

BOARD MEETING NOTICE AND AGENDA

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

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

January 27, 2015

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

PRESENTATIONS AND PUBLIC COMMENTS

Persons wishing to address the Board on any item on the agenda will be granted three (3) minutes at the time the item appears on the agenda. In the case of a non-agenda item, persons are invited to comment under "Public Recognition." In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Prior to addressing the Board, please complete a card (located on the table at the rear entrance) and give the card to the Superintendent's Executive Assistant. Persons addressing the Board are asked to do so from the podium. Please state your name, address, and organization before making your presentation.

1. CALL TO ORDER

The meeting was called to order by _____, at _____ p.m.

Roll Call – Board of Trustees

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

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

- 3.1 Conference with Labor Negotiator (Pursuant to GC §54957.6)
Agency Designated Representatives: Leslie Lockhart, Assistant Superintendent of Human Resources; Mike Reynolds, Assistant Superintendent Business Services; David LaRose, Superintendent
Employee Organizations: Culver City Federation of Teachers (CCFT); Association of Classified Employees (ACE); and Management Association of Culver City Schools (MACCS)
- 3.2 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54957)

- 3.3 Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation (Pursuant to subdivision (b) of GC §54956.9) (2 Potential Cases)
- 3.4 Public Appointment/Employment (Pursuant to GC §54957)
Certificated Personnel Services Report No. 10
Classified Personnel Services Report No. 10

4. **ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 7:00 p.m.**

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

5.2 Flag Salute

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

7. **PUBLIC HEARING - None**

8. **ADOPTION OF AGENDA**

Recommendation is made that the agenda be adopted as submitted.

Motion by _____ Seconded by _____

Vote _____

9. **CONSENT AGENDA**

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

- 9.1 Approval is Recommended for the Minutes of Regular Meeting – January 13, 2015
- 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. 10
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 10
- 9.6 Acceptance of Enrollment Report
- 9.7 Approval is Recommended for CCMS Teacher Kelly Wilcox and CCHS Math Department Chair, Keao Tano to Attend the NCTM 2015 Annual

- Conference in Boston, Massachusetts, April 14-19, 2015
- 9.8 Approval is Recommended for CCMS Counselors Sarah Slemmons, Jeanine Lizotte and Christina Monroy to Attend the American School Counseling Association 2015 Annual Conference in Phoenix, Arizona, June 28-July 1, 2015

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 American Citizenship Awards
10.2 Spotlight on Education – Linwood E. Howe School
10.3 Music Center Art Integration

11. PUBLIC RECOGNITION

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

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

12. INFORMATION ITEMS

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

- 12.1 Environmental Sustainability Committee Presentation
12.2 HplusF Frost DSA Submission Timeline Update
12.3 2013-2014 Audit Report

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

- 1.0 Approval of Construction Project Payments

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

13. RECESS (10 Minutes)

14. **ACTION ITEMS**

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

14.1 Superintendent's Items - None

14.2 Education Services Items

14.2a Approval is Recommended for the contract between S.T.A.R., Inc. and Culver City Unified School District

Motion by _____ Seconded by _____ Vote _____

14.3 Business Items

14.3a Resolution #10/2014-2015 Continued Funding to Support CTE/ROP Programs

Motion by _____ Seconded by _____ Vote _____

14.3b Approval is Recommended for the Ratification for the Filing of the Notice of Completion for Solar Panel Project

Motion by _____ Seconded by _____ Vote _____

14.3c Approval is Recommended for the Agreement with SCI Consulting Group

Motion by _____ Seconded by _____ Vote _____

14.3d Approval is Recommended for the Ratification of Agreement with UCLA

Motion by _____ Seconded by _____ Vote _____

14.3e Approval is Recommended for the Agreement with Christy White Associates to Conduct the Financial and Performance Audits of Measure CC Bond

Motion by _____ Seconded by _____ Vote _____

14.3f Approval is Recommended for the Agreement with Christy White Associates to Conduct Annual Financial Audit of Measure EE Parcel Tax

Motion by _____ Seconded by _____ Vote _____

14.3g Approval is Recommended for the Agreement with Encorp Environmental to Provide Environmental Services

Motion by _____ Seconded by _____ Vote _____

14.4 Personnel Items

14.4a Approval is Recommended for the Ratification to the 2014/2015 Adult School Kids Enrichment Summer Program Schedule

Motion by _____ Seconded by _____ Vote _____

14.4b Approval is Recommended for Resolution #9-2014/2015 (HR) Regarding Variable Term Waiver Request

Motion by _____ Seconded by _____ Vote _____

14.4c Approval is Recommended for the Agreement with Reilly Workplace Investigations

Motion by _____ Seconded by _____ Vote _____

15. BOARD BUSINESS

15.1 Board Self-Evaluation

16. ADJOURNMENT

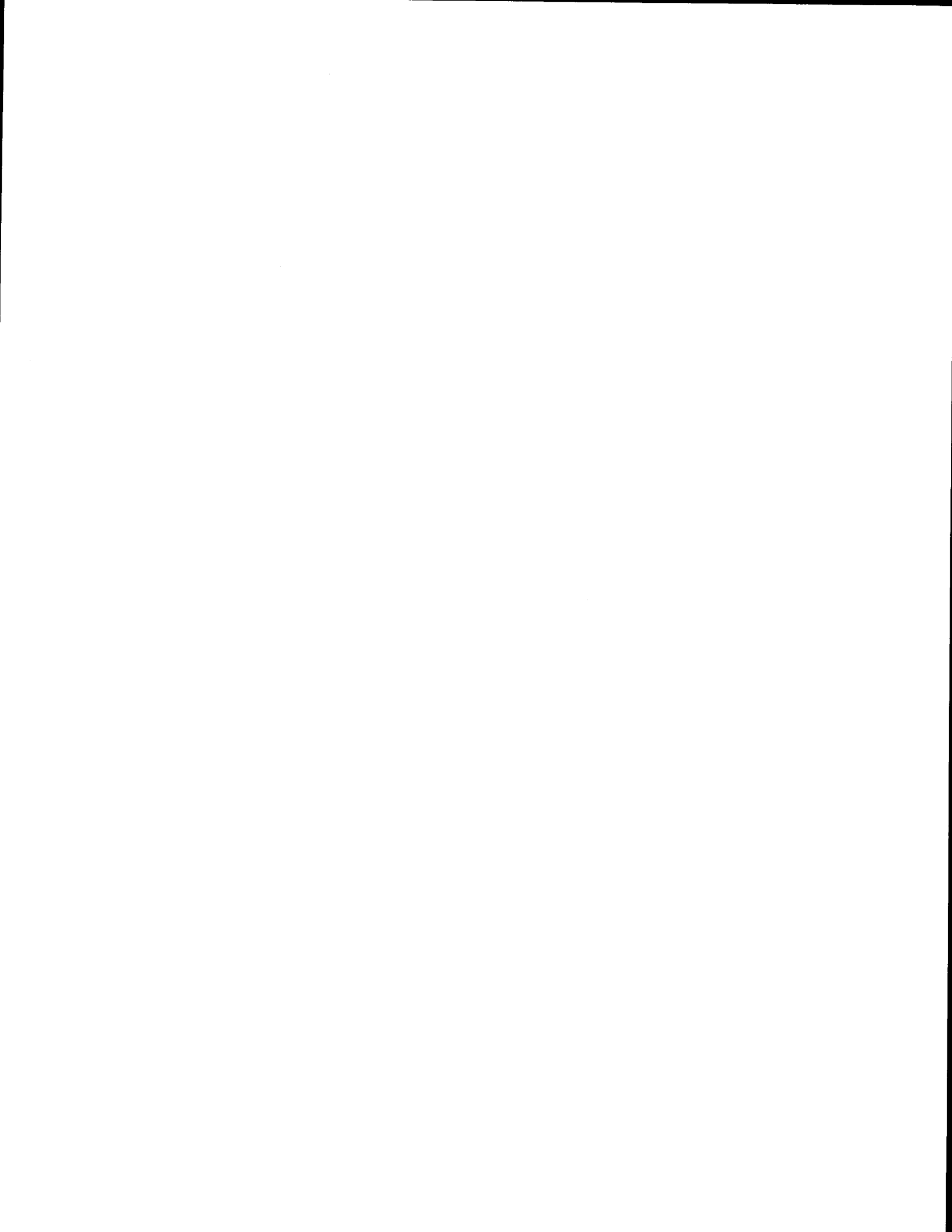
Motion by _____ Seconded by _____ Vote _____

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

FUTURE MEETINGS

February 10 – 7:00 p.m. – Regular Public Meeting (6:00 p.m. Closed Session), District Office, Board Room, 4034 Irving Place
February 24 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, Board Room, 4034 Irving Place

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



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

Meeting:	<u>Regular Meeting</u>	Date:	<u>January 13, 2015</u>
Place:	<u>District Administration Office</u> <u>4034 Irving Place</u> <u>Culver City 90232</u>	Time:	<u>6:00 p.m. – Public Meeting</u> <u>6:01 p.m. – Closed Session</u> <u>7:00 p.m. – Public Meeting</u>

Board Members Present

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

Staff Members Present

David LaRose, Superintendent
Kati Krumpe
Leslie Lockhart
Mike Reynolds

Call to Order

Board President Ms. Goldberg called the meeting of the Culver City Unified School District Board of Education to order at 6:00 p.m. The Board adjourned to Closed Session at 6:01 p.m. and reconvened the public meeting at 7:00 p.m. with all Board members in attendance. Middle School Student Representative Falon Legeaux led the Pledge of Allegiance.

Report from Closed Session

Ms. Goldberg 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. Chardiet that the Board approve the January 13, 2015 agenda as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

9. Consent Agenda

Ms. Goldberg called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. No items were withdrawn from the Board or audience members.

It was moved by Ms. Paspalis and seconded by Ms. Chardiet to approve Consent Agenda Items 9.1 – 9.8 as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

- 9.1 Minutes of Regular Meeting – December 9, 2015
- 9.2 Purchase Orders
- 9.3 Acceptance of Gifts – Donations
- 9.4 Certificated Personnel Reports No. 9
- 9.5 Classified Personnel Reports No. 9
- 9.6 Culver City High School Robotics Team Overnight Field Trips
- 9.7 Williams Quarterly Report on Uniform Complaints
- 9.8 Overnight Field Trip to Idyllwild, California

10. Awards, Recognitions and Presentations

10.1 Culver City Education Foundation - Building Blocks

Leslie Adler, Executive Director of the Culver City Education foundation gave an explanation of what a Building Block represents. She announced that the recipient of this evening's honor is Liz McGlinchey who is retiring from the District after eighteen years. She worked throughout the District but has held her most recent position for seven years as the Executive Assistant to the Assistant Superintendent of Educational Services before retiring.

Mrs. McGlinchey thanked the donors, accepted her certificate for the Building Block, and took pictures with the donors who were her co-workers in the Educational Services Department.

10.2 Smarter Balanced Assessment Consortium (SBAC) Testing Update

Dr. Kati Krumpe, Assistant Superintendent of Educational Services presented a Power Point update on SBAC. She spoke about the California Assessment of Student Performance and Progress (CAASPP) System for 2014-2015 and gave detailed which test would cover what topics, such as the Smarter Balance will cover ELA and math and the California Standardized Test (CST) would cover Science for grades five, eight and ten. Discussion ensued about testing in the second grade and what is entailed in designing your own assessments. Dr. Krumpe also spoke about the level of achievement a student needs to be ready to enroll and succeed, without remediation, in credit-bearing first year post-secondary courses. Ms. Robins inquired about how the higher education community is involved in these changes. Dr. Krumpe stated that the higher education community is interested in the number of students with remedial scores. George Laase asked about what devices the students took their tests on. Dr. Krumpe informed him that the students used Chrome books. Mr. Laase also thinks it is great that the higher education institutes are taking an interest in the remediation figures. Dr. Krumpe ended her presentation showing the national K-12 testing landscape that depicted what testing assessments were being used around the country.

11. Public Recognition

11.2 Assistant Superintendent's Report

Since Dr. Krumpe was at the podium, she remained to give her report. She decided to give her report time to Mr. David Ross who had a video showing students engaging in the Hour of Code program which was using technology to produce computer codes. Through the codes they were making games.

11.1 Superintendent's Report

Mr. LaRose reported complimented the Board on their participation at the Annual CSBA Education Conference which took place in San Francisco this year. He shared information on a break-out session that he attended that had information about CIF. One of the topics discussed was Board member participation with the CIF. Further discussion ensued. Dr. Levin nominated Ms. Paspalis to be appointed as a Board representative to the CIF. Ms. Paspalis accepted. Mr. LaRose spoke about the Keynote Speaker at the CSBA Conference and shared some of the Speaker's comments. Mr. LaRose reported that on January 20th the all District staff will participate in emergency preparedness training. He thanked Ted Ronchetti, Security Supervisor, for all of his hard work and leadership in getting the District prepared. Next Friday is the next US Meeting at 9:30 a.m. in the Multi-Purpose Room at CCMS. Mr. LaRose reported on his attendance at the launce of the Sailing to Success College and Career Program at Linwood Howe Elementary. He spoke about how the program is leading the school in a new direction with a focus on preparing our students for college and career, and how Principal Kim Indelicato, and District staff and parents LaShon Rayford and Rebecca Williams went to a conference and came back with this incredible vision for the school. He commended them on making the vision come to fruition. Mr. LaRose announced that the Middle School was redesignated as a School to Watch and we are very proud of them.

11.2 Assistant Superintendents' Reports

Mrs. Lockhart announced that the Teacher of the Year and Classified Employee of the Year committee are revising how they nominate employees. She explained that each site will make a nomination for both categories and at the Education Foundation's annual fundraising event the final person will be chosen and both winners will be able to attend the County's Awards Luncheon. Mrs. Lockhart also announced that MACCS employees may be able to also get recognized. She then spoke about Dave Mielke and Mr. LaRose's attendance at the CFT Convention and how much of a positive impact the partnership has had on the District as a whole.

Mr. Reynolds provided a detailed update on the capital improvements. He also introduced members of the new Project Management Team from Harris and Associates. He reported that CBOC met for the first time and David Casnocha provided detailed information on the new members' roles and responsibilities. Mr. Reynolds provided the Board with information on Governor Brown's projected budget.

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

Falon Legeaux, Culver City Middle School Student Representative, reported on activities at Culver City Middle School, including the Pennies for Patients fundraiser for lymphoma and leukemia; the Valentine's Day Festival which will have games, prizes, and raffles; the PAWS Awards; the students getting excited about getting their green bins for recycling; and ASB being excited about getting their school hats/beanies in and they will now be on sale.

Culver Park Student Representative

Ya'Elle Wright, Culver Park High School Student Representative, reported on activities at Culver Park High School, including the students working really hard on recovering their credits; an emergency drill; enrichment opportunities; the students raising funds for beautification efforts and trying to turn the school into a "park-like" setting since the name is Culver Park. Miss Wright also announced that the school will be changing their mascot from an angry hornet to a wolf.

Culver City High School Student Representative/Student Board Member

Mia Mavro, who was substituting for Student Board Member Natalia Saucedo, reported on activities at Culver City High School. She read Miss Saucedo's report which stated that the extended Library hours have been met with great enthusiasm and many students have been participating in utilizing the new hours during this trial period. Miss Saucedo also requested an extension of hours at the Tech Center. She stated that with the closure of Julian Dixon Library, it was perfect timing to have the school library open longer.

11.4 Members of the Audience

There were no comments from the audience.

11.5 Members of the Board

Board Members spoke about:

- Dr. Levin reported on his attendance at the CBAC meeting and said that they were doing great work. He reported on his attendance at the Middle School Choir Concert, and the Project Management Firm interviews. Dr. Levin stated that there were a lot of great firms but he thinks that we have chosen the best. He also mentored the Culver City High Robotics Club but joked that they were so good he almost did not feel needed. Dr. Levin reported on his attendance at the CSBA Conference and stated that the American Geo Physicists Conference was happening at the same time and how much he enjoyed both. He shared information from a session he attended at the CSBA Conference that spoke about parent and community involvement, and how there is a lot of professional development in the community. He stated that at the AGP Conference there were a lot of Scientists and others that would like to volunteer in the schools. This could be another way of getting community involvement.
- Ms. Robins reported on her attendance at the La Ballona Holiday show which was delightful. She thoroughly enjoyed the High School's program also. Ms. Robins also attended the CSBA Conference and stated that she was interested in hearing Amanda Ripley speak. Ms. Robins shared that Ms. Ripley's approach is to talk to students that are studying in other countries and see how it effects and shapes their learning, and the differences from the United States. She shared some of the findings by Ms. Ripley. Ms. Robins attended the CCEF meeting and was very happy about the fact that the nomination process was changing for the Teacher and Classified Employee of the year. She stated that we have so many great staff members that it is nice to open up the nomination process. Ms. Robins was asked to see if someone would appear on Jan. 24, 2015 at the California Budget Priorities Forum. She said that she would be happy to attend and speak on behalf of the Board if the Board is in agreement. The Board agreed.
- Ms. Paspalis also commented on Amanda Ripley's speech. A part of her speech that remained with Ms. Paspalis is her statement that failure does not mean you are dumb, it just means that you need to figure out what needs to be done differently. Ms. Paspalis shared the notes that she took at this particular break-out session. She stated that the project management firm selection process went very well. She looks

forward to hearing from the team. Ms. Paspalis also stated that the AVPA program at Robert Frost was really fun and creative.

- Ms. Chardiet stated that the CSBA Conference was wonderful; the Big Show was great; and she likes the changes in the Board Room décor. She commented on the Governor's budget and stated that the Adult School educators were happy to see some stability coming. The Board should be aware that there is going to be a seven person consortium that will decide where the funding will go. Ms. Chardiet informed the Board and audience about a survey regarding teacher's tenure.
- Ms. Goldberg reported on her attendance at the wonderful AVPA performance and she stated she hopes everyone has a great holiday.

