>. Notices and other communications required by this Lease to be given to Leasehold Mortgagee shall be deposited in the United States mail, certified, return receipt requested, by email with delivery confirmation, or by overnight courier, return receipt, at the address provided by Leasehold Mortgagee. This address may be changed by a notice given in the same manner. Notices shall be effective upon receipt.

Section 13.05. Governing Law. This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises. The parties acknowledge that each party has been represented by independent counsel in connection with this Lease and that the preparation of this Lease has been a joint effort of

both parties. Accordingly, any doctrine which would result in this Lease being interpreted in favor of or against any particular party shall not be applicable.

Section 13.06. <u>Binding on Heirs and Successors</u>. This Lease, and the terms, covenants and conditions hereof, shall be binding on and shall inure to the benefit of the heirs, executors, administrator, successors and assigns of the parties hereto, District and Tenant, but nothing in this Section shall be construed as a consent by District to any assignment of this Lease or any interest therein by Tenant except as provided in Article 10 of this Lease.

Section 13.07. <u>Partial Invalidity</u>. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

Section 13.08. Sole and Only Agreement: Amendment. This Lease constitutes the sole and only agreement between District and Tenant respecting said Premises, the leasing of said Premises to Tenant, the operation of the Project described in this Lease on said Premises, or the lease terms herein specified, and correctly set forth the obligations of District and Tenant to each other as of their dates, and supersede any and all prior agreements or understandings whether written or oral. Any agreements or representations respecting said Premises, their leasing to Tenant by District, or any other matter discussed in this Lease not expressly set forth in this instrument are null and void. Any and all amendments or modifications of this Lease shall be in writing and shall be dated and signed by the parties hereto

Section 13.09. <u>Time of Essence</u>. Time is expressly declared to be the essence of this Lease.

Section 13.10. <u>Memorandum of Lease for Recording</u>. A memorandum or "short form" of this Lease shall be executed by the parties to the Lease and recorded in the Official Records of Los Angeles County, California in connection with executing this Lease. In the event that there are any costs to District for recording such memorandum or "short form" of this Lease, District shall be recompensed by Tenant. The memorandum or "short form" of this Lease shall describe the parties, District and Tenant, set forth a description of the leased Premises, specify the term of this Lease, and shall incorporate this Lease by reference.

Section 13.11. <u>Gender</u>. Single and Plural, Joint and Several. Whenever the context herein so requires, the masculine gender includes the feminine or neuter and the singular includes the plural. All obligations of the parties hereto, District and Tenant, and their heirs, executors, administrator, successors and assigns, shall be joint and several.

Section 13.12. <u>Signs</u>. Tenant will be entitled to place on the Premises such advertising signs as it deems necessary or proper for the development and marketing of the Premises.

Section 13.13. <u>Reasonable Consent</u>. Wherever in this Lease, District or Tenant is entitled to give its approval to review or give its consent the same shall not be unreasonably withheld, conditioned or delayed.

Section 13.14. <u>Quiet Possession</u>. Tenant, upon payment of the Base Rent herein and upon observing and performing all the obligations to be performed by Tenant hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises, and the whole thereof, for the full term of this Lease, without hindrance or interruption by District or any other person or persons lawfully claiming by, through, or under District, except as herein expressly provided.

Section 13.15. <u>Estoppel Certificate</u>. A party hereto ("Certifying Party") shall at any time upon no less than ten (10) days' prior written notice from the other party or any Leasehold Mortgagee ("Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing certifying the following:

- (a) the existence of this Lease and amendments to it;
- (b) if District is the Certifying Party, the last date District received Base Rent under this Lease, the date such Base Rent was due and the amount thereof;
- (c) whether there are any Events of Default under this Lease (or whether there is or has been any event, act or omission which would constitute an Event of Default with notice or lapse of time or both), to the best knowledge of Certifying Party as of the date of the certificate;
- (d) acknowledging receipt of Leasehold Mortgagee's name and address for notice; and
- (e) that Certifying Party understands the Requesting Party will rely on the certificate.