13. Recess

The Board recessed at 8:30 p.m. and reconvened at 8:35 p.m.

12. Information Items

12.1 Introduction of Program Management Team

Members of the new Program Management Team from Harris and Associates introduced themselves and provided a brief history on the company and their accomplishments. They also explained what each person's role is within the company and how they would be assisting the District.

RECESS THE REGULAR MEETING OF THE BOARD OF EDUCATION AND CONVENE THE MEETING OF CULVER CITY SCHOOL FACILITIES FINANCING AUTHORITY (CCSFFA)

Ms. Goldberg recessed the Regular Meeting at 8:55 p.m. and opened the meeting of the Culver City School Facilities Financing Authority.

1.0 Approval of Construction Project Payments

It was moved by Ms. Chardiet and seconded by Ms. Robins that the Board of Directors of Culver City School Facilities Financing Authority approve payment to Balfour Beatty Company as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

Ms. Goldberg adjourned the Meeting of the Culver City School Facilities Financing Authority at 8:56 p.m. and re-opened the Regular Meeting of the Board of Education.

14. Action Items

14.1 Superintendent's Items - None

14.2 Education Services Items

14.2a Approval is Recommended for the Stipulated Expulsion of School and Family Support Services Case #03-14-15

It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve the Stipulated Expulsion of School and Family Support Services Case #93014015 as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3 Business Items

14.3a Approval is Recommended for the Agreement with Harris and Associates

It was moved by Ms. Paspalis and seconded by Ms. Robins that the Board approve the Agreement with Harris and Associates as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3b Approval is Recommended for the Proposal with Alliant Consulting

It was moved by Ms. Chardiet and seconded by Ms. Robins that the Board approve the Proposal with Alliant Consulting as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3c Approval is Recommended for the EPA Bus Replacement Grant

It was moved by M. Chardiet and seconded by Ms. Paspalis that the Board approve the EPA Bus Replacement Grant as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3d Approval is Recommended for the AB1200 Public Disclosures – Financial Impact of 2014-2015 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT)

George Laase stated that this looks like it is an emergency move since it is for half of the year. He also had an inquiry on the percentage of the raises since it was the second raise. Mr. Reynolds explained the percentage to Mr. Laase and stated that it would not have an effect on the District. Mr. LaRose wanted to comment and the Agreement and spoke about the salaries since he has been Superintendent in the District. It was moved by Dr. Levin and seconded by Ms. Robins that the Board approve the AB1200 Public Disclosures -Financial Impact of 2014-2015 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT) as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3e Approval is Recommended for the AB1200 Public Disclosure – Financial Impact of 2014-2015 Agreement Between Culver City Unified School District (CCUSD) and Association of Classified Employees (ACE)

It was moved by Ms. Chardiet and seconded by Dr. Levin that the Board approve the AB1200 Public Disclosure – Financial Impact of 2014-2015 Agreement Between Culver City Unified School District (CCUSD) and Association of Classified Employees as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3f Approval is Recommended for the AB1200 Public Disclosure - Financial Impact of 2014-2015 Agreement Between Culver City Unified School District (CCUSD) and Management Association of Culver City Schools (MACCS)

It was moved by Ms. Chardiet and seconded by Ms. Paspalis that the Board approve the AB1200 Public Disclosure Financial Impact of 2014-2014 Agreement Between Culver City Unified School District (CCUSD) and Management Association of Culver City Schools (MACCS) as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3g Approval is Recommended for Mileage Reimbursement Amount for School Business Travel

It was moved by Ms. Paspalis and seconded by Ms. Robins that the Board approve the Mileage Reimbursement Amount for School Business Travel as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4 Personnel Items**14.4a Approval is Recommended for the Agreement Between the Culver City Unified School District (CCUSD) and the Culver City Federation of Teachers (CCFT) Regarding Mid-Year Compensation for 2014-2015**

It was moved by Ms. Paspalis and seconded by Ms. Chardiet that the Board approve the Agreement Between the Culver City Unified School District (CCUSD) and the Culver City Federation of Teachers (CCFT) Regarding Mid-Year Compensation for 2014-2015 as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4b Approval is Recommended for the 2014-2015 Certificated Mid-Year Salary Schedule

It was moved by Dr. Levin and seconded by Ms. Paspalis that the Board approve the 2014-2015 Certificated Mid-Year Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4c Approval is Recommended for the Agreement Between the Culver City Unified School District (CCUSD) and the Association of Classified Employees (ACE) Regarding Mid-Year Compensation for 2014-2015

It was moved by Ms. Robins and seconded by Ms. Paspalis that the Board approve the Culver City Unified School District (CCUSD) and the Association of Classified Employees (ACE) Regarding Mid-Year Compensation for 2014-2015 as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4d Approval is Recommended for the 2014-2015 Classified Mid-Year Salary Schedule

It was moved by Ms. Chardiet and seconded by Dr. Levin that the Board approve the 2014-2015 Classified Mid-Year Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4e Approval is Recommended for the Agreement Between Culver City Unified School District (CCUSD) and the Management Association of Culver City Schools (MACCS) Regarding Mid-Year Compensation for 2014/2015

It was moved by Ms. Paspalis and seconded by Ms. Chardiet that the Board approve the Agreement Between Culver City Unified School District (CCUSD) and the Management Association of Culver City Schools (MACCS) Regarding Mid-Year Compensation for 2014/2015 as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4f Approval is Recommended for the 2014/2015 MACCS Mid-Year Salary Schedules

It was moved by Ms. Chardiet and seconded by Dr. Levin that the Board approve the 2014/2015 MACCS Mid-Year Salary Schedules as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4g Approval is Recommended for the 2014/2015 Adult School Unrepresented Teacher Mid-Year Salary Schedules

It was moved by Ms. Chardiet and seconded by Ms. Paspalis that the Board approve the 2014/2015 Adult School Unrepresented Teacher Mid-Year Salary Schedules as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4h Approval is Recommended for the 2014/2015 Substitute Teacher Mid-Year Salary Schedule

It was moved by Ms. Chardiet and seconded by Ms. Robins that the Board approve the 2014/2015 Substitute Teacher Mid-Year Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4i Approval is Recommended for the 2014/2015 Classified Substitute and Classified Temporary Mid-Year Schedules

It was moved by Ms. Chardiet and seconded by Dr. Levin that the Board approve the 2014/2015 Classified Substitute and Classified Temporary Mid-Year Schedules as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4j Approval is Recommended to Increase Monthly Compensation for Board Members

Mr. Laase, who originally had a speaker card, stated that he did not want to comment since he felt that his last question was not answered. Ms. Paspalis and Ms. Chardiet stated their reasons for why they felt the Board was due for an increase in compensation. Ms. Chardiet stated that there are expenses in serving as a Board member.

It was moved by Ms. Paspalis and seconded by Ms. Chardiet that the Board approve the Increase of Monthly Compensation for Board Members. The motion was approved with a vote of 4 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, and Ms. Paspalis; and 1 – Nay from Ms. Robins.

15. Board Business

15.1 Board Self-Evaluation

Dr. Levin read aloud the self-evaluation and the ratings which most were at a five rating.

Adjournment

There being no further business, it was moved by Ms. Chardiet, seconded by Ms. Paspalis and unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays to adjourn the meeting. Board President Ms. Goldberg adjourned the meeting at 9:30 p.m.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

BOARD REPORT

1/27/15

9.2

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 January 4, 2015 through January 17, 2015 is \$665,583.36. Warrants issued for the period November 26, 2014 through January 15, 2015 total \$11,575,360.70. This includes \$3,636,915.00 in commercial warrants, and \$7,938,445.70 in payroll warrants.

BUDGET NUMBER LEGEND FOR FUNDS

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

RECOMMENDED MOTION: That purchase orders from January 4, 2015 through January 17, 2015 in the amount of \$665,583.36 and warrants for November 26, 2014 through January 15, 2015 in the amount of \$11,575,360.70 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

Board List Purchase Order Report

CULVER CITY UNIFIED SD

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Purchase Orders/Buyouts To The Board for Ratification From : 1/4/2015 To 1/17/2015

Change

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
01/15/15	63262M	A		01/15/2015	ONE STOP ROOTER & PLUMBING	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	14-15		1,000.00	
						01/15/2015	63262M		ONE STOP ROOTER & PLUMBING							1,000.00	
01/05/15	63270M	A		01/05/2015	PACIFIC COACHWAYS	TRANSPORTATION SUPP/EQUIP/SERV	Operations	01.0	00000.0	00000	36000	5871	0005041	14-15		1,189.50	
						01/05/2015	63270M		PACIFIC COACHWAYS CHARTER SERVICES							1,189.50	
01/05/15	63271M	A		01/05/2015	TOURCOACH CHARTER & TOURS	TRANSPORTATION SUPP/EQUIP/SERV	Operations	01.0	00000.0	00000	36000	5871	0005041	14-15		551.38	
						01/05/2015	63271M		TOURCOACH CHARTER & TOURS							551.38	
01/15/15	63272M	A		01/15/2015	R TURNER ASSOCIATES LLC	JANITORIAL SUPP/EQUIP	Custodians	01.0	00000.0	00000	82000	4380	0005042	14-15		1,618.85	
						01/15/2015	63272M		R TURNER ASSOCIATES LLC							1,618.85	
01/15/15	63274M	A		01/15/2015	AIR-EX AIR CONDITIONING, INC.	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	14-15		1,074.88	
						01/15/2015	63274M		AIR-EX AIR CONDITIONING, INC.							1,074.88	
01/15/15	63275M	A		01/15/2015	INTERFACE AMERICAS	CARPETS	Maintenance	01.0	81500.0	00000	81100	4380	0005040	14-15		2,839.24	
						01/15/2015	63275M		INTERFACE AMERICAS							2,839.24	
01/15/15	63276M	A		01/15/2015	ENCORP	CONTRACT SERVICES RENDERED	Maintenance	01.0	81500.0	00000	81100	5890	0005040	14-15		2,100.00	
						01/15/2015	63276M		ENCORP							2,100.00	
01/15/15	63277M	A		01/15/2015	RUSSELL SIGLER INC.	MAINTENANCE SUPP/EQUIP	Maintenance	01.0	81500.0	00000	81100	4380	0005040	14-15		307.02	
						01/15/2015	63277M		RUSSELL SIGLER INC.							307.02	
01/15/15	63278M	A		01/15/2015	ONE STOP ROOTER & PLUMBING	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	14-15		1,000.00	
						01/15/2015	63278M		ONE STOP ROOTER & PLUMBING							1,000.00	

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

* Prior Year Payments

Board List Purchase Order Report

CULVER CITY UNIFIED SD

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1/4/2015 To 1/17/2015

Report ID: LAPO009C
 District: 64444

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
01/15/15	63279M	A		01/15/2015	SADDLEBACK GOLF CARS	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	14-15		255.90	
						01/15/2015	63279M	SADDLEBACK GOLF CARS								255.90	
01/14/15	63400AA	A		01/14/2015	GE CAPITAL	EQUIPMENT RENTAL/LEASE	Human Resources	01.0	00000.0	00000	74000	5630	0003000	14-15		2,237.76	
						01/14/2015	63400AA	GE CAPITAL								2,237.76	
01/07/15	64336	C		01/07/2015	DEPARTMENT OF TOXIC SUBSTANCES	CONTRACT SERVICES RENDERED	High School	01.0	00000.0	00000	27000	5810	4010001	14-15		265.00	
						01/07/2015	64336	DEPARTMENT OF TOXIC SUBSTANCES CONTROL								265.00	
01/05/15	64337	C		01/05/2015	CAPTURE MARKETING	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	00000.0	16002	10000	4310	3010000	14-15		1,590.00	
						01/05/2015	64337	CAPTURE MARKETING RESOURCES GROUP								1,590.00	
01/05/15	64338	C		01/05/2015	CAPTURE MARKETING	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	00000.0	16002	10000	4310	3010000	14-15		20.00	
						01/05/2015	64338	CAPTURE MARKETING RESOURCES GROUP								20.00	
01/07/15	64346	A		01/07/2015	IMPACT PUBLICATIONS	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	65200.0	57700	11960	4320	4010000	14-15		1,814.00	
						01/07/2015	64346	IMPACT PUBLICATIONS								1,814.00	
01/07/15	64348	A		01/07/2015	ALPHA INNOVATION THROUGH	CONTRACTED SERVICES	Special Projects	01.0	30100.0	11100	10000	5810	0004030	14-15		1,941.57	
						01/07/2015	64348	ALPHA INNOVATION THROUGH EDUCATION								1,941.57	
01/07/15	64355	A		01/07/2015	BASIC EDUCATIONAL SERVICES TEAM,	CONTRACTED SERVICES	Special Projects	01.0	30100.0	11100	10000	5810	0004030	14-15		3,235.95	
						01/07/2015	64355	BASIC EDUCATIONAL SERVICES TEAM, INC.								3,235.95	
01/08/15	64363	C		01/08/2015	LOS ANGELES BASS WORKS	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	00000.0	11100	10000	4310	0004030	14-15		399.09	
						01/08/2015	64363	LOS ANGELES BASS WORKS								399.09	

Stat: P=Pending, A=Active, C=Completed, X=Canceled * Prior Year Payments

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Report ID: LAPO009C

District: 64444

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
01/07/15	64365	C		01/07/2015	THE GALLERY COLLECTION	OFFICE SUPPLIES	Human Resources 64365	01.0	00000.0	00000	74000	4350	0003000	14-15	71.02	
						01/07/2015										71.02
01/14/15	64366	A		01/14/2015	NATIONAL ASSOCIATION OF	ADVERTISING	Human Resources 64366	01.0	00000.0	00000	74000	5830	0003000	14-15	200.00	
						01/14/2015										200.00
01/07/15	64368	A		01/07/2015	AMERICAN FLOOR MATS	JANITORIAL SUPP/EQUIP	Culver City Middle School 64368	01.0	00000.0	00000	27000	4350	3010001	14-15	668.69	
						01/07/2015										668.69
01/08/15	64369	A		01/08/2015	PROFESSIONAL TUTORS OF	CONTRACTED SERVICES	Special Projects 64369	01.0	30100.0	11100	10000	5810	0004030	14-15	6,471.90	
						01/08/2015										6,471.90
01/08/15	64370	A		01/08/2015	ALPHA LEARNING CENTERS	CONTRACTED SERVICES	Special Projects 64370	01.0	30100.0	11100	10000	5810	0004030	14-15	6,471.90	
						01/08/2015										6,471.90
01/07/15	64371	A		01/07/2015	TOTAL EDUCATION SOLUTIONS	CONTRACTED SERVICES	Special Projects 64371	01.0	30100.0	11100	10000	5810	0004030	14-15	3,883.14	
						01/07/2015										3,883.14
01/07/15	64373	A		01/07/2015	FOLD-A-GOAL - D. HAUPTMAN CO., INC.	ATHLETIC SUPP/EQUIP	Culver City High School 64373	01.0	00000.0	15000	10000	4400	4010000	14-15	3,823.75	
						01/07/2015										3,823.75
01/08/15	64378	A		01/08/2015	ACADEMIC GOALS, INC.	CONTRACTED SERVICES	Special Projects 64378	01.0	30100.0	11100	10000	5810	0004030	14-15	16,826.94	
						01/08/2015										16,826.94
01/08/15	64380	A		01/08/2015	A TREE OF KNOWLEDGE	CONTRACTED SERVICES	Special Projects 64380	01.0	30100.0	11100	10000	5810	0004030	14-15	3,883.14	
						01/08/2015										3,883.14

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

* Prior Year Payments

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District: 64444

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
01/07/15	64381	A		01/07/2015	ETS EDUCATIONAL AND TUTORIAL	CONTRACTED SERVICES 01/07/2015	64381	01.0	30100.0	11100	10000	5810	0004030	14-15		4,530.33	4,530.33
01/14/15	64384	A		01/14/2015	AMAZON.COM	INSTRUCTIONAL SUPPLIES 01/14/2015	64384	01.0	00000.0	11100	10000	4310	2020001	14-15		141.89	141.89
01/14/15	64385	A		01/14/2015	LACOE/MAS UNIT	INSTRUCTIONAL SUPPLIES 01/14/2015	64385	01.0	42030.0	00000	21000	4310	0004030	14-15		1,095.00	1,095.00
01/08/15	64387	A		01/08/2015	CDW-G	COMPUTER SUPP/EQUIP 01/08/2015	64387	01.0	90126.0	11100	10000	4410	3010000	14-15		616.82	616.82
01/08/15	64389	A		01/08/2015	DISCOUNT RUBBER STAMPS	INSTRUCTIONAL SUPPLIES 01/08/2015	64389	01.0	02222.0	11100	10000	4310	3010000	14-15		72.32	72.32
01/09/15	64390	A		01/09/2015	NASCO MODESTO	INSTRUCTIONAL SUPPLIES 01/09/2015	64390	01.0	07395.0	32000	10000	4310	5010000	14-15		305.62	305.62
01/08/15	64391	A		01/08/2015	SANTILLANA USA PUBLISHING CO.,	BOOKS 01/08/2015	64391	01.0	00000.0	11100	10000	4230	3010000	14-15		3,837.63	3,837.63
01/07/15	64396	A		01/07/2015	EMPIRE FLOOR MACHINE	JANITORIAL SUPP/EQUIP 01/07/2015	64396	01.0	00000.0	00000	82002	4400	2020000	14-15		1,454.17	1,454.17
01/08/15	64397	A		01/08/2015	TERRA FIRMA ENTERPRISES	REPAIRS - OTHER 01/08/2015	64397	01.0	00000.0	00000	83000	5630	0001050	14-15		3,000.00	3,000.00

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

* Prior Year Payments

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CULVER CITY UNIFIED SD

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Report ID: LAPO009C

District: 64444

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

Change

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
01/09/15	64398	C		01/09/2015	MELROSEMAC, INC.	REPAIRS - OFFICE EQUIPMENT	64398	01.0	00000.0	00000	77000	5630	0005020	14-15		50.00	
					MELROSEMAC, INC.												50.00
01/09/15	64399	C		01/09/2015	CBS ADVERTISING DISTRIBUTORS, LLC	ADVERTISING	64399	01.0	00000.0	00000	71000	5830	0001000	14-15		855.00	
					CBS ADVERTISING DISTRIBUTORS, LLC												855.00
01/09/15	64400	C		01/09/2015	CUE	CONFERENCE AND TRAVEL	64400	01.0	40350.0	00000	21000	5220	0004030	14-15		270.00	
					CUE												270.00
01/09/15	64401	C		01/09/2015	THE SAGUARO PALM SPRINGS	HOTELS	64401	01.0	40350.0	00000	21000	5220	0004030	14-15		511.86	
					THE SAGUARO PALM SPRINGS												511.86
01/09/15	64402	C		01/09/2015	PARVIZ PRINTING COMPANY, INC.	ADVERTISING	64402	01.0	90146.0	00000	00000	5830	0000000	14-15		660.10	
					PARVIZ PRINTING COMPANY, INC.												660.10
01/09/15	64403	C		01/09/2015	TEACHERS DEVELOPMENT	CONFERENCE AND TRAVEL	64403	01.0	07395.0	11100	10000	5220	2020000	14-15		2,065.00	
					TEACHERS DEVELOPMENT												2,065.00
01/15/15	64405	A		01/15/2015	HILLYARD	JANITORIAL SUPPLIEQUIP	64405	01.0	00000.0	00000	82002	4370	0005042	14-15		4,000.00	
					HILLYARD												4,000.00
01/15/15	64407	A		01/15/2015	AMERICAN/FOOTHILL PUBLISHING CO.	ADVERTISING	64407	01.0	00000.0	00000	71000	5830	0001000	14-15		3,312.00	
					AMERICAN/FOOTHILL PUBLISHING CO.												3,312.00
01/15/15	64411	A		01/15/2015	CULVER CITY CHAMBER OF	MEMBERSHIPS	64411	01.0	00000.0	00000	71000	5310	0001000	14-15		325.00	
					CULVER CITY CHAMBER OF												325.00

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

* Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

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1/4/2015 To 1/17/2015

Report ID: **LAPO009C**
 District: **64444**

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Change	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
01/15/15	64412	A		01/15/2015	DELL COMPUTER CORP.		COMPUTER SUPP/EQUIP 01/15/2015	Undistributed Se1pa 64412	01.7	65003.0	50500	22000	4410	0000000	14-15	853.24	853.24
01/15/15	64414	A		01/15/2015	SOCAL OFFICE TECHNOLOGIES A		INSTRUCTIONAL SUPPLIES 01/15/2015	Fairgut 64414	01.0	00000.0	11100	10000	4310	2050001	14-15	231.19	231.19
01/15/15	64415	A		01/15/2015	LAKESHORE		INSTRUCTIONAL SUPPLIES 01/15/2015	Fairgut Elementary 64415	01.0	00000.0	16006	10000	4410	2050000	14-15	624.06	624.06
01/15/15	64416	A		01/16/2015	MICHELE HELBOCK		TRANSPORTATION SUPP/EQUIP/SERV 01/15/2015	Special Education 64416	01.0	33100.0	57500	39000	5890	0004040	14-15	708.51	708.51
01/15/15	64417	A		01/15/2015	TRANG V. NGUYEN, O.D., F.A.A.O.		CONTRACT SERVICES RENDERED 01/15/2015	Special Education 64417	01.0	65000.0	57700	31600	5850	0004040	14-15	440.00	440.00
01/06/15	64743	A		01/06/2015	MICHAEL TODD McRAE		CONTRACTED SERVICES 01/06/2015	Undistributed Se1pa 64743	01.7	33270.0	50500	22000	5850	0000000	14-15	4,000.00	4,000.00
01/06/15	64744A	A		01/08/2015	LISA FLECK-SMITH		CONTRACTED SERVICES 01/06/2015	Special Education 64744A	01.0	65000.0	50010	27000	5850	0004040	14-15	10,000.00	10,000.00
01/08/15	64774	A		01/08/2015	HILLSIDE EDUCATION CENTER		NONPUBLIC SCHOOLS SERVICE 01/08/2015	Special Education 64774	01.0	65000.0	57500	11800	5880	0004040	14-15	92,279.00	92,279.00
01/08/15	64775	A		01/08/2015	AUTISM SPECTRUM THERAPIES, INC.		NONPUBLIC SCHOOLS SERVICE 01/08/2015	Special Education 64775	01.0	65000.0	57500	11800	5880	0004040	14-15	354,211.00	354,211.00

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

* Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

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WEEKLY

Report ID: LAPO009C
 District: 64444
 Purchase Orders/Buyouts To The Board for Ratification From: 1/4/2015 To 1/17/2015
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prij	Goal	Funct	Obj	Sch/Loc	BP	Distrib
01/14/15	64776	A		01/14/2015	THERAPY WEST, INC.	NONPUBLIC SCHOOLS SERVICE 01/14/2015	Special Education 64776	01.0	65000.0	57500	11800	5880	0004040	14-15	109,393.00
THERAPY WEST, INC.															
109,393.00															

Total by District : 64444 665,583.36 665,583.36

End of Report LAPO009C

NONPUBLIC SCHOOLS:

CURRENT PERIOD: \$555,883.00
 APPROVED YTD: \$2,092,122.00

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

COMMERCIAL WARRANTS

NOVEMBER 26, 2014 - JANUARY 15, 2015	\$	3,636,915.00
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PAYROLL WARRANTS

NOVEMBER 26, 2014 - JANUARY 15, 2015	\$	7,938,445.70
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TOTAL:	\$	<u>11,575,360.70</u>
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BOARD REPORT

1/27/15

9.3

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>
La Ballona School	Marissa Krupat 30 pairs of shoes Jennifer Slabbinck Refrigerator for staff lounge
Linwood E. Howe School	PPG Industries Foundation \$1,000.00 for classroom supplies for Jamie Lui PPG Industries Foundation \$1,000.00 for classroom supplies for Lili Glassman

RECOMMENDED MOTION:

That the Board accept with appreciation the gifts listed.

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.4

Financial Implication for Certificated Services Report No. 10

Total Fiscal Impact per Funding Source:

ADA	\$	4,128.00
BTSA	\$	236.04
CCEF	\$	1,153.50
Doanation Fund	\$	300.00
Fee Based	\$	5,911.92
General Fund	\$	128,422.95
LACOROP-CTE	\$	71,253.53
LCFF	\$	384.50
Panther Partners	\$	3,498.95

BOARD REPORT

9.4 Certificated Personnel Services Report No. 10

I. Authorization and Ratification of Employment

A. Interim Assistant Principal – High School, Activities, Discipline & Attendance
Effective January 21, 2015 through June 30, 2015
Funding Source: General Fund
Total Cost: \$48,785.07

1. Tarvyd, Katherine

B. Administrative Support to Assistant Principals – High School
Effective January 12, 2015 through June 30, 2015 at \$519.89 per diem, not to exceed
4 days per week as needed
Funding Source: General Fund
Total Cost: \$40,173.00

1. Chapman, Jonathan

C. Regional Occupational Program Instructor – High School, Spring 2015
Effective January 20, 2015 through June 12, 2015 at \$40.60 per hour, not to exceed 660 hours
Funding Source: LACOROP-CTE
Total Cost: \$26,796.00

1. Kurnarsky, Larry

D. Regional Occupational Program Instructor – High School, Spring 2015
Effective January 20, 2015 through June 12, 2015 at \$40.60 per hour, not to exceed 475 hours
Funding Source: LACOROP-CTE
Total Cost: \$19,285.00

1. Sunwaye, Lisa

E. Regional Occupational Program Instructor – High School, Spring 2015
Effective January 20, 2015 through June 12, 2015 at \$40.60 per hour, not to exceed 620 hours
Funding Source: LACOROP-CTE
Total Cost: \$25,172.00

1. White, Marcos

BOARD REPORT

9.4 Certificated Personnel Services Report No. 10 – Page 2

I. Authorization and Ratification of Employment – Continued

F. Additional 20% Assignment – High School, Extra Period
Effective January 21, 2015 through June 12, 2015 at additional 20% of current rate of pay
Funding Source: General Fund
Total Cost: \$38,864.88

1.	Long, Raymond	Social Studies Section	\$76.98 per day
2.	Minguet, William	Social Studies Section	\$90.86 per day
3.	Salter, Thomas	Physical Education Section	\$82.85 per day
4.	Simons, Margaret	Science Section	\$87.35 per day
5.	Varlotta, Kathryn	Language Arts Section	\$96.13 per day

G. Fee Based Teachers – Adult School Winter Program
Effective January 6, 2015 through March 20, 2015 at \$38.64 per hour, not to exceed stated hours per week per teacher
Funding Source: Fee Based
Total Cost: \$3,400.32

1.	Albert, Deborah	Sewing	3 hours per week
2.	Sikorski, Patricia	Music	5 hours per week

H. Fee Based Teacher – Adult School, Tennis Winter Program
Effective January 10, 2015 through March 20, 2015 at \$38.64 per hour, not to exceed 4 hours per week
Funding Source: Fee Based
Total Cost: \$1,545.60

1. Ramirez, Vincent

I. Fee Based Teacher – Adult School, Painting Winter Program
Effective January 10, 2015 through March 20, 2015 at \$38.64 per hour, not to exceed 2.5 hours per week
Funding Source: Fee Based
Total Cost: \$966.00

1. Ramirez, Vincent

J. Substitute Teacher – District Office
Effective January 14, 2015 at \$137.32 per day, on-call when needed; \$175.75 on 21st day
Funding Source: General Fund

1. Griffin, Elizabeth

BOARD REPORT

9.4 Certificated Personnel Services Report No. 10 – Page 3

I. Authorization and Ratification of Employment – Continued

- K. Extra Assignment – Adult School, Coordinate School Wide Data
Effective January 5, 2015 through June 19, 2015 at 43.00 per hour, not to exceed 4 hours
per week
Funding Source: ADA
Total Cost: \$4,128.00
1. Stiehl, Michele
- L. Extra Assignment – El Marino, Math Club Sponsor
Effective April 1, 2015 through June 12, 2015 at \$300.00 stipend
Funding Source: Donation Fund
Total Cost: \$300.00
1. Horiba, Alice
- M. Extra Assignment – El Marino, Student Council Leader
Effective April 1, 2015 through June 12, 2015 at \$300.00 stipend per teacher
Funding Source: General Fund
Total Cost: \$600.00
1. Burns, Allison
 2. Espinoza, Erika
- N. Extra Assignment – Middle School, Latino Family Literacy
Effective January 5, 2015 through June 12, 2015 at \$38.45 per hour, not to exceed
10 hours per teacher
Funding Source: LCFF
Total Cost: \$384.50
1. Hernandez-Avalos, Cristina
 2. Velasco, Margarita
 3. Vielman, Monica
- O. Extra Assignment – Middle School, Robotics for After School Program
Effective January 26, 2015 through March 16, 2015 at \$38.44 per hour, not to exceed 9 hours
Funding Source: Panther Partners
Total Cost: \$346.05
1. Grime, Daniel

BOARD REPORT

9.4 Certificated Personnel Services Report No. 10 – Page 4

I. Authorization and Ratification of Employment – Continued

P. Extra Assignment – Middle School, After School Program
Effective January 26, 2015 through June 5, 2015 at \$38.45 per hour, not to exceed
stated hours per teacher
Funding Source: Panther Partners
Total Cost: \$3,152.90

1.	Kaye, Nancy (sub)	34 hours	3.	Takahashi, Ai	17 hours
2.	Peters, Crystal	14 hours	4.	Vandever, Emily	17 hours

Q. Extra Assignment – High School, Supervising Athletic Academic Program
Effective December 2, 2014 through June 12, 2015 at \$38.45 per hour, not to exceed
30 hours
Funding Source: CCEF
Total Cost: \$1,153.50

1. Beckendorf, Wendy

R. Extra Assignment – District Office, Teacher After School Professional Development
Effective January 5, 2015 through January 6, 2015 at current hourly rate of \$59.01 per hour, not
to exceed 4 hours
Funding Source: BTSA
Total Cost: \$236.04

1. Miramontes, Martin

II. Leaves

1.	Ellis, Gina Middle School	Family Care & Medical Leave of Absence Without Pay Effective January 19, 2015 through February 20, 2015
2.	Ellis, Gina Middle School	Child Care Leave of Absence Without Pay Effective February 23, 2015 through June 12, 2015

III. Resignations

1.	Woo, Alexander Counselor – Substitute	Effective January 16, 2015 Reason: Other Job
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BOARD REPORT

9.4 Certificated Personnel Services Report No. 10 – Page 5

RECOMMENDED MOTION: That approval be granted for Certificated Personnel
Services Report No. 10

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.5 Financial Impact for Classified Personnel Services Report No. 10

Total Funding Fiscal Impact:

General Fund Total:	\$44,439.20
	\$15.21 per hour, as needed

BOARD REPORT

9.5 Classified Personnel Services Report No. 10

I. Authorization, Approval & Ratification of Employment

A. Clerical & Fiscal

1. Herrera, Susan
Secretary II/Bilingual
District Office – Special Education
Extra Assignment – IEP Translation
Not to exceed 16 hours
Funding Source: General Fund – Special Ed
Effective December 2, 2014 through
December 16, 2014
Range 22 – \$24.36 per hour
Total Cost: \$389.76

B. Instructional Assistants

1. Nannini, Rachel
Substitute Instructional Assistant
District Office
Funding Source: General Fund
Effective January 16, 2015
Hourly, as needed – \$15.21 per hour

C. Maintenance

1. Fonseca, Frank
School Custodian
MOT – Linwood Howe
Extra Assignment – Winter Break
Not to exceed 3.9 hours per day
Funding Source: General Fund
Effective December 22, 2014 through
December 23, 2014
Range 16 – \$16.68 per hour
Total Cost: \$130.10
2. Tarin, Angela
School Custodian
MOT – El Rincon
Extra Assignment – Winter Break
Not to exceed 3.9 hours per day
Funding Source: General Fund
Effective December 22, 2014 through
January 2, 2015
Range 16 – \$16.68 per hour
Total Cost: \$325.26

BOARD REPORT

9.5 Classified Personnel Services Report No. 10 – Page 2

II. Authorization, Approval & Ratification of Change of Assignments

1. Ortiz, Rosibel
Promotion via Classified Interview:
From: Substitute Instructional Assistant
District Office
Hourly, as needed
To: Instructional Assistant – Special Ed IIA
El Marino
6 hours per day, school year
Funding Source: General Fund – Special Ed
Effective January 15, 2015
Range 16 – \$16.68 per hour
Total Cost: \$19,815.84

III. Authorization, Approval & Ratification of Change in Salary Range

1. Budget/Financial Technician
From: Range 25
To: Range 30
Funding Source: General Fund
Effective July 1, 2014
Total Increase in Cost: \$6,471.84 per year
2. Purchasing Clerk/Buyer
From: Range 25
To: Range 29
Funding Source: General Fund
Effective July 1, 2014
Total Increase in Cost: \$4,955.88 per year
3. ROP Technician
From: Range 20
To: Range 30
Funding Source: General Fund – ROP
Effective July 1, 2014
Total Increase in Cost: \$12,350.52 per year

IV. Authorization, Approval & Ratification of Termination of Employment & Placement on 39-month Reemployment List Due to Exhaustion of Benefits

1. Zuniga, Jorge
Custodian III
MOT – Farragut
8 hours per day, 12 months per year
Exhaustion of benefits
Funding Source: General Fund
Effective January 5, 2015
Range 20 – \$3,730.19 per month

BOARD REPORT

9.5 Classified Personnel Services Report No. 10 – Page 3

V. Authorization, Approval & Ratification of Resignations

1. Lopez, Sarah
Instructional Assistant – Special Education IIA
Linwood Howe
6 hours per day, school year
Personal
Funding Source: General Fund – Special Ed
Effective January 30, 2015
Range 16 – \$18.55 per hour

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 10

Moved by:

Seconded by:

Vote:

9.6 Enrollment Report

The attached reports display enrollment information for months three and four of the 2014-2015 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 months three and four of the 2014-2015 school year as presented.

Moved by:

Seconded by:

Vote:

Culver City Unified School District
Enrollment for the 3rd School Month (10/20/14 - 11/14/14)
2014-2015

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	136	84	85	91	87	0	483
Transitional K	22	20	0	22	21	0	85
1	140	86	93	96	72	0	487
2	130	84	96	89	62	0	461
3	127	71	96	85	89	0	468
4	134	93	109	86	64	0	486
5	123	90	110	120	98	0	541
Spec Class	0	23	0	0	32	0	55
Elementary Total	812	551	589	589	525	0	3066

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	529			0	529
7	467			0	467
8	489			0	489
9		535	0	2	537
10		513	1	0	514
11		489	10	3	502
12		490	25	4	519
Spec Class	30	33	0	0	63
Secondary Total	1515	2060	36	9	3620

iACADEMY

	Total
1	1
2	0
3	1
4	0
5	0
6	1
7	0
8	0
9	3
10	2
11	4
12	5
	17

Total K-12 Enrollment	6703
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PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
52	24	32	0	90	122	320

ADULT SCHOOL

Adult Basic Ed	ESL	Citizenship	Adults with Disabilities	High School Subjects	Total
101	428	0	17	205	751

Notes:

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 205 students enrolled in high school subjects, 35 concurrently attend high school

Culver City Unified School District
Enrollment for the 4th School Month (11/17/14 - 12/12/14)
2014 - 2015

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	135	84	86	90	86	0	481
Transitional K	22	20	0	21	21	0	62
1	141	86	93	93	72	0	485
2	129	86	96	89	62	0	462
3	126	71	96	85	89	0	467
4	133	93	109	85	65	0	485
5	119	90	110	117	99	0	535
Spec Class	0	24	0	0	33	0	57
Elementary Total	805	554	590	580	527	0	3056

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	528			0	528
7	467			0	467
8	491			0	491
9		532	0	2	534
10		514	1	0	515
11		489	10	3	502
12		489	25	4	518
Spec Class	30	33	0	0	63
Secondary Total	1516	2057	36	9	3618

IACADEMY

	Total
1	1
2	0
3	1
4	0
5	0
6	1
7	0
8	0
9	3
10	3
11	4
12	5
	18

Total K-12 Enrollment 6692

PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
53	24	32	0	91	119	319

ADULT SCHOOL

Adult Basic Ed	ESL	Citizenship	Adults with Disabilities	High School Subjects	Total
89	367	0	18	177	651

Notes:

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 177 students enrolled in high school subjects, 34 concurrently attend high school.