Any such statement may be conclusively relied upon by any prospective assignee, subtenant, or purchaser of the interest of the Requesting Party in the Premises. Certifying Party's failure to deliver such statement within such time shall be conclusive upon the Certifying Party (i) that this Lease is in full force, without modification except as may be represented by the Requesting Party, (ii) that there are no uncured defaults in the Requesting Party's performance, and (iii) that not more than one month's Base Rent has been paid in advance.

- Section 13.16. <u>Representations and Warranties of Tenant</u>. Tenant hereby represents and warrants to District that to the best of its knowledge:
- (a) Tenant has the full power and authority to enter into this Lease and that by entering into this Lease, Tenant will not be in violation of any agreement, order, judgment, law, rule or regulation that applies to Tenant;

(b) Tenant shall not unlawfully discharge on the Premises, and shall use its best efforts to protect against the unlawful discharge thereon by its tenants of, any substance which is known at the time of such discharge to be a toxic waste. As used herein, the term "toxic waste" shall include, but not be limited to, substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; any similar substance as defined and used in any similar environmental control law applicable to the Premises; and in the regulations adopted or publications promulgated pursuant to said laws and any amendments thereto. Tenant shall indemnify, save and hold District harmless from and against any and all loss, claim, liability or damages which District may sustain or incur as a result of any breach of any representation or warranty of Tenant contained in this paragraph, or any failure by Tenant to perform any obligation set forth in this paragraph notwithstanding the subsequent assignment or termination of this Lease.

Section 13.17. Representations and Warranties of District. Except as hereinafter provided, District, to the best of its knowledge, has made no representations or warranties with respect to the Premises and no rights, easements or license are acquired by Tenant by implication or otherwise except as are expressly set forth herein. Except as set forth in Section 8.02(b), District shall not be responsible for any unknown latent defect or change in the condition of the Premises, and the Base Rents hereunder shall in no case be withheld or diminished on account of any defect in the leased Premises nor for any change of condition, nor for any damage occurring thereto, nor because of any violation of law. District hereby represents and warrants to Tenant that:

- (a) District has the full power and authority to enter into this Lease and that by entering into this Lease, District will not be in violation of any agreement, order, judgment, law, rule or regulation that applies to District;
- (b) To the best of District's knowledge, there are no toxic wastes or hazardous materials located on or beneath the Premises or any part thereof;
- (c) District knows of no conditions other than City development approval requirements, that would prevent Tenant from developing the Premises in accord with this Lease.

Section 13.18. Attornment. In the event that Tenant defaults under this Lease, District shall notify all subtenants (if any) of the default and said subtenants shall attorn to District and perform all of their obligations under the subleases in favor of District. As to each subtenant not in default at the time of notice, District shall continue to recognize the estate of each such subtenant. The sublease shall continue with the same force and effect as if District and subtenant had entered into a lease with the same provisions as in the sublease.

Section 13.19. <u>Bankruptcy</u>. In the event that bankruptcy proceedings are commenced by or against Tenant, this Lease and the obligations contained herein are subject to the provisions of 11 U.S.C. Section 365, as amended from time to time. Notwithstanding the foregoing, the sixty (60) day period, for assumption or rejection of this Lease as provided therein shall not be extended or enlarged absent the express consent of the District, which consent shall be within their sole and absolute discretion to give or withhold. Tenant agrees that the provisions of 11 U.S.C. Section 365(c)(1)(A) apply to this Lease because the identity, character, and business qualifications of Tenant are material to District.

Section 13.20. Notice of Intent to Sell the Premises. The District shall provide at least sixty (60) days' prior written notice to Tenant before marketing the Premises for sale, and at least ninety (90) days' prior written notice to Tenant of any transfer of the Premises.

[Signatures appear on following page.]

Executed on this day of	, 2011, at Culver City, Californi
by District:	
DISTRICT:	
CULVER CITY UNIFIED SCHOOL DISTRICT	
Ву:	
Its:	
Executed on this / 9 day of	, 2011, at Los Angeles,
TENANT:	
WILDWOOD SCHOOL, INC., a California non-prof	fit corporation
By Del all	
Its: Drenton of Opening of F	Film 100

14.3b Approval of 2011-2012 Expenditure Reductions

Based on Governor Brown's January State Budget Proposal and the resulting reduction of funding to Culver City Unified School District, the District is presently deficit spending approximately \$4 million per year. As a result, for the 2011-2012 year the District must reduce ongoing expenditures. The attached budget reduction items are presented for consideration.