Culver City Unified School District

Enrollment Comparison

13-14 vs 14-15

ELEMENTARY	1st		2nd		3rd		4th		5th		6th	
	School Month		School Month		School Month		School Month		School Month		School Month	
	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15
El Marino	810	812	808	811	809	812	807	805	803		818	
El Rincon	564	553	566	555	567	551	568	554	567		571	
Farragut	562	584	572	588	571	589	571	590	564		564	
La Ballona	566	587	566	585	569	589	566	580	558		562	
Linwood Howe	523	526	530	525	537	525	538	527	534		541	
Ind. Study	0	0	0	0	0	0	0	0	0		0	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Elementary Total	3025	3062	3042	3064	3053	3066	3050	3056	3026	0	3056	0

SECONDARY	1st		2nd		3rd		4th		5th		6th	
	School Month		School Month		School Month		School Month		School Month		School Month	
	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15
Middle School	1459	1520	1460	1516	1460	1515	1459	1516	1456		1459	
High School	2024	2079	2049	2070	2043	2060	2039	2057	2033		2019	
Culver Park	52	29	57	33	27	36	67	36	68		64	
Ind. Study	18	8	20	7	24	9	24	9	30		23	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Secondary Total	3553	3636	3586	3626	3554	3620	3589	3618	3587	0	3565	0

iACADEMY	1st		2nd		3rd		4th		5th		6th	
	School Month		School Month		School Month		School Month		School Month		School Month	
	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15
	N/A	12	N/A	14	N/A	17	N/A	18	N/A		N/A	
K-12 Total	6578	6710	6628	6704	6607	6703	6639	6674	6613	0	6621	0

BOARD REPORT

1/27/15

9.7

9.7 Approval is Recommended for CCMS Teacher Kelly Wilcox and CCHS Math Department Chair, Keao Tano to attend the NCTM 2015 Annual Conference in Boston, Massachusetts, April 14 – 19, 2015

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

Culver City Middle School Teacher Kelly Wilcox and CCHS Math Department Chair Keao Tano request approval to attend the NCTM 2015 Annual Conference in Boston, Massachusetts April 14 – 19, 2015. The focus of the conference will be assessing the Common Core, supporting new teachers in implementing the Common Core and improving textbook alignment with the Common Core. Substitute teacher costs will be funded through Common Core funds.

Recommended Motion:

That the Board approves Culver City Middle School Teacher and CCHS Math Department Chair to attend out-of-state conference in Boston, Massachusetts April 14 – 19, 2015.

Moved by:

Seconded by:

Vote:

BOARD REPORT

1/27/15

9.8

9.8 **Approval is Recommended for CCMS Counselors Sarah Slemmons, Jeanine Lizotte and Christina Monroy to attend the American School Counseling Association 2015 Annual Conference in Phoenix, Arizona, June 28 – July 1, 2015**

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

Culver City Middle School Counselors Sarah Slemmons, Jeanine Lizotte and Christina Monroy request approval to attend the American School Counseling Association 2015 Annual Conference in Phoenix, Arizona, June 28 – July 1, 2015. The focus of the conference will be finding resources to support EL and low income students academically, financially, and social emotionally. Substitute teacher costs will be funded through LCFF funds.

Recommended Motion:

That the Board approves Culver City Middle School Counselors to attend out-of-state conference in Phoenix, Arizona June 28 – July 1, 2015.

Moved by:

Seconded by:

Vote:

BOARD REPORT

1/27/15

10.1

10.1 American Citizenship Awards

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

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

This month twelve students will be recognized for their good citizenship.

BOARD REPORT

1/27/15

10.2

10.2 Spotlight on Education – Linwood E. Howe School

Dr. Kim Indelicato, Principal, will share some highlights of Linwood E. Howe School, emphasizing the work the school is doing in PLCs, math, and college readiness.

BOARD REPORT

1/27/15

10.3

10.3 Music Center Art Integration

The Music Center partnered with Culver City Unified School District to design a multi-year programming sequence featuring professional development for teachers, arts instruction in the classroom, and collaborative planning for sustainability. The Music Center and our CCUSD teachers will share a presentation celebrating our five year partnership in arts education and integration emphasizing the sustained progress that was made in the classrooms for our students.

12.1 Environmental Sustainability Committee Presentation

Members of the Environmental Sustainability Committee will provide a status report on the CalRecycle Beverage Container Recycling Grant Program.

**CalRecycle Beverage Container Recycling Grant Program
Culver City Unified School District
RBC25 (FY 2013/14)**

Status Report 2: October – December, 2014

During this three month period, the Recycling Coordinator continued preparations for implementation of the new 2-stream and 3-stream system at the Middle School and High School, began conversations and obtained commitments at Culver Park Continuation School, conducted refresher assemblies at the elementary schools, ran monthly Green5 committee meetings (including CCUSD custodians, principals and assistant principals, key staff and student leaders), liaisoned with Culver City Department of Public works to ensure recycling and composting schedules were being adhered to, presented at PTA meetings, inventoried bins, stickers and other signage (and cleaned and replaced them as needed) at all schools, and ensured custodians had sufficient supplies and were receiving sufficient support. Posters to help clarify the recycling, composting and landfill waste streams and to encourage reducing waste were designed (with help from graphic designer), and printed for the elementary schools, as were information/reference sheets for custodians (in English and Spanish) to be displayed in the custodial rooms of all schools. High School PTA-sponsored incentives (hats and socks with Green5 logos) were also designed and purchased for the High-School. CCUSD-sponsored reusable water bottles (with Green5 logos) were purchased and distributed to each CCUSD campus. In addition, new recycling, composting and landfill stickers were ordered, and approval of the outdoor bin specs were made before the winter holidays.

Print & On-line Communications Oct. – Dec. 2014: Signage, Posters & New Video

- All of the new Green5 Banners and "Coming Soon!" posters with pictures of the new bins and lists of what types of materials go into each waste stream (both pictured in the first interim status report) were



RBC25 (FY 2013/14)

placed around the Middle School and High School campuses. The poster with the photos of the different waste streams will be placed into each MS and HS classroom and also around the campuses the week before the new bins arrive.

- The Recycling Coordinator worked with a graphic artist to create another poster for CCUSD elementary schools to help clarify the recycling, composting and landfill waste streams and to encourage waste reduction practices. *See pictured above.* These posters will be distributed and hung in the eating areas of all of CCUSD's elementary schools during January 2015.
- CCUSD Environmental Sustainability Committee members (includes Recycling Coordinator) identified the need for more custodial support to ensure the recycling and composting program runs smoothly. Unfortunately there are a lot of substitute custodians, especially at night, and a fair amount of turnover. Principals, the immediate supervisors of the custodians, have many other important duties, leaving a communications gap about the recycling and composting program. ESC members created an informational sheet (in English and Spanish) that will be posted in all custodial areas in all campuses. *See attached.*
- The CCHS Green5 co-coordinator Tyler Macintosh created and edited another crafty Green5 video about the importance of recycling. This video was displayed at an all-school assembly and is also on U-tube.
<https://www.youtube.com/watch?v=OG0ljUFerwU> Tyler has agreed to make a new video as soon as the new outdoor bins arrive. This video will be displayed in a continual loop for 10 minutes in the High School's main eating areas during the lunch hour for the first full week after the bins arrival.
- The Recycling Coordinator purchased composting, CRV recycling, mixed recycling and landfill stickers from Recycle Across America. These stickers will be affixed to the new 23-gallon indoor blue slim jim recycling bins for the classrooms at the MS and HS, as well as to the bins in the cafeteria, offices, custodial areas and bathrooms. The slim jim bins were chosen because they take up a small footprint in the classrooms yet have a large capacity. After consultation with custodians, key teachers and student leaders, it was decided these types of bins were the most appropriate. It was estimated that these bins will need to be serviced by the custodians on a weekly basis. At the High School Green5 leaders affixed the stickers to the bins, and the custodians began to service these bins in December. At the Middle School, the Green5 club will affix the stickers in January and the custodians will place the bins and begin servicing them the week before the outdoor bins arrive.

OCTOBER

Recycling Coordinator work and Program Progress included:



- Assembly preparations (including coordination with LA County's "Environmental Defenders" educational program), trainings of Green5 student leaders and running assemblies at El Rincon and Lin Howe elementary schools to help ensure that the students are recycling and composting carefully at this school. Plans are in the works to schedule assemblies at Farragut and El Marino after the new year. At Farragut we are

likely to conduct another pre and post waste audit and share the findings with the whole school at a morning assembly.

- Site visits (inventories of bins, stickers and signage) and meetings at all elementary schools (La Ballona, El Rincon, Lin Howe, Farragut Elementary, El Marino).
- Ordered materials (indoor 23-gallon slim jim bins for HS & MS, water bottles (paid for by CCUSD) and worked with graphic designer to create new poster for elementary schools to promote waste reduction practices.
- Attended training and facilitated communications with CCMS principal, vice principal and interested teachers and staff to enter CCMS into Grades of Green "Trash-Free Lunch Challenge."
- Facilitated meeting with Culver City Public Works and Superintendent's Office to address bin maintenance issues. On several occasions compost and recycling bins were not being serviced at some of the campuses as scheduled. This meeting clarified the communications protocol. The Public Works waste hauling supervisor also informed us that as of January, 2015 daily pick up will be available.
- Established every second Monday of each month to run CCHS Green5 meeting
- Every second Tuesday of each month, run Green5 meeting at Lin Howe
- Every third Tuesday of each month, run Green seat meeting at Lin Howe



- Regular communication with CalRecycle Program Coordinator Tharon Wright and wrote first Interim report.

NOVEMBER

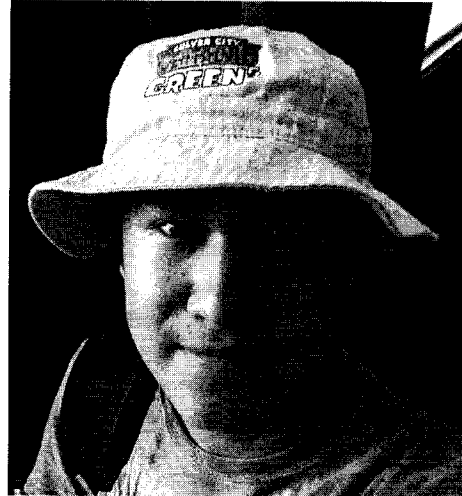
Recycling Coordinator work and Program Progress included:

- Met with CC Middle School ASB, Green Club and Science teachers multiple times. Science teachers agreed to present the Green5 program and new recycling and composting system via Power Point to all students (Grades 6-8) in the school. Worked with two lead teachers to design PPT presentation. The teachers agreed to give this presentation to their students the first week the new outdoor bins arrive. *See attached.*
- Facilitated meeting with Grades of Green staff and key CCMS teachers and staff to review Grades of Green “Trash-Free Lunch Challenge” scheduled for the first week of arrival of the new outdoor bins. Grades of Green also conducted an inventory and pre-waste audit of the campus. *See attached.*
- Prepared a Walking Assembly script for Green5 Club students to be administered the week of the arrival of the new outdoor bins. *See attached.*
- Conducted a multi-stakeholder meeting with Public Works staff, CCUSD facilities director, CCUSD food services director, CCMS and CCHS vice principals and custodial staff and student leaders to discuss logistics of new system with respect to ensure sufficient capacity and servicing of the recycling, composting and landfill dumpsters and rolloffs provided by the city. Set January 22nd as next multi-stakeholder meeting.
- Worked with a graphic artist to create another poster for CCUSD elementary schools to help clarify the recycling, composting and landfill waste streams and to encourage waste reduction practices.
- Designed and purchased High School PTA-sponsored Green5 incentives (hats and socks with Green5 logos) for High-School students who are demonstrating leadership and mindful recycling and composting practices.
- Completed delivery of all water bottles to each campus.
- Site visits as needed to address concerns (namely lunchtime operations to ensure students and teachers are supporting each other when recycling and composting, bin maintenance and signage).
- Every second Monday of each month, run CCHS Green5 meeting.
- Every second Tuesday of each month, run Green5 meeting at Lin Howe.
- Every third Tuesday of each month, run Green seat meeting at Lin Howe.

DECEMBER

Recycling Coordinator work and Program Progress included:

- Inventoried the MS and HS cafeteria to determine how many new bins, types of bins, stickers and signage needed to support the implementation of the new recycling and composting system.
- Prepared presentation and presented the new Recycling and Composting program to food service and custodial staff in coordination with Culver City's Environmental Coordinator.
- Ordered Hats and socks with Green5 and Culver City High School logos (with PTA funds) to help incentive students to participate in the new recycling and composting system.
- Inspected the prototype bin, which arrived on December 9th and gave feedback to Clean River. ESC Co-Chair Todd Johnson and Co-Chair and Recycling Coordinator Shea Cunningham followed this up with a conference call with the CEO of Clean River and key staff to ensure and agree upon necessary changes to the prototype bin. *See document attached.*
- Met with Culver Park High School (continuation school) teacher who has authority to spearhead Green5 and new recycling and composting system to begin planning out how the program will be established and maintained at that school.
- Ordered new landfill, composting, CRV recycling and mixed recycling stickers from Recycle Across America. The MS Green5 Club will paint existing bottle shaped bins (currently black color) and affix CRV recycling stickers before the new mixed recycling two and three stream outdoor bins arrive.
- Every second Monday of each month, run CCHS Green5 meeting.
- Every second Tuesday of each month, run Green5 meeting at Lin Howe.
- Every third Tuesday of each month, run Green seat meeting at Lin Howe.



Unanticipated Problems and Concerns and Corrective Actions Taken

CCUSD School Board voted and approved the purchase of the outdoor 2-stream and 3-stream bins from Clean River Recycling Solutions from Ontario, Canada on Oct. 29. At the time of the contract signing, the bins were to be delivered before the end of the end of December. However, the bins were further delayed due in part to delayed shipment of the prototype bin, request from the manufacturer for a deposit before shipment (this was denied by the school district and eventually this stipulation was dropped) and the

winter holiday slow down. The prototype bin was received on December 9, 2014. We inspected the bin and gave feedback. We had conference calls with the CEO of Clean River and his associates and worked out the revised specs, and signed the agreement for production (*please see attached*). Now the bins are due to arrive on January 28, 2015.

As was previously mentioned, in October there was routine trouble with the servicing of the recycling and composting dumpsters by the City of Culver City at several of the campuses. The Recycling Coordinator called a meeting with the three key staff of the City's Public Works Department and CCUSD Assistant Superintendent Mike Reynolds to address the problem. Communications protocol was clarified, a multi-stakeholder meeting held in November and the City offered to begin daily service (from M-W-F) of all waste streams if needed. Another multi-stakeholder meeting is set for January 22, 2015.

Also as previously mentioned, CCUSD Environmental Sustainability Committee members (includes Recycling Coordinator) identified the need for more custodial support to ensure the recycling and composting program runs smoothly. Unfortunately there are a lot of substitute custodians, especially at night, and a fair amount of turnover. Principals, the immediate supervisors of the custodians, have many other important duties, leaving a communications gap about the recycling and composting program. ESC members created an informational sheet (in English and Spanish) that will be posted in all custodial areas in all campuses.

Finally, to address the continued problem of cross-contamination between waste streams at the elementary schools, especially in the eating areas, the Recycling Coordinator worked with a graphic designer to create a new poster that clarifies each waste stream and encourages the kids to reduce their waste. These posters will be laminated and distributed at all of the elementary schools in January. *Pictured above.*

Data Collected during Reporting Period

No data for this grant was collected during this reporting period in addition to the Grades of Green audit of Culver City Middle School. *Please see report attached.*

Expenditures During Reporting Period

Approximately \$9,167 was spent October – December, 2014.

The Recycling Coordinator invoices for Sept. 15 – Nov. 21, 2014 were paid during this period, totaling \$5,157 for 191 hours worth of work. The coordinator was also reimbursed \$46.32 for lamination of posters.

The graphic artist billed CCUSD \$1,359.53 for the design and printing of 80 "Coming Soon!" and 300 Recycling/Composting/Landfill Posters for the Middle School and High School.

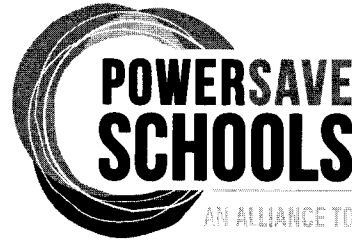
CCUSD purchased 68 more slim jim blue recycling bins for the Middle School (\$2,342.58). CCUSD also ordered a total of 430 stickers (CRV recycling, landfill and compost) for the Middle School and High School cafeteria, offices and bathrooms from Recycle Across America. Recycle Across America donated another \$238 worth of stickers and CCUSD was billed \$262 for the remainder.

As soon as the outdoor bins are delivered and paid for, the Recycling Coordinator will invoice CalRecycle for reimbursements to date.

Attachments

- Feedback to Clean River on Prototype Bin
- Outdoor 2 & 3-Stream Bin Approval Document
- CCMS Green5 Presentation to be presented by Grades 6-8 Science Teachers
- Green5 Refresher Assembly script for Elementary schools
- Grades of Green Trash Free Lunch Consultation/Audit Report
- CCMS Grades of Green/Green5 Walking Assembly script
- Info/Reference sheet for Custodians in English
- Info/Reference sheet for Custodians in Spanish

Pillars	EPA Green Ribbon Award Scoring Rubric	Accomplishments	In Progress	Current Opportunity(ies)
		Green5, MAC Survey, District-wide Survey, Grades of Green, Cool Schools, Green Tech Energy Leadership Award, Council PTA Certification of Recognition of ESC (2012), Cal EPA invited CCUSD to present on Accomplishments, Monthly Stakeholder ESC & Green5 meetings		
	Cross-Cutting Questions: Participation in green school programs			Power Save Alliance Partnership
PILLAR I: Reduce environmental impact and costs – 30%	Element IA: Reduced or eliminated greenhouse gas (GHG) emissions – energy, buildings	Solar Project, Green5 message, El Rincon & Portables have white roofs, T12 bulbs being replaced with T8s		Cal EPA 6th Grade Replacement Curriculum; Middle School docent tours; Energy Star Certifications via Prop 39 & Bond-funded energy efficient renovations, Power Save Alliance MOU
	Element IB: Improved water quality, efficiency, and conservation – water, grounds	Hydration stations, Artificial grass in sports complex, Storm water runoff redirected into water table during sports complex renovation, Green Thumbs Club, Green Teams, Drought tolerant landscaping, Ocean friendly garden, low water urinals, West Basin Water Audit.		Prop 39 & Bond-funded energy efficient renovations can follow LEED/High Performance School Standards, Turf removal program, State Waterboard Stormwater Grant Program, Greener Way, Surfrider Ocean Friendly Garden Program
	Element IC: Reduced waste production – waste, hazardous waste	Uniform Recycling and Composting	Uniform Recycling and Composting at MS, HS, CPHS, Adult School, individual school site hazardous waste (batteries & electronics) recycling	District-wide Green Purchasing, Purchase Recycled-Paper District wide.
	Element ID: Use of alternative transportation	Walk & Rollers Program/Safe Routes, No idling program at El Marino & Lin Howe. EPA Clean School Bus Grant.		EV Charging Stations, Partner with City to convert to Bio-fuel
Pillar II: Improve the health and wellness of students and staff – 30%	Element IIA: Integrated school environmental health program – integrated pest management, contaminant controls and ventilation, asthma control, indoor air quality, moisture control, chemical management	Drought tolerant and native gardens	El Marino's air quality program	District-wide Green Purchasing for art supplies, cleaning & landscaping, Non-toxic substances in all renovations
	Element IIB: Nutrition and fitness – fitness and outdoor time, food and nutrition, coordinated school health	PE Classes, Edible gardens, Growing Great Nutrition Classes, Anti-bullying and Peer-to-Peer programs, Inspired Living Program, Reduced packaging, salad bar		Meatless Mondays, Minimally processed & packaged foods, contract with local and organic growers
Pillar III: Provide effective environmental and sustainability education, incorporating STEM, civic skills, and green career pathways – 35%	Element IIIA: Interdisciplinary learning about the key relationships between dynamic environmental, energy, and human systems	Green Thumbs & BCR Club, HS Environmental Science Course, Global Sustainability Course		EPA 6th Grade Renewable Energy Replacement Curriculum, Solar Docent program, Power Save Alliance Partnership
	Element IIIB: Use of the environment and sustainability to develop STEM content, knowledge, and thinking skills	El Rincon official STEM School, Culver Park classes (?), Other?		Power Save Alliance Partnership
	Element IIIC: Development and application of civic knowledge and skills			Power Save Alliance Partnership



Empowering Students,
Generating Change

AN ALLIANCE TO SAVE ENERGY PROGRAM

Empowering Tomorrow's Energy Efficiency Leaders

School districts spend more money on energy than on textbooks and supplies combined, and much of that energy is wasted. **Since 1996, the Alliance to Save Energy's PowerSave Schools Program has empowered students in thousands of schools across the country to save energy in their schools.**

PowerSave students learn about energy and energy efficiency by engaging in hands-on projects, using diagnostic tools to assess energy consumption in their schools and point to ways to conserve. PowerSave students use the school building as a learning lab to solve real world problems and generate cultural change by making energy efficiency visible, important, and doable.

It is rare to find a program that provides educational benefits, conservation benefits, and monetary savings all with little investment on behalf of the district. **»**

Jeff Okun
*Asst. Superintendent,
Business Support Services, Temecula
Valley Unified School District*

WHAT POWERSAVE SCHOOLS DOES

HANDS ON LEARNING

The PowerSave Schools Road Map encourages student inquiry that integrates Science, Technology, Engineering, and Mathematics (STEM) and service learning principles. Using diagnostic tools and instructional materials correlated to state standards, students engage in project based learning to collect and analyze data, identify energy problems, and propose practical solutions to achieve substantial energy savings.

STUDENT LEADERSHIP

PowerSave Schools students lead the way in spreading the energy efficiency message to the school community and beyond, from energy assessments to dynamic school assemblies.

STUDENT ENERGY AUDITING TRAINING (SEAT)

This workshop gives students first-hand experience in analyzing how energy is used at their school and demonstrates to students that they, along with the entire school community, can help improve the efficiency and operation of their school environment.

PATHWAYS TO GREEN CAREERS

PowerSave Schools promotes student awareness and interest in green jobs and offers basic knowledge and skills for pursuing opportunities in the emerging green economy.

SAVES ENERGY & MONEY

SAVE SCHOOLS MONEY

PowerSave Schools typically achieve electricity savings between 5 and 15 percent on average through no cost behavior and operations changes, with millions of dollars saved program wide. Districts are encouraged to return a percentage of the avoided energy cost savings back to schools.

ENERGY SAVING TEAM

Teachers, students, and facilities staff work together to achieve the joint goals of student learning, energy savings, and community outreach. The PowerSave Schools Road Map guides the teams to design and implement plans that fit their own school and district's unique needs.

EXAMPLES OF POWERSAVE SCHOOLS BEST PRACTICES

Student energy audits in Washington, DC reveal the causes of overheated classrooms, and students prompt actions to insulate heating supply pipes.

Students in Rochester, NY convince teachers to exchange multiple small refrigerators for one larger, Energy Star refrigerator, saving \$620 on energy costs per year.

Students in Hesperia, CA make energy efficiency recommendations that become district-wide policy.

Memphis high school students educate their neighbors about efficiency opportunities and replace incandescent bulbs with free energy-efficient light bulbs.

Teachers in Lake Elsinore, CA integrate energy efficiency into persuasive essay writing activities.



Using less. Doing more.

ASE.ORG/GREENSCHOOLS : POWERSAVESCHOOLS@ASE.ORG

1850 M Street NW : Suite 600 : Washington, DC : 20036 : 510-451-4075

U.S. DEPARTMENT OF EDUCATION

GreenRibbonSchools



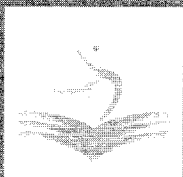
The *U.S. Department of Education Green Ribbon Schools (ED-GRS) recognition award* honors public and private elementary, middle, and high schools, districts, and postsecondary institutions that are exemplary in three Pillars: 1) reducing environmental impact and costs, including waste, water, energy use and alternative transportation; 2) improving the health and wellness of students and staff, including environmental health, nutrition and fitness; and 3) providing effective sustainability education, including robust environmental education that engages STEM, civic skills and green career pathways.

The award is a tool to encourage state education agencies, stakeholders and higher education officials to consider matters of facilities, health and environment comprehensively and in coordination with state health, environment and energy agency counterparts. Unique about the award is that, in order to be selected for federal recognition, schools, districts and postsecondary institutions must be high achieving in all three of the above Pillars, not just one area.

Schools, districts, colleges and universities do not apply for the award to ED, but to their state education authorities. Candidates must contact their state departments of education (or equivalent DoDEA or BIE jurisdictions) or state higher education authorities for information on selection in each state. State participation in the award is voluntary and not all state education authorities choose to nominate schools, districts, or colleges and universities, but hearing from interested schools may be helpful to a state in determining whether it wishes to nominate.

States submit their nominees to ED by February 1st of each year, with various fall and winter deadlines for their state-wide competitions for up to five PK-12 schools and districts and a single postsecondary institution. ED announces honorees annually on Earth Day, April 22nd. The honorees are invited to attend a national ceremony in July where they receive a sustainable plaque and flag. Refreshed criteria and guidelines for states and their partners are published in the spring for the subsequent award cycle.

Through the award, ED encourages the critical collaborations that ensure all of our nation's schools are healthier, safer, and more sustainable. ED's complementary *Green Strides* initiative uses an annual report, blog, newsletter, social media and tour to facilitate the sharing of best practices and resources. The *Green Strides Webinar Series* and resources page provide all schools, districts and institutions of higher education free information on the tools that help them move toward the Pillars of the recognition award to follow the footsteps of the ED-GRS honorees. The award is not tied to any one program or standard, but instead encourages all schools, districts and institutions of higher education to use all of the many helpful resources available to them.



U.S. Department of Education - 400 Maryland Ave, SW - Washington, DC 20202
www.ed.gov/green-ribbon-schools - www.ed.gov/green-strides





Using less. Doing more.

DATE: November 18, 2014
TO: Shea Cunningham, Mike Reynolds
FROM: Scott Thach, Program Director, Alliance to Save Energy
SUBJECT: PowerSave Schools Program Statement of Intention

The Alliance to Save Energy is pleased to accept this statement of intention of the Culver City Unified School District (CCUSD) to cooperatively implement the Alliance's PowerSave Schools Program from August 2015 through June 2016.

The goals of the program are to:

- 1. Educate students about energy and energy efficiency through hands-on educational lessons that promote STEM learning and are aligned with Common Core State standards and CA educational standards;
2. Help schools save money on energy costs and protect the environment through cooperative, school-wide changes in behavior, operations and maintenance procedures, and by encouraging retrofits of more efficient equipment;
3. Build pathways to green jobs.

The program will provide education and motivation for individual schools to conserve energy and will also help students translate their energy efficiency experience in schools to their homes and communities. This Statement of Intention describes the general roles of each party in carrying out the program.

Program funding allows for up to eight schools in CCUSD to participate in the program for the 2015-16 academic year, and successful schools can apply to participate in the program for a second academic year. After "graduating" from the program, the top performing schools can also apply to become a "Mentor" PowerSave School, which continues to be supported by the program to further advance their PowerSave Schools activities while mentoring other schools to stay engaged in energy efficiency.

The Alliance to Save Energy, working with PowerSave Schools Local Project Leaders, will:

- 1. Support PowerSave Schools teachers to provide high quality, inquiry-based learning opportunities for their students in the following ways:
- Conduct a 1-day training workshop that brings together teams from each school to orient them to the program and begin planning activities for their school;
- Conduct mid-year and end-of-year meetings for the PowerSave Schools teams (approximately 3 hours each) to share successes, discuss and resolve challenges, and continue planning;
- Provide an annual stipend of up to \$1,000 for each 1st year school team and \$500 for each 2nd year school team, which may be used by team members for appropriate educational expenditures as determined by the team. The school teams will consist of at least one member at each school site. The stipends will be prorated if fewer than three people actively participate on the team, and they will not be increased if more than three people are on the team.
- Provide a Road Map Guide that includes instructional materials correlated with the Common Core and CA Standards of Learning, as well as hands-on diagnostic tools to support inquiry-based learning, a system for tracking energy use data, other resource materials, and on-the-ground support by the program's Local Project Leaders.
- Support teachers, custodians, facilities staff, and students to identify and implement changes in school facilities that will use energy more efficiently while also improving comfort levels and indoor air quality.

HONORARY CHAIR
U.S. Sen. Mark Warr

HONORARY VICE-CHAIR
U.S. Sen. Jeff Bingam
U.S. Sen. Susan M. Collins
U.S. Sen. Richard Lugar
U.S. Sen. Lisa Murkowski
U.S. Sen. Mark Pryor
U.S. Sen. Jeanne Shaheen
U.S. Sen. Mark Udall
U.S. Rep. Brian Bilbray
U.S. Rep. Michael C. Burgess
U.S. Rep. Ralph Hall
U.S. Rep. Steve Israel
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Dave McCurt
American Gas Association

William A. Nii
Oceano Energy Company

Earle H. O'Donnell
White and Case LLP

Kevin Ri

James E. Rogy
Pace Energy

Peter Sm
Patriot Cash & Gas

Fred Steph
Lorain Motors

Susan Str
Southern Company Services

Dave Szczup
Whitbread, Inc.

Susan Tiern
Analysis Group

William Von Hoe
Exelon Corporation

Lynda Zieg
Southern California Edison

- Assist participating schools and districts to develop a baseline of energy use and to track energy and cost savings that result from PowerSave Schools activities by providing software and training. This training is provided to the school teams. Instructional materials are also provided for teachers engage students in the process of tracking energy savings as a learning activity.
2. Facilitate communication among teachers and students in the CCUSD, as well as with schools in other states that are engaged in PowerSave Schools Program activities. The Alliance's website and periodic newsletter provide new resources, updates of activities at schools and other organizations, and access to technical tools and information.
 3. Support the overall development of PowerSave Schools in CCUSD by identifying additional resources and partnerships.

The CCUSD agrees to:

1. Identify a minimum of five schools to participate in the program.
2. Identify a PowerSave Schools Team at each participating school to implement PowerSave Schools activities in classrooms and throughout the school, noting their required participation in a full-day Fall PowerSave Schools training workshop, the after-school mid-year and end-of-year meetings, and interim school-level team meetings. In addition, the District will pay for substitutes as needed for teachers to attend the full-day fall workshop.
3. Provide the Alliance, or its subcontractor, access to historic and on-going electricity usage data for the exclusive purpose of setting baselines and tracking energy use.
4. Recognize the achievements of the participating school teams in saving energy and money by returning a percentage of the cost savings to the schools. Districts have found that the most effective way to motivate students, teachers, principals and custodians to engage in no-cost energy savings activities is to return a percentage of the energy savings to the participating schools. The rate of return is to be determined by the district (usually 50% or more). This feedback reinforces the connection between students' learning and the real world, and puts dollars to work supporting educational activities at the school level. The Alliance will send you a summary of your schools' energy and dollar savings at two key times: a partial-year summary in time for the end-of-year meeting in May, and a final summary in August.

Additional ways of recognizing school success include:

- Allow the Alliance to Save Energy to recognize the school district for its accomplishments in saving energy;
 - Attend the PowerSave Schools end-of-year celebration to announce each school's energy and dollar savings;
 - Recognize principals and the PowerSave Schools teams that saved the most energy at a district-level meeting; and
 - Invite students to make a presentation to the school board about their energy-saving accomplishments.
5. Seriously consider student and professional recommendations on energy efficient retrofits, and implement those that meet the school district's criteria for cost-effectiveness and performance.

Signature

Title

Date

This program is funded by California utility customers and administered by Southern California Edison under the auspices of the California Public Utilities Commission.

BOARD REPORT

**1/27/15
12.2**

12.2 HplusF Frost DSA Submission Timeline Update

HplusF will present a timeline for the work to be performed on Robert Frost Auditorium.

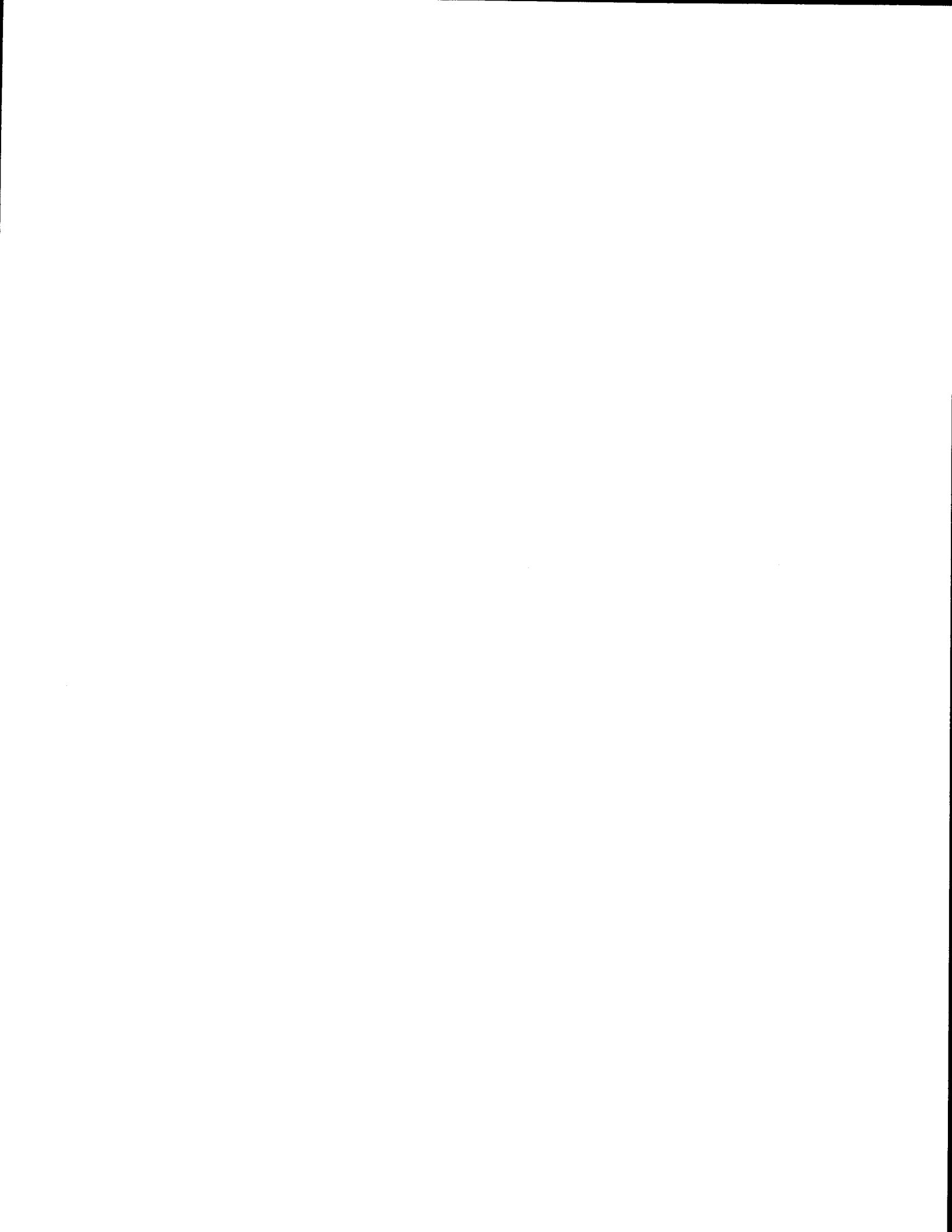
BOARD REPORT

1/27/15
12.3

12.3 2013-2014 Audit Report

The State of California requires an independent audit of each school district to be conducted annually. In keeping with this requirement, the 2013-2014 audit report is being presented by Ms. Tanya Rogers, Partner, of the certified public accounting firm of Christy White, a Professional Accountancy Corporation.