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District approve expenditure reductions for the 2011-12 school year as listed on the attached.

Moved by:

Seconded by:

CULVER CITY UNIFIED SCHOOL DISTRICT REVISED APRIL 22, 2011

BUDGET REDUCTION PROPOSAL FOR 2011-2012 SCHOOL YEAR

ITEM#		2011-12
1	Adult School	
· · · · · · ·	Classified:	
	1a Reduce 1 Secretary II from 12 to 11 months	5,000
	1b Reduce 1 Secretary III from 12 to 11 months	5,000
	1c Reduce 1 Budget Secretary from 12 to 11 months	4,400
2	Security Department Reorganization	117,480
	2a Eliminate Locksmith	69,000
3	Reduce Maintenance Foreman from 12 to 11 months	7,800
4	Eliminate HVAC Technician	85,000
5	Eliminate Account Clerk III (Categorical)	62,000
6	Reduce 2 Secretary III from 12 to 11 months	
	6a 1 CCHS	4,900
	6b 1 CCMS	5,100
7	Reduce 1 CCHS Budget Secretary from 12 to 11 months	4,700
8	Eliminate 1 Secondary Instructional Materials Clerk	51,000
9	Eliminate 6 School Improvement Classroom Instructional Assistants	71,000
10	Eliminate 8 Title I Classroom Instructional Assistants	105,000
11	Eliminate 8 EIA Classroom Instructional Assistants	124,000
12	Eliminate Regular Summer School	,,
	12a School Principal	7,500
	12b Middle School Secretary	3,400
	12c 3.5 CCHS Summer School Teachers (High School Credit Recovery)	21,672
13	Reduce 3 Elementary Library media Clerks from 7 to 5 hours	30,000
14	Reduce 1 Food Service Supervisor from 12 to 11 months	7,000
	Total Reduction	790,952
	POSITION	1.81
15	UCLA funded Middle School Summer Math Intervention	8,000
	Total Revenue	8,000
16	Accounting Technician	
10	Accounting Technician	60,000
		60,000
	Projected Total Savings	738,952

14.3c Budget Revision to the General Fund

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

The attached budget revision adjusts the Unrestricted General Fund by increasing the 2010-11 revenue by \$332,043. This increase accounts for \$247,227 from the new Wildwood School lease agreement and our P-2 attendance filing that increased our ADA by 16, resulting in revenue of \$84,816.

Recommended Motion:

That the Board of Education approve the budget revision to

the General Fund as outlined in the attached Budget

Revision Summary sheet dated April 26, 2011.

Moved by:

Seconded by:

Date of Summary

7. Contributions to Restricted

Programs

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

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary K-12/ROPs/JPAs

Name of School District

8980-8999

Total Revenues/Other Financing Sources

District (Unit) Number	GL Journal ID Number	Fund Number
64444	R1123	01.0
Fund Name	Unrestricted / Restricted	(Circle One)
General	Unrestricted	

332,043.00

Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. Revenue Limit	8011-8099		\$	
2. Federal	8100-8299			
3. State	8300-8599			84,816.00
4. Local	8600-8799			247,227.00
5. Interfund Transfers In	8910-8929	·		
6. Other Financing Sources	8930-8979			

Resource Code **Budget Adjustment** B. Expenditures/Other Financing Uses **Object Code** (Optional) Increase (Decrease) 1. Certificated Personnel Salaries 1000-1999 2. Classified Personnel Salaries 2000-2999 3. Employee Benefits 3000-3999 4. Books and Supplies 4000-4999 5. Services and Other Operating 5000-5999 Expenditures 6. Capital Outlay 6000-6999 7. Other Outgo 7100-7299 8. Direct Support/Indirect Costs 7300-7399 9. Other Debt Services 7400-7499 10. Interfund Transfers Out 7610-7629 11. Other Financing Uses 7630-7699 12. Total Expenditures, Transfers and Other Financing Uses