The report prepared by the firm expresses an opinion of the financial condition of the District using generally accepted accounting and auditing standards as set forth by the Comptroller General of the United States. Findings and associated responses for both the current and prior year are located in the Findings and Recommendations Section of the report. The report is provided under separate cover.



BOARD REPORT

1/27/15

1.0

1.0 Approval of Construction Project Payments

At this time we need to approve payments to Westberg+White for our Athletic Fields Phase Two and our Elevator Project architectural services, hplusf Architects, the Department of State Architect, and the California Geological Survey for our Frost design documents preparation, and to Balfour Beatty for our three current construction projects as presented.

RECOMMENDED MOTION:

That the Board of Directors of Culver City School Facilities Financing Authority approve construction project payments as outlined in the attached Schedule I.

Moved by:

Seconded by:

Vote:

WRITTEN REQUISITION NO. 8

To: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Department

RE: Culver City School Facilities Financing Authority
Revenue Bonds, Series 2005
(Culver City Unified School District General Obligation Bond Program)

The undersigned, an authorized officer of the Culver City Schools Facilities Financing Authority ("the Authority"), on behalf of the Authority hereby requests payment from the Project Fund established pursuant to Section 3.04 of that certain Trust Agreement, dated as of November 1, 2005, by and between the Authority and U.S. Bank National Association, as trustee, to the payee, for the purpose and in the amount of the disbursement set forth in Schedule I attached hereto.

The undersigned hereby certifies that each obligation mentioned on Schedule I has been incurred in the stated amount by the Authority and is a proper charge against the Project Fund. None of the items for which payment is requested has been previously reimbursed or paid from the Project Fund.

Dated: January 28, 2015

CULVER CITY SCHOOL FACILITIES FINANCING AUTHORITY

By: _____
Mike Reynolds, Treasurer Controller

SCHEDULE I

<u>Payee Name and Address</u>	<u>Purpose</u>	<u>Amount</u>
Balfour Beatty Company 10620 Treena Street, Suite 300 San Diego, CA 92131	Elevator Project Pay App #8	\$ 82,173.10
	Athletic Field Phase 2 Pay App #3	\$ 408,908.98
	Miscellaneous Site Projects App #6	\$ 141,272.60
	TOTAL:	<u>\$ 632,354.68</u>
Westberg & White 14471 Chambers Road, Suite 210 Tustin, CA 92780-6964	Elevator Project Invoice 10108	\$ 7,740.00
	Elevator Project Invoice 10174	\$ 6,880.00
	Athletic Field Phase 2 - 10189	\$ 46,700.00
	TOTAL:	<u>\$ 61,320.00</u>
HplusF Architects 5837 West Adams Blvd. Culver City, CA 90232	Frost Design Documents	<u>\$186,037.13</u>
Department of the State Architect % HplusF Architects 5837 West Adams Blvd. Culver City, CA 90232	Frost DSA Fees	<u>\$ 54,250.00</u>
California Geological Survey % HplusF Architects 5837 West Adams Blvd. Culver City, CA 90232	Frost Geo-Tech Fees	<u>\$ 3,600.00</u>

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF SEVEN PAGES

TO OWNER:

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

PROJECT:

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

APPLICATION NO: 8

Distribution to:

OWNER
 ARCHITECT
 INSPECTOR

MONTH ENDING: 12/31/14
APPLICATION DATE: 12/31/14

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

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

PROJECT NO: 13161000

CONTRACT FOR (SCOPE OF WORK):

CCHS New Elevator & Classroom HVAC/CCMS New Elevator

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$ 1,569,872.00

2. Net change by Change Orders

\$ 1,569,872.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 1,464,810.80

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

\$ 1,464,810.80

5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703)

\$ 73,240.54

b. 5 % of Stored Material (Column F on G703)

\$ -

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 73,240.54

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 1,391,570.25

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 1,309,397.15

8. CURRENT PAYMENT DUE

\$ 82,173.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 178,301.75

AMOUNT CERTIFIED \$ 82,173.10

E. Sierra

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

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

DISTRICT:

By: *AS 12/15* Date: _____

INSPECTOR:

By: *[Signature]* Date: 1-5-15

ARCHITECT:

By: *[Signature]* Date: 1/26/2015

GENERAL CONTRACTOR'S CERTIFICATE FOR PAYMENT

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

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

GENERAL CONTRACTOR:

By: *[Signature]* Date: 1/07/2015

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF SEVEN PAGES

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

PROJECT: CCHS Athletic Field Improvements Phase 2

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

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

CONTRACT FOR (SCOPE OF WORK): CCHS Athletic Field Improvements Phase 2

CONTRACTORS APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 3,632,966.00

2. Net change by Change Orders \$ 3,632,966.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,632,966.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,001,947.21

5. RETAINAGE: a. 5 % of Completed Work \$ 100,097.36

b. 5 % of Stored Material \$ -

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 100,097.36

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,901,849.85

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,492,940.87

8. CURRENT PAYMENT DUE \$ 408,908.98

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,731,116.15

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

APPLICATION NO: 3 Distribution to: OWNER


MONTH ENDING: 12/31/14 ARCHITECT

APPLICATION DATE: 12/31/14 INSPECTOR

PROJECT NO: 12482002

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

DISTRICT: 203 1/2/15 Date: _____

INSPECTOR:  Date: 1-5-15

ARCHITECT:  Date: 1/20/2015

GENERAL CONTRACTOR'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 408,908.98



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

GENERAL CONTRACTOR: _____ Date: 1/07/2014

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: **Calver City Unified School District**
4030 Irving Place
Calver City, CA 90232

PROJECT: **CCUSD 2014 MISC PROJECTS**
4401 Etienda Street
Calver City, CA 90230

FROM CONTRACTOR: **Balfour Beatty Construction, LLC**
10620 Treema St, Suite 300
San Diego, CA 92131

VIA ARCHITECT: **Ghatsode Bannan Architects, LLP**
760 W 16th Street - Unit B
Coast Mesa, CA 92627

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 2,623,521.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,623,521.00
4. TOTAL COMPLETED & STORED TO \$ 2,459,459.00

DATE (Column G on G703) _____

RETAINAGE: \$ 122,972.95

a. 5% of Completed Work _____

b. 10 % of Stored Material \$ 0

(Column F on G703)

Total Retainage (Lines 5a + 5b or _____)

6. TOTAL BARRIED LESS RETAINAGE \$ 122,972.95

(Line 4 Less Line 5 Total) \$ 2,336,486.05

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,195,213.45

8. CURRENT PAYMENT DUE \$ 141,272.60

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 287,034.95

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

APPLICATION NO: 6


PERIOD TO: 12/31/14

PROJECT NO: 13285000


Distribution to:
 OWNER
 ARCHITECT
 INSPECTOR

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

DISTRICT: MIKE REYNOLDS *md 12/15*

By:  Date: 1-5-15

BALFOUR BEATTY CONSTRUCTION: BRYAN OSBORNE

By:  Date: 1/07/2015

CONTRACTORS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED \$ 141,272.60 *E. Ghatsode*

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

By: *Ghatsode Bannan* Date: 1.6.15

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

HODGETTS • FUNG
DESIGN AND ARCHITECTURE

hplusf.com

phone 323.937.2150
fax 323.937.2151

5837 West Adams Boulevard
Culver City, California 90232

RECEIVED

JAN 08 2015

Business Office - C.C.I.L.S.D.

INVOICE

To:	Culver City Unified School District 4034 Irving Place Culver City, California 90230	Invoice Date:	January 5, 2015
		Invoice Number:	HF15-01
		Project:	Robert Frost Auditorium
		Description:	SD through CA
Atten:	Mike Reynolds	Payment Due:	Net 30

PROFESSIONAL SERVICES

<u>FEES</u>			
PHASE II	DESIGN DEVELOPMENT	100% Completion	\$185,480.00
	(See attached summary of services performed)		

REIMBURSABLE EXPENSES

In-House Printing

(7)	8.5x11 Color Bond @ \$.99 ea	Structural Mtg 11.13.14	\$6.93	} No BACK UP
(8)	11x17 Color Bond @ \$1.98 ea	Stage Concepts Mtg 9.25.14	\$15.84	
(1)	18x24 Color Pres. @ \$12.00 ea	As Built Mechanical Fire Dept	\$12.00	
(57)	8.5x11 B/W Bond @ .08 ea	Documents for Consultant Mtgs	\$4.56	
(112)	11x17 B/W Bond @ \$.18 ea	Drawings for Consultant Mtgs	\$20.16	
(5)	30x42 B/W Bond @ \$13.13 ea	BOH & Stage Floor/Fire Dept	\$65.65	
(1)	36x48 B/W Bond @ \$18.00 ea	Model footprint	\$18.00	

Reproduction

8.26.14	Cybercopy	PowerPoint printout for Board (11 COPIES)	\$67.41
11.13.14	Cybercopy	DD set/Fire Dept	\$91.37 ✓
11.24.14	Cybercopy	Specifications/Cost Estimator	\$199.42
		DD Submittal to District (2 1/2 SIZE SETS)	

Materials

11.10.14	Graphaids	Museum Board (1 BOARD)	\$12.76
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Mileage

9.16.14	Sullivan Partnership	Mtg @ H+F (FROM / TO ? MEETING PURPOSE ?)	\$16.50
		5% admin markup	\$26.53

Total Due This Invoice \$186,037.13

HODGETTS•FUNG
DESIGN AND ARCHITECTURE

hpplusf
5837 West Adams Boulevard
Culver City, California 90232

January 22, 2014

Mike Reynolds
Assistant Superintendent
Culver City School District
4401 Elenda St.
Culver City, CA
90230

Mike,

In preparation for our submittal to the Division of the State Architect, please prepare a check in the amount of \$3,600 to cover the cost of the geohazard report review for the renovation of the Frost Theater.

This fee covers the review of Harrington Geotech's soils and geohazard report by the California Geological Survey. We must submit it to the CGS before we submit to the DSA.

Please make the check out to the **California Geologic Survey**, and send it to me so I can include it with the application.

For reference, the project tracking number is 64444-25.

Thanks and regards,

Alexander Sexsmith

Mike Reynolds

From: Alexander Sexsmith
Sent: Thursday, January 15, 2015 4:47 PM
To: Reynolds, Mike (MikeReynolds@ccusd.org)
Cc: charles.wren@weareharris.com
Subject: DSA Fees
Attachments: 141016_Forms_DSA_10.pdf

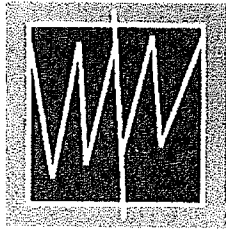
Mike,

As we prepare to submit the project to DSA, we are double-checking all the submittal requirements. Assuming the project is roughly \$6M, we will need to submit a check with the project for \$54,250 for plan review.

Thanks, Alex

* * * * *

Alexander Sexsmith
Hodgetts + Fung | *Design and Architecture*
5837 West Adams Blvd Culver City, California 90232
P | [323.937.2150](tel:323.937.2150) E | asexsmith@hpluf.com



Westberg + White, Inc.
 14471 Chambers Road, Suite 210
 Tustin, CA 92780-6964
 (714) 508-1780

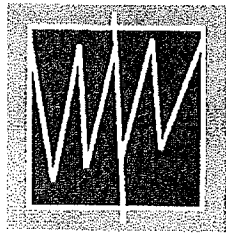
Invoice

Date	Invoice #
8/31/2014	10108

Bill To
Culver City Unified School District 4034 Irving Place Culver City, CA 90232-2848

Project
Project 6051 Culver City Middle School Elevator Culver City High School Elevator Culver City High School Computer Room Culver City High School A/C

Description	Contract	Prior Billings	% Complete	Current Billing
Schematic Design Phase	21,500.00	21,500.00	100.00%	0.00
Construction Drawings & DSA Phase	43,000.00	43,000.00	100.00%	0.00
Construction Bidding Phase	4,300.00		100.00%	4,300.00
Construction Administration Phase	17,200.00		20.00%	3,440.00
Architects Fee \$86,000.00				
Please remit to above address.		Total		\$7,740.00



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 14471 Chambers Road, Suite 210
 Tustin, CA 92780-6964
 (714) 508-1780

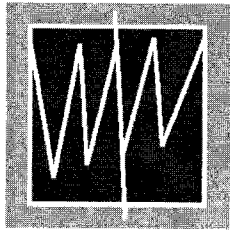
Invoice

Date	Invoice #
11/30/2014	10174

Bill To
Culver City Unified School District 4034 Irving Place Culver City, CA 90232-2848

Project
Project 6051 Culver City Middle School Elevator Culver City High School Elevator Culver City High School Computer Room Culver City High School A/C

Description	Contract	Prior Billings	% Complete	Current Billing
Schematic Design Phase	21,500.00	21,500.00	100.00%	0.00
Construction Drawings & DSA Phase	43,000.00	43,000.00	100.00%	0.00
Construction Bidding Phase	4,300.00	4,300.00	100.00%	0.00
Construction Administration Phase	17,200.00	3,440.00	60.00%	6,880.00
Architects Fee \$86,000.00				
Please remit to above address.		Total		\$6,880.00



Westberg + White, Inc.
 14471 Chambers Road, Suite 210
 Tustin, CA 92780-6964
 (714) 508-1780

Invoice

Date	Invoice #
12/15/2014	10189

Bill To
Culver City Unified School District Mike Reynolds, Asst. Supt. Business Svcs 4034 Irving Place Culver City, CA 90232

Project
W+W Project 10019 Culver City High School Athletic Field Improvements

Description	Contract	Prior Billings	% Complete	Current Billing
Phase 1-Summer 2013				
Pre-Design/Architectural Program Development Phase (2.5%)	10,507.00	10,507.00	100.00%	0.00
Schematic Design Phase (10%)	42,027.00	42,027.00	100.00%	0.00
Design Development Phase (17.5%)	73,548.00	73,548.00	100.00%	0.00
Construction Documents Phase-Submittal to DSA (30%)	126,084.00	126,084.00	100.00%	0.00
Construction Documents Phase-Approval by DSA (5%)	21,014.00	21,014.00	100.00%	0.00
Construction Bidding Administration Phase (2%)	6,130.00	6,130.00	100.00%	0.00
Construction Administration Phase (23%)	70,500.00	70,500.00	100.00%	0.00
Close Out Phase-Generate Punch List (2%)	6,130.00	6,130.00	100.00%	0.00
Close Out Phase-Sign off on Punch List (2%)	6,130.00	6,130.00	100.00%	0.00
Close Out Phase-Received and Review all M & O Documents (2%)	6,130.00		0.00%	0.00
Close Out Phase-Filing all DSA required Close Out Documents (2%)	6,130.00		0.00%	0.00
Close Out Phase-Receiving DSA Close Out, including DSA approval of the final As-Built set of Drawings (2%)	6,130.00		0.00%	0.00
Phase 2-Summer 2014				
Pre-Design/Architectural Program Development Phase (2.5%)	3,892.00		100.00%	3,892.00
Schematic Design Phase (10%)	15,566.00		100.00%	15,566.00
Design Development Phase (17.5%)	27,242.00		100.00%	27,242.00
Construction Documents Phase-Submittal to DSA (30%)	46,699.00		0.00%	0.00
Construction Documents Phase-Approval by DSA (5%)	7,783.00		0.00%	0.00
Construction Bidding Administration Phase (2%)	3,113.00		0.00%	0.00
Construction Administration Phase (23%)	35,803.00		0.00%	0.00
Close Out Phase-Generate Punch List (2%)	3,113.00		0.00%	0.00
Close Out Phase-Sign off on Punch List (2%)	3,113.00		0.00%	0.00
Close Out Phase-Received and Review all M & O Documents (2%)	3,113.00		0.00%	0.00
Close Out Phase-Filing all DSA required Close Out Documents (2%)	3,113.00		0.00%	0.00
Close Out Phase-Receiving DSA Close Out, including DSA approval of the final As-Built set of Drawings (2%)	3,113.00		0.00%	0.00
Phase 1-Summer 2013				
Actual Construction Cost \$4,850,000.00				
Architects Fee \$380,460.00				
Phase 2-Summer 2014				
Actual Construction Cost \$3,632,966.00				
Architects Fee \$155,663.00				
Total Construction Cost \$8,482,966.00				
Total Architects Fee \$536,123.00				
Please remit to above address.			Total	\$46,700.00

BOARD REPORT

1/27/15
14.2a

14.2a Approval is Recommended for the Contract between S.T.A.R., Inc. and Culver City Unified School District

Intensive Professional Development will be provided at El Rincon School by S.T.A.R. They will model a total of 52 labs for Kindergarten through Grade 5 students and teachers, as part of an on-going STEM (science, technology, engineering and mathematics) implementation from January 29, 2014 through June 13, 2014.