C. Subtotal A8 - B12 (will increase/decrease Ending Fund Balance)	\$ 332,043.00

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

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

				7 1 1 1 1 1
D. Components of Ending Fund Balance	Object Code	Resource	Code	Budget Adjustments Increase/(Decrease)
1. Reserved Amounts				
a. Revolving Cash Fund	9711			\$
b. Stores	9712			
c. Prepaid Expenses	9713			
d. General Reserve	9730			
e. Restricted Balances (i.e. statutory only)	9740			
e. Restricted Balances (i.e. statutory only)	9740	-		
e. Restricted Balances (i.e. statutory only)	9740			
e. Restricted Balances (i.e. statutory only)	9740			
e. Restricted Balances (i.e. statutory only)	9740			
	Total Reserved Ar	nounts		s
3. Projected Access to	Object Code	Resource (Code	Budget Adjustments Increase/(Decrease)
Designated Amounts a. For Economic Uncertainties	9770			s
a. For Economic Uncertainties	9770			
a. For Economic Uncertainties	9770			
a. For Economic Uncertainties	9770			
a. For Economic Uncertainties	9770			
b. For Other:	9780	-		
b. For Other:	9780			
	Total Designated A	Amounts		\$
	Account Code			Ţ
3. Unappropriated/Undesignated Amount NOTE: The sum of Lines D1, 2, and 3 must equal C on Page 1.	┪ [
E. Narrative Explanation for this Revision - Must be Complete Board resolution	9798 ed.			332,043.00
F. School District Certification - Must be Completed			***************************************	
Name of School District's Contact Person Ali Delawalla				Number of Contact Person 1220 x 4226
Date of Board Approval Signature of the Secretary of 14-Dec-10	f the Board			(Month/Day/Year)
Submit one (1) certified original and two (2) copies of this summar	y to: Division of Business Los Angeles County 9300 Imperial Highw Downey, CA 90242	Office of Education vay	EC Annex	
Approved:				
Darline P Robles, PHD SIGNATURE OF LOS ANGELES COUNTY SUF- Los Angeles County BY:	PERINTENDENT OF SCHO	OOLS DEPUTY		Date Signed (Month/Day/Year)

14.4a Approval is Recommended for Resolution #27/2010-2011(HR)
Implementing Certificated Layoff (Terminating Services of Certificated
Employees), and Providing Direction to Issue Notifications to Employees Whose
Services Are Terminated

Due to the state's fiscal crisis, the District is recommending the reduction or discontinuance of certain educational services and has given certain certificated employees of the District notice of its intent not to reemploy them for the 2011-2012 school year. Approval is submitted to the Board of Education to adopt Resolution #27/2010-2011 (HR) as referenced in the above title.

RECOMMENDED MOTION:

That the Board of Education approves Resolution #27/2010-2011(HR) Implementing Certificated Layoff (Terminating Services of Certificated Employees) and Providing Direction to Issue Notifications to Employees Whose Services Are Terminated.

Moved by: Seconded by:

BEFORE THE GOVERNING BOARD OF THE CULVER CITY UNIFIED SCHOOL DISTRICT COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

RESOLUTION NO. 27

RESOLUTION IMPLEMENTING CERTIFICATED LAYOFF (TERMINATING SERVICES OF CERTIFICATED EMPLOYEES), AND PROVIDING DIRECTION TO ISSUE NOTIFICATIONS TO EMPLOYEES WHOSE SERVICES ARE TERMINATED

On the motion of Member	, seconded by	, tl	he
following resolution is adopted:	•		

RESOLVED, by the Governing Board of the Culver City Unified School District that:

WHEREAS, on February 22 2011, this Board adopted Resolution No. 17, reducing or discontinuing particular kinds of services;

WHEREAS, on March 8, 2011, this Board adopted Resolution No. 22, reducing or discontinuing particular kinds of services;

WHEREAS, on March 11, 2011, and before March 15, 2011 the Superintendent gave notice to this Board of her recommendation that the employees listed herein below receive notice that their services will not be required for the ensuing school year (2011-2012), pursuant to Education Code Sections 44949 and 44955;

WHEREAS, on or before March 15, 2011, the Superintendent's designated representatives served notices to the certificated employees listed below, that it has been recommended that each of their services will not be required for the 2010-2011 school year, pursuant to Education Code Sections 44949 and 44955;

WHEREAS, said notices advised the recipients that they could request a hearing before the Governing Board to determine if there was cause for not reemploying them for the 2011-2012 school year and that if they failed to timely request a hearing, that failure would constitute the waiver of the right to a hearing, and their services would accordingly be terminated pursuant to the recommendation;

WHEREAS, none of the employees who were served with said notice that it has been recommended that each of their services will not be required for the 2011-2012 school year requested a hearing, thus each such employee waived his or her right to a hearing, and the jurisdictional and statutory prerequisites have been satisfied as to all such employees as required by law;

WHEREAS, the Education Code provides that this Board shall make the final determination as to the sufficiency of the cause and disposition;

WHEREAS, although this Board is not required to consider or account for attrition occurring after the adoption of Resolution Nos. 17 and 22, the Board nevertheless has determined that such attrition should be recognized and accounted for in the final implementation of said Resolutions in order to reduce the number of employees whose services are terminated;

WHEREAS, the particular kinds of services to be discontinued and reduced as referenced in Resolutions Nos. 17 and 22 are each determined to be a particular kind of service within the meaning of Education Code Section 44955;

WHEREAS, the particular kinds of services referenced in Resolutions Nos. 17 and 22 will be discontinued and reduced within the meaning of Education Code Section 44955 not later than the beginning of the 2011-2012 school year;

WHEREAS, except as otherwise authorized by statute, the services of no permanent employee (or other employee) are being terminated, in whole or in part, while any probationary employee, or any other employee with less seniority is being retained to render a service which said permanent (or other) employee is certificated and competent to render, within the meaning of Education Code Section 44955(b); the individuals whose employment is being terminated, in whole or in part, are not certificated and competent (within the meaning of Education Code Section 44955) to render the service being performed by any employee with less seniority who is being retained;

WHEREAS, sufficient cause exists for the termination of up to 19.2 full-time equivalent certificated positions, and pursuant to and within the meaning of Education Code Section 44949, said cause relates to the welfare of the schools and the pupils thereof;

BE IT FURTHER RESOLVED that sufficient cause exists for the termination of the services of the following certificated employees to the extent (which, except as otherwise indicated, constitutes each employee's entire employment with this District) and in the order indicated:

- 1. Rowe, Ritsuko (.40 of .40 FTE) (temporary employee-precautionary notice)
- 2. Romero, Martha
- 3. Arias, Javier (.80 of .80 FTE)
- 4. Caudill, Kerby
- 5. Wong, Justin
- 6. Schuler, Carrie
- 7. Johnson, Robyn
- 8. Bentsvi, Stephanie
- 9. Tevis, Kimberly
- 10. Adachi, Naomi
- 11 Doan, Andrew

- 12. Silver, Sheila (Freytad) (.20 of 1.0 FTE)
- 13. Rezac, Tiana
- 14. Rezac, Tiana
- 15. Chapman, January (.60 of .80 FTE)
- 16. Fitts, Julie
- 17. Plotnik, Lucas (.60 of 1.0 FTE)
- 18. Cowen, Kate
- 19. Wilkens, Paige
- 20. Gomez, Sandra
- 21. Niimura, Hitomi
- 22. DeRojas, Laura

BE IT FURTHER RESOLVED that the employment of each of the certificated employees listed above be and hereby is terminated effective upon the close of this school year, i.e., the end of the last working day as to each employee prior to July 1, 2011;

BE IT FURTHER RESOLVED that this decision is effective immediately and that the Superintendent or her designee(s) may take such actions as are necessary and appropriate to implement this Board's decision, including at least giving appropriate notice to those certificated employees listed above of the termination of their services because of discontinuances and reductions of particular kinds of services to take effect upon the close of this school year, with these notices being given on or before May 14, 2011, in the manner prescribed in Education Code Section 44949;