RECOMMENDED MOTION: That the Board approves the Contract between S.T.A.R., Inc. and Culver City Unified School District.

Moved by:

Seconded by:

Vote:

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 9 day of January, 2015 by and between El Rincon Elementary School, 11177 Overland Avenue Culver City, CA 90232 ("School") and S.T.A.R. Inc., a California non-profit corporation, 10117 West Jefferson Boulevard, Culver City, California 90232, I.D. No. 95-4430228, ("Consultant"), as follows:

1. Description of Services: School has engaged Consultant and Consultant has agreed to provide services to School at El Rincon Elementary, as follows:



NGSS INQUIRY SCIENCE LAB & Professional Development K-2nd GRADE

NGSS Inquiry Science Lab is hosted by STAR Education Science specialists. Each student and teacher will participate in guided inquiry based hands-on science experiments highlighting the Next Generation Science Standards. Students will learn how to think and speak like real scientists. Teachers will learn how to facilitate guided inquiry labs. All experiments are aligned to the Next Generation Science Standards.

Through guided NGSS inquiry based learning students and teachers will carry out investigations using a variety of methods to communicate their ideas, such as journaling, speaking, and writing. Above all, questions will be valued and enjoyed as part of every-day learning, and students will become comfortable expressing ideas and opinions, and encouraged to share information. In this lab, their thinking will be solicited and honored, and they will know what they are doing and why.

3, 40-50 minute sessions for 5, Kinder Classes
3, 40-50 minute sessions for 4, 1st Grade Classes
3, 40-50 minute sessions for 4, 2nd Grade Classes

Days: TBA February 2015- April 2015

Fee: (\$100 per lab)(39 labs)= \$3,900

- 5% STAR Discount \$195

= \$3,705



NGSS INQUIRY SCIENCE LAB & PROFESSIONAL DEVELOPMENT
3rd-5th GRADE

NGSS Inquiry Science Lab is hosted by STAR Education Science specialists.

Each student and teacher will participate in inquiry based hands-on science experiments highlighting the Next Generation Science Standards. Students will experience what it is like to be a scientist as they question, create hypotheses, experiment and investigate. Teachers will learn how to facilitate guided inquiry labs. All labs are aligned to the Common Core, California and Next Generation Science Standards.

Students will carry out investigations using a variety of methods to communicate their ideas, such as journaling, speaking, writing and graphing. Above all, questions will be valued and enjoyed as part of every-day learning, and students will become comfortable expressing ideas and opinions, and encouraged to share information. In this lab, their thinking will be solicited and honored, and they will know what they are doing and why.

4, 60 minute sessions for 3 3rd Grade Classes

4, 60 minute sessions for 4 4th Grade Classes

4, 60 minute sessions for 3 5th Grade Classes

Days: TBA January 2015

Fee: (\$100 per lab)(40 labs)= \$4,000

- 5% STAR Discount \$200

= \$3,800

Grand Total= \$7,505

Dates & Times: TBA

2. **Term of Services: Consultant will provide the Program to School from January 22, 2015 through April 24, 2015 (the "Term").**

3. **Program Fees; Payment: School agrees to pay from District Program Budget No. _____ and Consultant agrees to accept as full payment from School for the services described in paragraph 1., above, **\$7,505.00** (STAR discount included).**

a. School agrees that the maximum student enrollment for the Program will be not more than **650** students and not less than **25** students.

b. School agrees to pay fee before April 10, 2015.

4. Background Checks: At the time of commencement of this agreement, and during its entire term, the employees of Consultant, including all subcontractors, will comply with the provisions of Education Code Section 45125.1 when School determines that the Consultant's employees and/or subcontractors will have more than limited contact with School pupils in the performance of work under this agreement. Consultant will:

a. Provide for the submission of fingerprints of its employees, and the employees of all subcontractors who have more than limited contact with School pupils to the California Department of Justice ("CDOJ") in a manner authorized by the CDOJ.

3. Keep, upon receipt of employee clearances from the CDOJ, such clearances on file and make them available for inspection by School or its designee, upon request.

5. Independent Contractor: Consultant's furnishing of services pursuant to this agreement at all times will be as an independent contractor. Nothing in this agreement will create the relationship of association, partnership, joint venture or agency between Consultant and School. Neither Consultant nor School will have the authority to bind the other or its representatives in any way. Consultant will be responsible for payment of all taxes and payroll withholdings required by law or regulation for its services.

6. Confidentiality: During the Term of this agreement School may acquire confidential information and trade secrets concerning Consultant's operations, its future plans and its methods of doing business including, by way of example, highly proprietary information about the Consultant's processes, product development and marketing. This information would be extremely damaging to Consultant if disclosed to a competitor or made available to any other person or corporation. School understands that such information is divulged to School in confidence and School agrees that School will keep it in confidence and not disclose or communicate such information to any third party, unless Consultant gives School written authorization or disclosure is required by law.

7. Warranties: a. School Warranties: School represents, warrants and covenants that School has the full right, power and authority to enter into this agreement and perform all of its obligations.

b. Consultant Warranties: Consultant represents, warrants and covenants that Consultant has the full right, power and authority to enter into this agreement and perform all of its obligations.

8. Indemnities: a. School's Indemnity: School will indemnify, defend and hold harmless the Consultant, its board of directors, employees, volunteers, agents, successors and assigns against any liability, damages, claims or expenses (including reasonable attorneys' fees) that Consultant may suffer or incur as a result of School's breach of any representations, warranties or obligations.

b. Consultant's Indemnity: Consultant will similarly indemnify, defend and hold harmless the School, its governing board, officers, employees and agents from and against any

liability and expense (including reasonable attorneys' fees) that the School may suffer or incur as a result of Consultant's breach of any representations, warranties or obligations.

9. Insurance: During the entire term of this agreement and any extension or modification thereof, Consultant will keep in effect a policy or policies of general liability insurance of \$2,000,000.00 aggregate and \$1,000,00.00 for each occurrence for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and \$1,000,000.00 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, Consultant will provide School with satisfactory evidence of insurance, naming the School as an additional insured, including a provision for a twenty (20) calendar day written notice to the School before cancellation or material change, evidencing the above specified coverage. The Consultant will, at its own cost and expense, procure and maintain insurance under the Workers' Compensation Law of California..

10. General Provisions:

a. Notices: Any notices to be given hereunder by either party to the other may be effected at the addresses provided above either by personal delivery in writing, electronic transmission or by mail, registered or certified, postage prepaid, with return receipt requested.

b. Captions: Paragraph headings are for guidance only and will not be of any effect in construing the contents of the respective paragraphs.

c. Entire Agreement: This Agreement supersedes any agreements, whether oral or written, between the parties hereto with respect to the rendering of services by Consultant and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification to this agreement will be effective only if it is in writing and signed by both parties.

d. Governing Law: This agreement is governed by and will be construed in accordance with the laws of the State of California.

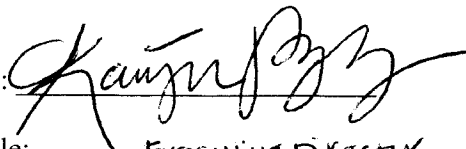
e. Assignment: Neither party may assign this agreement. This agreement will inure to the benefit of and be binding upon School and Consultant.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth above.

El Rincon Elementary School

S.T.A.R. Inc., a non-profit corporation

By: _____

By:  _____

Title: _____

Title: Executive Director

BOARD REPORT

1/27/15
14.3a

14.3a Resolution #10/2014-2015 Continue Funding to Support CTE/ROP

We have been informed by the Los Angeles County Superintendent of Schools that we will no longer be receiving our annual ROP funding distribution effective July 1, 2015 due to their decision to “sweep” the ROP funding into other programs of their own choosing, as permitted, but not mandated, by the Local Control Funding Formula. We vigorously oppose this action as it will eliminate our annual ROP funding and restrict our ability to enhance our critical CTE programs.

RECOMMENDED MOTION: That the Board of Education approve the attached Resolution #10 / 2014-2015 urging LACOE to continue funding to support the CTE/ROP programs.

Moved by:

Seconded by:

**CULVER CITY UNIFIED SCHOOL DISTRICT
RESOLUTION #10 / 2014-2015**

Resolution of the Board of Education of Culver City Unified School District to the Los Angeles County Office of Education Superintendent and Board of Education to Continue Funding to Support CTE/ROP Programs

WHEREAS, the Board of Education of Culver City Unified School District believes in and supports the importance of the District's ROP/Career Technical Education (CTE) program to prepare students to be both college and career ready and to equip students with the 21st Century skills that will provide the tools to be successful in their education, their careers and throughout their lives; and

WHEREAS, 23 school districts in Los Angeles County have partnered with the Los Angeles County Office of Education (LACOE) to provide Regional Occupational Programs (ROP) and opportunities to hundreds of thousands of students in Los Angeles County; and

WHEREAS, the District and the Los Angeles County Office of Education have enjoyed a 40 year partnership which will be dissolved due to the actions of the Los Angeles County Office of Education Superintendent and the LACOE Board of Education's decision to discontinue funding of CTE programs; and

WHEREAS, funds generated through average daily attendance (ADA) of over 663 CCUSD students enrolled in CTE Programs on a yearly basis, should be allocated to programs that directly support them; and

WHEREAS, the immediate loss of \$762,404 dollars will adversely affect the District's ability to provide high quality CTE programs including College and Career Pathways to our students; and

WHEREAS, LACOE representatives repeatedly promised the 23 school districts in the consortium a "soft" landing where money would be reduced over a six-year period; and

WHEREAS, the removal of 33 CTE course offerings will limit Culver City Unified School District's students' ability to earn elective credit to meet graduation requirements, A-G requirements for college entrance and earn industry-recognized certifications;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of Culver City Unified School District strongly encourages the LACOE Superintendent and the LACOE Board of Education to meet the promise of a "soft" landing and provide funding to the students that generated this funding in a prorated manner over the next six years so that students are prepared for the futures they deserve.

ADOPTED, SIGNED AND APPROVED this 27th day of January, 2015.

CULVER CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

President

ATTEST:

Secretary

BOARD REPORT

**1/27/15
14.3b**

14.3b Ratification of the Filing of the Notice of Completion for Solar Panel Project

At this time we need to ratify the Notice of Completion for the solar panel project filed on June 30, 2014 with the Los Angeles County Registrar-Recorder. Approval is needed at this time in order to release the retention payment to the project contractor, SunPower.

RECOMMENDED MOTION: That the Board of Education of Culver City Unified School District ratify the filing of the Notice of Completion for the solar panel project.

Moved by:

Seconded by:

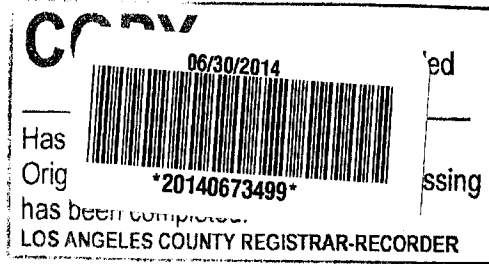
Vote:

RECORDING REQUESTED BY
CULVER CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AND WHEN RECORDED MAIL TO:

CULVER CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Business Services Department
4034 Irving Place
Culver City, CA 90232



NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 3093 of the Code of Civil Procedure of the State of California, that the CULVER CITY UNIFIED SCHOOL DISTRICT of Los Angeles County, as Owner of the property hereinafter described,

On or about the 26TH DAY OF JUNE, 2012 duly entered into a

Contract with SUNPOWER CORPORATION

Of the City of ANAHEIM, CALIFORNIA

For the work of CARPORT SOLAR STRUCTURE

At the CULVER CITY HIGH SCHOOL

Located at 4401 ELENDA STREET, CULVER CITY, CA 90230

The Work contemplated in the contract has been completed on the 30TH DAY OF JUNE, 2014, and accepted by the CULVER CITY UNIFIED SCHOOL DISTRICT on the 30TH DAY OF JUNE, 2014.

I certify under penalty of perjury that the foregoing is true and correct.

CULVER CITY UNIFIED SCHOOL DISTRICT

MIKE REYNOLDS

Assistant Superintendent, Business Services

6/30/2014
Date

LOS ANGELES, CALIFORNIA

BOARD REPORT

**1/27/15
14.3c**

14.3c Approval of Agreement with SCI Consulting Group

At this time we need to approve the agreement with SCI Consulting Group for parcel tax administration, including property data and maps, for fiscal year 2014-15 for a fee not to exceed \$4,786.49.

RECOMMENDED MOTION: That the Board of Education approve the attached agreement with SCI Consulting Group.

Moved by:

Seconded by:

Vote:

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made as of September 1, 2014, between **Culver City Unified School District** ("District"), a California public school district, and **SCI Consulting Group** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$84,100 in 2014; and

WHEREAS, the District is in need of these special services; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform the services required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Consultant shall furnish to the District the services as described in **Exhibit "A"** attached hereto ("Services").
- 2. **Term.** The term of this Agreement commences on September 1, 2014 and automatically expires on June 30, 2015 ("Term") unless this Agreement is terminated and/or otherwise canceled prior to that time. . Consultant shall commence the Services at the commencement of the Term and will diligently perform such Services as required until the expiration of the Term.
- 3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

- X Signed Agreement
- Workers' Compensation Certificate
- Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- X W-9 Form
- _____
- _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a fee not to exceed Four Thousand Seven Hundred Eighty Six Dollars and 49 cents (\$4,786.49).

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid

or incurred by Consultant in performing Services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, representatives, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

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

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

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

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for four (4) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audits may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audits during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.

12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions ("claims") of any kind, nature, and description, including, but not limited to,

personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reasonably reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.4. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

- b. For any claims related to the Services, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.1.5. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.1.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.1.7. Consultant shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

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

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

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

18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the

District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **Fingerprinting of Employees.** The Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

20. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

20.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

20.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination or expiration of this Agreement.

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

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
Attn: Mike Reynolds, Assistant
Superintendent of Business Services
Tel: (310) 842-4220 Ext. 4226
Fax: (310) 842-4322

SCI Consulting Group
4745 Mangels Blvd.
Fairfield, CA 94534
Tel: (707) 430-4300

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

25. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

26. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's governing board. Services shall not be rendered until Agreement is approved.

27. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

28. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

29. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

[Signatures on Following Page]

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

District:

Consultant:

Culver City Unified School District, a California public school district

SCI Consulting Group

Date: _____, 2015

Date: _____, 2015

By: _____

By: _____

Print Name: _____

Its: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

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

Exhibit "A"

Scope of Services

SCI Consulting Group

During the Term, Consultant agrees to provide District with the following:

Parcel Tax Administration Documents required for Measure EE Fiscal Year 2014-15.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

Date: _____

Name of Consultant: **SCI Consulting Group**

Representative's Name and Title: _____

Signature: _____

(In accordance with Article 5 (Sections 1860 and 1861) of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

BOARD REPORT

**1/27/15
14.3d**

14.3d Ratification of Agreement with UCLA

At this time we need to ratify the agreement with UCLA for providing temporary aquatic practice facilities, including facility rental and lifeguard service, for the CCHS water polo team practice and games for a fee not to exceed \$3,417.58.

RECOMMENDED MOTION: That the Board of Education ratify the attached agreement with UCLA.

Moved by:

Seconded by:

Vote:

**UNIVERSITY OF CALIFORNIA, LOS ANGELES
SPECIAL EVENTS AGREEMENT**

This Agreement is made as of January 7, 2015 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation, on behalf of its Los Angeles Campus' Department of Cultural and Recreational Affairs (hereinafter called "University"), and CULVER CITY UNIFIED SCHOOL DISTRICT (hereinafter called "Producer").

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. **Event:** Producer agrees to present water polo team practice and competition for Producer's participants (hereinafter called "Event") at Student Activities Center Pool. The Event shall take place on dates and times set forth in Exhibit "A" attached hereto.

2. **Budget and Compensation:**

- a. Producer agrees to pay University **\$3,417.58** upon execution of this Agreement for the minimum services listed below.

Budget -	Facility Rental Fee -	\$2,700.00
	Lifeguard Fee -	\$ 717.58
	Total -	\$3,417.58

- b. Should actual costs of the Event exceed the estimate, the balance is due on or before February 6, 2015.
 - c. All payments shall be made by cashiers, certified or corporate check payable to THE REGENTS OF THE UNIVERSITY OF CALIFORNIA.
 - d. Producer agrees that if all payments specified above are not made by specified dates, University retains the right to cancel Event and nullify this Agreement. Producer further agrees that in the event of cancellation for non-payment, University will retain any monies paid to University for charges incurred to date of cancellation, also see Paragraph 19 of this Agreement.
3. **Rights and Duties:** The parties hereto agree to act reasonably and in good faith in connections with the performance of all the terms and conditions of this Agreement and in exercising all rights and obligations with respect thereto.
 4. **Venues to be provided by University:** Except under the conditions as outlined in paragraph 5b, University agrees to furnish the venues for the period of time specified in Exhibit "A" attached hereto. The named venues are hereinafter referred to as "Venues."

- a. Student Activities Center Pool
- b. Shared, non-exclusive use of Student Activities Center Locker Rooms
- c. North Pool
- d. Shared, non-exclusive use of North Pool Locker Rooms

5. **Services to be provided by University to Producer at Producer's expense:** University agrees to provide at Producer's expense the services and equipment set forth below.