BE IT FURTHER RESOLVED that the Superintendent or her designee(s) are authorized to rescind final notices given to any of the above-named employees if, prior to the employee's last working day prior to July 1, 2011, the Superintendent or her designee(s) determines that attrition occurring after the adoption of Resolution Nos. 17, and 22 has created a vacancy in a service that any of the above-named employees is certificated and competent to render, provided that any such rescissions shall be in the order of seniority;

	ER RESOLVED that reemployment rights be afforded in accordance with the when reemployment is offered and to the extent any reemployment rights are applicable enced employees.
	n was adopted by the Governing Board of the Culver City Unified School District on 11 by the following vote:
AYES:	
NOES:	
ABSENT	
I, certify that the foregoing its regular meeting held o	President, Governing Board Culver City Unified School District, Clerk of the Governing Board of the Culver City Unified School District, do Resolution was regularly introduced, passed and adopted by the Governing Board at on April 26, 2011.
	Clerk, Governing Board Culver City Unified School District

14.4b Approval is Recommended for Resolution #28-2010/2011 (HR), Regarding Layoff of Classified Personnel

It is necessary to take action to abolish four classified positions for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employees no less than 45 days prior to the effective date of layoff.

RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #28-2010/2011 (HR), authorizing the elimination of four classified positions.
Moved:	Seconded by:

RESOLUTION #28-2010/2011 (HR), REGARDING LAYOFF OF CLASSIFIED PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following four (4) classified positions be abolished for lack of work and/or lack of funds.

<u>Position</u>	No. Affected	Impact
Account Clerk III (Educational Services) -		
8 hours per day, 12 months per year	1	Eliminate
Instructional Materials Clerk (Secondary IMC)		
8 hours per day, 11 months per year	1	Eliminate
Locksmith – 8 hours per day, 12 months per year	1	Eliminate
Maintenance Heating, Ventilation & Refrigeration Mechanic -		
8 hours per day, 12 months per year	1	Eliminate

BE IT FURTHER RESOLVED by the Governing Board as follows:

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2011, subject to negotiations to the extent required by law.
- 4. That the employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

Adopted by the Governing Board of the Culver City Unified School District on April 26, 2011, by the following vote:

	Clerk, Governing Board of the Culver City Unified School District
ABSENT:	
ABSTAIN:	
NOES:	
AYES:	

14.4c Approval is Recommended for Resolution #29-2010/2011 (HR), Regarding Layoff/Reduction of Classified Personnel

It is necessary to take action to reduce nine classified positions for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employees no less than 45 days prior to the effective date of layoff.

days prior to the effective	date of layoff.
RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #29 2010/2011 (HR), authorizing the reduction of nine classified positions.
Moved:	Seconded by:
Vote:	

RESOLUTION #29-2010/2011 (HR), REGARDING LAYOFF/REDUCTION OF CLASSIFIED PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following nine (9) classified positions be reduced for lack of work and/or lack of funds.

Position	No. Affected	IMPACT
Budget Secretary – 8 hours per day,	2	Reduce to 8 hours per day,
12 months per year		11 months per year
Library Media Clerk I – 7 hours per day,	3	Reduce to 5 hours per day,
10 months per year		10 months per year
Secretary II (Adult School) – 8 hours per day,	1	Reduce to 8 hours per day,
12 months per year		11 months per year
Secretary III – 8 hours per day,	3	Reduce to 8 hours per day,
12 months per year		11 months per year

BE IT FURTHER RESOLVED by the Governing Board as follows:

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2011, subject to negotiations to the extent required by law.
- 4. That the employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

Adopted by the Governing Board of the Culver City Unified School District on April 26, 2011, by the following vote:

AYES:	
NOES:	
ABSTAIN:	·
ABSENT:	

Clerk, Governing Board of the Culver City Unified School District

14.4d <u>Approval is Recommended for Resolution #30-2010/2011 (HR), Regarding Layoff/Reduction of Classified Supervisory Personnel</u>

It is necessary to take action to reduce two classified supervisory positions for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employees no less than 45 days prior to the effective date of layoff.

1755 111111 to may 5 prior to a	in the thirt date of layou.
RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #30-2010/2011 (HR), authorizing the reduction of two classified supervisory positions.
Moved:	Seconded by:
Vote:	

RESOLUTION #30-2010/2011 (HR), REGARDING LAYOFF/REDUCTION OF CLASSIFIED SUPERVISORY PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following two (2) classified supervisory positions be reduced for lack of work and/or lack of funds.

<u>Position</u>	No. Affected	<u>Impact</u>
Food Services Supervisor – 8 hours per day,	1	Reduce to 8 hours per day,
12 months per year		11 months per year
Maintenance Foreman – 8 hours per day,	1	Reduce to 8 hours per day,
12 months per year		11 months per year

BE IT FURTHER RESOLVED by the Governing Board as follows:

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2011.
- 4. That the employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

Adopted by the Governing Board of the Culver City Unified School District on April 26, 2011, by the following vote:

	Clerk, Governing Board of the Culver City Unified School District
ABSENT:	
ABSTAIN:	
NOES:	
AYES:	

14.4e Approval is Recommended for Resolution #31-2010/2011 (HR), Regarding Layoff of Classified Personnel

It is necessary to take action to abolish twenty-two classified positions for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employees no less than 45 days prior to the effective date of layoff.

RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #31 2010/2011 (HR), authorizing the elimination of twenty-two classified positions.	
Moved:	Seconded by:	

RESOLUTION #31-2010/2011 (HR), REGARDING LAYOFF OF CLASSIFIED PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following twenty-two (22) classified positions be abolished for lack of work and/or lack of funds.

Position	No. Affected	IMPACT
Instructional Assistant – 3.5 hours per day, school year	10	Eliminate
Instructional Assistant – 3 hours per day, school year	3	Eliminate
Instructional Assistant – Bilingual		
4 hours per day, school year	1	Eliminate
Instructional Assistant – Bilingual		
3.9 hours per day, school year	3	Eliminate
Instructional Assistant – Bilingual		
3.5 hours per day, school year	3	Eliminate
Instructional Assistant – Bilingual		
3 hours per day, school year	2	Eliminate

BE IT FURTHER RESOLVED by the Governing Board as follows:

4 3 7 12 13

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2011, subject to negotiations to the extent required by law.
- 4. That the employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

Adopted by the Governing Board of the Culver City Unified School District on April 26, 2011, by the following vote:

		Clerk, Governing Board of the Culver City Unified School District
ABSENT:		
ABSTAIN:		
NOES:		
AYES:	· · · · · · · · · · · · · · · · · · ·	

14.4f <u>Approval is Recommended for Resolution #32-2010/2011 (HR), Regarding Layoff of Classified Personnel</u>

It is necessary to take action to abolish one classified position for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employees no less than 45 days prior to the effective date of layoff.

RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #32-2010/2011 (HR), authorizing the elimination of one classified position.
Moved:	Seconded by:

RESOLUTION #32-2010/2011 (HR), REGARDING LAYOFF OF CLASSIFIED PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following one (1) classified position be abolished for lack of work and/or lack of funds.

<u>Position</u>	No. Affected	<u>Impact</u>
Security Guard – 8 hours per day, 11 months per year	1	Eliminate

BE IT FURTHER RESOLVED by the Governing Board as follows:

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2011, subject to negotiations to the extent required by law.
- 4. That the employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

Adopted by the Governing Board of the Culver City Unified School District on April 26, 2011, by the following vote:

		Clerk, Governing Board of the Culver City Unified School District
ABSENT:		
ABSTAIN:	·	
NOES:		
AYES:		

14.4g Approval is Recommended for Resolution #33-2010/2011 (HR), Regarding Layoff/Reduction of Classified Personnel

It is necessary to take action to reduce six classified positions for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employees no less than 45 days prior to the effective date of layoff.

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RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #33-2010/2011 (HR), authorizing the reduction of six classified positions.
Moved:	Seconded by:

RESOLUTION #33-2010/2011 (HR), REGARDING LAYOFF/REDUCTION OF CLASSIFIED PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following six (6) classified positions be reduced for lack of work and/or lack of funds.

Position	No. Affected	<u>IMPACT</u>
Security Guard – 8 hours per day	1	Reduce to 7 hours per day,
10 months per year		school year
Security Guard – 8 hours per day,	1	Reduce to 6.25 hours per day,
10 months per year		school year
Security Guard - 8 hours per day,	2	Reduce to 5.3 hours per day,
10 months per year		school year
Security Guard – 8 hours per day,	2	Reduce to 3.5 hours per day,
10 months per year		school year

BE IT FURTHER RESOLVED by the Governing Board as follows:

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2011, subject to negotiations to the extent required by law.
- 4. That the employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

Adopted by the Governing Board of the Culver City Unified School District on April 26, 2011, by the following vote:

AYES:	
NOES:	·
ABSTAIN:	
ABSENT:	

Clerk, Governing Board of the Culver City Unified School District

15.1 <u>Discussion Regarding Board Goals and Objectives</u>

At the request of Board member Patricia G. Siever, Board members previously had a discussion about compiling the Board's goals and objectives. The Board will review the final draft of the goals and objectives before approval.

CCUSD Board of Trustees' Annual Goals & Objectives 2011-2012

A. BUDGET AND RESOURCE DEVELOPMENT

Explore, strengthen and utilize all potential revenue streams: (i.e. the Athletic Complex; Robert Frost Auditorium; the Natatorium, etc.).

Coordinate District-wide expertise in the writing, acquisition and implementation of Federal, State and private grants.

(Ongoing)

Monitor and adjust budget priorities to maintain fiscal stability in response to the ongoing severe State/Federal education funding cuts.

B. STUDENTS AND STUDENT SUCCESS

Utilize information provided by administrative staff regarding student achievement data and the gap in achievement between various student populations to determine an appropriate course of action for teaching and learning.

Expand options for Career-Technical Education pathways for students in all secondary schools, including the continuation high school and adult school.

C. LEARNING/ACADEMICS

Strengthen the English Language Learner programs using the dynamics of the cohort system (parents, students and teachers), and focus on English Language Learner pedagogies and methodologies.

Provide professional development for faculty and staff such as data analysis, including disaggregating data, Galileo benchmark assessments (K-12), differentiated instruction, small group reading instruction and cognitively guided instruction in math, intervention programs, and the utilization of grade level pacing guides that address standards-based instruction.

D. STAFF / PERSONNEL QUALITY

Acknowledge and recognize, annually, faculty, staff and administrators who have demonstrated their commitment to the welfare of our District and students.

Continue to recruit and retain certificated and classified staff who are committed to the concept that all students can learn.

E. COMMUNITY RELATIONSHIPS/PARTNERSHIPS

Parent Involvement

Invite the parents to a "Meet the Board Day/Evening" where parents would have the opportunity to meet the Board on a congenial and informal basis.

Community Relationships/Partnerships

Continue to strengthen the Board's relationship with the City Council which will allow both bodies to work collaboratively on shared/mutual interests.

Explore and continue to build relationships with Culver City Businesses and the Art Community, to create innovative programs and opportunities (i.e. internships, apprenticeships, etc.) for students who want to pursue vocational/workforce training.

F. SYSTEM (INSTITUTIONAL) EFFECTIVENESS

The Board's Annual Goals and Objectives go into effect (operative) at the beginning of each fiscal year, in July.

Board Goals and Objectives Timeline

<u>April</u>: Board approves the draft of its Annual Board Goals and Objectives for the next (subsequent) fiscal year

May: Board approves its Annual Goals and Objectives for the next (subsequent) fiscal year

June: Board report regarding the progress of the Board's current year's Goals and Objectives

July: The Board's Annual Goals and Objective for the new fiscal year are operative.

15.2 <u>Discussion Regarding Traffic Issues on Elenda Street</u>

The Board will discuss the traffic issues facing the schools along the Elenda corridor, and possible solutions to help alleviate the problems.