- a. University will provide access to parking space in Lot 4. Event participants and guests shall be responsible for the purchase of parking permits. Parking permits available are daily

permits payable at the parking kiosk located at Westwood and Sunset Boulevards or at the pay station in the lot. There is no guarantee that all options will be available each day of the Event. All participants and guests must have a valid permit to avoid citation.

- b. University will provide lifeguard services in order to meet its obligations under California law. If for any reason University is unable to provide lifeguard service, University will consider the Venue unavailable. The Venue may become unavailable due to inability to provide lifeguard service at any time and University is under no obligation to provide any prior notice. If University makes the Venue unavailable to Producer due to inability to provide lifeguard service, Producer will not be charged for that time period that the Venue was unavailable. Under no circumstances will Producer or any of Producer's participants, guests or invitees be allowed entrance to any of the Venues should University be unable to provide lifeguard service.

Any service or equipment requests by Producer that are not listed will be an additional cost to Producer.

6. **Services to be provided by Producer at Producer's expense:** Producer agrees to provide at Producer's expense the services and equipment as set forth below:
 - a. Following the execution of the Agreement, if Producer desires to use the name or marks of the University in advertising, Producer must obtain the prior written approval of University, including approval of design, production and placement. Producer shall provide necessary materials and advertising schedules for written approval before such materials are to be submitted for printing, publication, viewing or display.
 - b. **Alcohol: There will be no alcohol for this Event.**
 - c. Any equipment which the Producer requires that has not been contracted for in the Agreement and which is not readily available at the University will be acquired at Producer's sole discretion and expense.
 - d. All performer/participant fees and related benefits as required by Producer at Producer's sole discretion.
 - e. Transportation for all participants to and from the place of the Event as required by Producer.
 - f. Producer is solely responsible for supervision of all of Producer's participants, guests and invitees at all times. While University will provide lifeguard service at the pool, all participants in the pool and pool area must be supervised by a qualified coach at all times. The University does NOT provide supervision or security services in the locker rooms.
 - g. Food and beverage is not allowed. Water in a closable plastic container is acceptable.
 - h. Clean up will be provided by Producer or \$150.00 per day will be assessed to cover the cost and may result in University's inability to contract with the Producer in the future.
7. **Swimming Pool Use and Safety Rules:** Producer is required to ensure that participants, guests and invitees of the Event abide by the rules and regulations contained in the document, "SAC and NORTH Pool Use and Safety Rules", Exhibit "C" attached hereto. Producer is required to

review said documents with the Sunset Canyon Recreation Center Aquatics Coordinator prior to the Event. Producer will be provided a copy of the documents for purposes of copying and disseminating to Producer's participants, guests and invitees. Failure of anyone to abide by the rules and regulations contained in "SAC and NORTH Pool Use and Safety Rules" and/or instructions, directions given by the lifeguards may result in closure of the Venue to Producer and Producer's participants, guests and invitees.

8. **Reproduction of the Event:** University shall permit Producer to photograph or otherwise record the Event at the Venues for news coverage/archival use only. Producer agrees to obtain University's prior approval and to follow guidelines delineated in the UCLA Photography, Motion Picture and Television Permit in the event Producer desires to film, videotape, televise (live) or replicate the Event in any other form or manner other than news coverage or archival. Producer also agrees that use of the University names, marks and logos is restricted and Producer further agrees that Event shall not make use of University names, marks or logos without prior written consent of University in any way in reproduction of Event.
9. **Merchandise Sale:** Producer is expressly prohibited, during the Event, from selling any programs, foodstuffs, records, tapes, clothing or any other item on the campus of the University.
10. **Marks:**
 - a. Producer acknowledges that University owns several names, symbols, service marks, trademarks and logos (hereinafter called "Marks") associated with each of its campuses, including UCLA. Producer agrees that it shall not sell or distribute any merchandise bearing any Marks, nor permit or attempt to permit others to do so.
 - b. University shall not make any written or other use or reference to the names, marks, emblems, designs or terminology of the Producer or of the Event for any purpose without first obtaining the prior written approval of Producer.
11. **Use of Campus Facilities:** The University maintains strict control over its facilities and their usage for purposes of advertisement and promotion of public events. Placement, location and text of any posters, banners, announcements, informational signs or directional signs on campus shall be subject to the approval of University, in accordance with applicable University policies and regulations as they exist at the time of the Event. Any changes in the characteristics of the Event, which might impact the integrity of the Venues, must also be approved by University. Subject to University's consent, University shall permit Producer and persons authorized by Producer to erect and maintain signs, banners and other advertisements at designated locations throughout the dates of the Event and for a reasonable time prior to the start of the Event.
12. **Condition of Venues:** On each day of the Event and prior to Producer's occupation of the Venues, a Producer representative and a University representative shall inspect and examine the Venues. Both representatives shall note any problems, defects or extraordinary wear and tear that exists on each Venue at the time of such inspection. University warrants that the Venues shall remain substantially unchanged between the time of inspection and the time of occupation. On each day of the Event, immediately following the last scheduled activity, the representatives shall jointly re-inspect each Venue to establish the condition thereof and determine if there has been any damage to the Venue, normal wear and tear excepted. Damages will include any fecal contamination that results in a required Venue closure greater than thirty (30) minutes. If a Venue has been damaged, it shall be restored at the University's sole discretion to its pre-existing

condition and the Producer shall pay University for the reasonable costs of such restorations.

13. Modification of Services Authorization:

- a. If Producer requests modifications of, or additional services pursuant to this Agreement, then the only persons who may authorize such requests are:

For University:

Dana Dickerson
UCLA Cultural & Recreational Affairs

or

Rich Mylin
UCLA Cultural & Recreational Affairs

For Producer:

Tom Salter
Culver City Unified School District

or

Mike Reynolds
Culver City Unified School District

- b. In no event will either party be responsible, financially or otherwise, for any services that are not authorized in writing prior to performance of modification of services.
- c. Except as explicitly provided in this Agreement, Producer shall make no alterations or additions to the Venues without the written consent of University. At the request of Producer, University will consider making alterations or additions to the Venues at a cost to be negotiated. If such alterations or additions are made, the Venues will be restored to their original condition at Producer's expense at the close of the Event.

14. Liability and Insurance:

- a. ~~Producer shall defend, indemnify and hold University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Producer, its officers, agents, employees, guests, invitees, vendors and participants.~~
- b. University shall defend, indemnify, and hold Producer, its officers, agents and employees, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents or employees.
- c. Producer agrees to maintain, at Producer's expense, a policy or policies of comprehensive or commercial general liability insurance, including bodily injury and property damage, providing a contractual liability endorsement insuring Producer, its officers, agents,

employees, guests and vendors and University, its officers, agents and employees with limits not less than \$2,000,000 each occurrence and \$5,000,000 in the aggregate. In addition, Producer shall require all vendors to provide evidence of similar General Liability insurance to University naming University, its officers, agents and employees as additional insured with limits not less than \$2,000,000 each occurrence and \$5,000,000 in the aggregate. Producer and vendors shall submit a certificate of insurance evidencing such coverage naming THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents and employees as additional insured for the Event. Producer also agrees to maintain business auto liability insurance covering all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 combined single limits for bodily injury and property damage. Producer and vendors will also maintain Workers' Compensation Insurance as required under California law. Finally, Producer will maintain and provide evidence of fire and extended coverage insurance protection for Producer's equipment and sundry personal property. University must have evidence of the above-listed insurance no less than ten (10) working days before the Event. Such certificate(s) shall specify that coverage will not be canceled, changed or reduced until after thirty (30) days written notice to the University. Failure to abide by the requirements in this subparagraph shall be grounds for cancellation of this Agreement.

- d. Producer shall be financially responsible for repairs to or replacement of any University-provided equipment and/or facilities utilized or occupied in connection with this Agreement that is damaged or destroyed as a consequence of the Event, provided that such damage is caused by the actual or claimed tortious conduct (active or passive) of Producer, vendors, or their respective officers, agents, employees, guests, invitees or participants.
- e. If Producer provides equipment for the Event, University shall be defended, held harmless and indemnified from any and all claims of accident or injury sustained or alleged to have been sustained as the result of the use of said equipment, except to the extent that such claim is caused by a negligent act or omission of University, its officers, agents, students or employees.
- f. Producer is solely responsible and agrees to defend, hold harmless and defend University from any liability that arises from a performer, vendor operations, or Event participant during the Event.

15. **University Waivers:** Producer shall have and provide a copy of the University's waiver with an original signature of a parent or legal guardian of each of Producer's minor participants, guests and invitees on or before the time and date of the Event. Producer shall collect said waivers from all participants, guests and invitees and turn them in to University. It is Producer's sole responsibility to ensure that the parents or legal guardians of all of Producer's minor participants, guests and invitees have executed a waiver on or before the time and date of the Event. University reserves the right not to provide services to and/or disallow entrance to the Venues and Event to Producer and any of Producer's participants, guests and invitees who has not provided University said waiver.
16. **Force Majeure:** Neither Producer nor University shall be liable for failure of the Event participants to appear, present or perform if such failure is caused by or due to a natural disaster that affects the Venue(s), causes physical disability to Event participants or because of acts or regulations of public authorities other than University, civil tumult, terrorist activity, epidemic, interruption or delay of transportation services or any cause beyond the control of Producer or University. In the event that the Venue(s) are unavailable due to a natural disaster, destruction or

any cause beyond the control of the parties, and if the Event has not begun, University and Producer each shall have the independent right to terminate this Agreement. In that event, University shall refund all moneys previously paid by Producer, except for costs paid and/or contracted for commitments, which cannot be cancelled, and except for the Facilities Rental Fee, which is non-refundable.

17. **Fire and Life Safety Event Protection:** Producer acknowledges the obligation to comply with the requirements imposed by the UCLA Fire Marshal. The Venue is a non-smoking environment.
18. **Cancellation:** All Facility Rental Fees are due regardless of cancellation and amount of notice. Should Producer cancel confirmed Event dates and/or times up to 24 hours prior to the confirmed and scheduled time, Producer will only be charged 50% of the full lifeguard service rate as outlined in Exhibit "B". If Producer cancels confirmed Event dates and/or times with less than 24 hours notice prior to the confirmed and scheduled time, Producer will be charged for the full lifeguard service rate as outlined in Exhibit "B". Except as provided in paragraph 17, above, Producer shall be responsible for University's out-of-pocket expenses and/or any expenses that have been incurred to date of cancellation necessitated either by change of date, cancellation by University for non-payment of Event charges or cancellation by Producer after promotion has begun. All such expenses shall be determined by University and will be presented to Producer, with substantiation, within thirty (30) working days following the contracted date(s) of the Event. Producer shall reimburse University by cashiers check made payable to THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, within ten (10) working days following receipt of such statement.
19. **Exhibit Modifications:** This contractual Agreement includes the following Exhibits, attached hereto:
 1. "A"- Schedule of Activities
 2. "B"- Event Budget Estimate
 3. "C"- SAC and NORTH Pool Use and Safety Rules

University and Producer acknowledge that the Exhibits may be subject to modification, but in no event shall an Exhibit modification be effective unless evidenced in writing, and signed by both parties. In the event an Exhibit is modified, the signed modification bearing the latest date shall be attached to this Agreement, superseding all earlier versions of such Exhibit.

20. **Authority to Bind University:** Producer acknowledges and agrees that all negotiations in connection with this Agreement shall be with the Cultural and Recreational Affairs Department of the University of California, Los Angeles, which is the sole department authorized to represent University in this matter.
21. **Warranties:** Producer warrants that it has full and current legal authority to act and contract for the Event. University warrants that it has full and current legal authority to act and contract for the Event.
22. **Oral Representation:** No representation, warranty, condition or agreement of any kind or nature shall be binding upon the parties unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall exist or bind any of the parties

hereto.

23. **Arbitration:** Any dispute between the parties arising under or related to this Agreement shall be resolved by arbitration which shall be held at Los Angeles, California and conducted in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses of the arbitration, except that the arbitrator's fee and cost shall be borne equally by the parties.
24. **Choice of Law:** The laws of the State of California shall govern this Agreement.
25. **Relationship Between Parties:** This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Producer and University, or between the Event and University.
26. **Severability:** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
27. **Waiver:** Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences.
28. **Amendments:** The parties may agree to one or more amendments to this Agreement, at which time those amendment(s) shall become incorporated into this Agreement when amendment(s) has been signed by both parties.
29. **Compliance with Law:** Both parties shall comply at all times with all ordinances, laws and regulations affecting the use and occupancy of the facilities.
30. **Conflict:** To the extent there is any conflict between the terms of this "Special Events Agreement" and the Exhibits, the terms of the Exhibits shall take precedence.
31. **Effective Date:** This Agreement will become effective when countersigned by the University on behalf of the Regents of the University of California.

32. **Notices:** For purposes of this Agreement, unless otherwise indicated, all notices shall be made as follows:

For University:
University of California
Cultural & Recreational Affairs
Sunset Canyon Recreation Center
2131 John Wooden Center
Los Angeles, CA 90095-1612
Attn: Dana Dickerson
(310) 825-8832 office
(310) 825-6321 FAX

For Producer:
Culver City Unified School
District
4401 Elenda St.
Culver City, California 90230
Attn: Tom Salter
(310) 842-4200 ext 6130

ACCEPTED AND AGREED

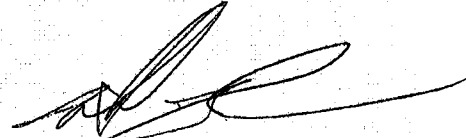
THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA/UCLA DEPARTMENT
OF CULTURAL AND RECREATIONAL
AFFAIRS ("UNIVERSITY")

By: _____
Michael C. Deluca

Its: Assistant Vice Chancellor,
Campus Life

Date: _____

CULVER CITY UNIFIED SCHOOL
DISTRICT ("PRODUCER")

By: 
Mike Reynolds

Its: Assistant Superintendent

Date: 1/7/2015

UNIVERSITY OF CALIFORNIA, LOS ANGELES
SPECIAL EVENTS AGREEMENT

Culver City Unified School District
January 12, 2015-February 3, 2015

EXHIBIT "A"

SCHEDULE OF ACTIVITIES

<u>DATE</u>	<u>TIME</u>	<u>VENUE</u>	<u>ACTIVITY</u>
1/12/2015	2:30pm to 4:30pm	Student Activity Center Pool	Water Polo Practice
1/16/2015	2:30pm to 4:30pm	Student Activity Center Pool	Water Polo Practice
1/19/2015	2:30pm to 4:30pm	Student Activity Center Pool	Water Polo Practice
1/23/2015	2:30pm to 4:30pm	Student Activity Center Pool	Water Polo Practice
1/27/2015	2:30pm to 4:30pm	Student Activity Center Pool	Water Polo Practice
1/28/2015	2:30pm to 4:30pm	Student Activity Center Pool	Water Polo Practice
1/29/2015	2:30pm to 4:30pm	Student Activity Center Pool	Water Polo Practice
1/30/2015	2:30pm to 4:30pm	Student Activity Center Pool	Water Polo Practice
2/03/2015	2:30pm to 4:30pm	Student Activity Center Pool	Water Polo Practice

**UNIVERSITY OF CALIFORNIA, LOS ANGELES
SPECIAL EVENTS AGREEMENT**

**Culver City Unified School District
January 12, 2015-February 3, 2015**

EXHIBIT "B"

BUDGET

Facility Rental Fee -	\$150.00 per hour
<u>Lifeguard Fee -</u>	<u>\$35.00 per hour</u>
Total -	\$185.00 per hour

Invoices will be submitted by the first working day of the month covering charges incurred the previous month. Payment is due from Producer within thirty (30) days of receipt of University's invoice.

UNIVERSITY OF CALIFORNIA, LOS ANGELES
SPECIAL EVENTS AGREEMENT

Culver City Unified School District
January 12, 2015-February 3, 2015

EXHIBIT "C"
SAC AND NORTH
POOL USE AND SAFETY RULES

1. Swimming is permitted only when an authorized UCLA campus lifeguard is on duty.
2. Swimmers should soap shower before swimming.
3. Persons with bandages or open sores will not be permitted in the pool.
4. Swimmers must be dressed in clothing specifically designed for swimming.
5. NO PROLONGED BREATH HOLDING OR PROLONGED UNDERWATER SWIMMING.
6. Food, drink and glass objects are prohibited in the pool area and locker rooms.
7. Open recreation swim is limited to persons 18 years of age or older only.
8. *Flotation devices, toys, balls and other foreign objects are prohibited. *For lap swimming, use of kickboards, hand paddles, pull buoys, masks, fins, snorkels and swim belts is permissible. These articles must be used for their designed purpose and in assigned lanes only. Please see the lifeguard for assistance.*
9. **Circle pattern swimming is required in all lanes.
10. Hazardous activities are prohibited. *Running, dunking, pushing, piggyback rides and stunts off the side are hazardous activities.*
11. Diving is permitted only at the deep end. Do not dive from the side into the lane lines or from the shallow end.
12. Starting blocks are for competitive team use during scheduled practice and competition only.
13. Swimming underneath the bulkhead at the SAC pool is prohibited.
14. Instruction by the lifeguards must be obeyed at all times.

*Exceptions for necessary equipment to conduct water polo practice.

**Circle pattern swimming will be required only when conducting lap swimming as part of water polo practice.

Participant's name: _____
Please Print

UNIVERSITY OF CALIFORNIA, LOS ANGELES

Culver City Unified School District at the UCLA Student Activity Center (SAC) Pool

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in

Culver City High School Water Polo practices for scheduled times between January 12, 2015 - February 3, 2015

hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability from any and all claims including the negligence of **The Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Signature of Parent/Guardian of Minor Date

Signature of Participant Date

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Parent/Guardian of Minor Date
Participant's Age (if minor) _____

Signature of Participant Date

BOARD REPORT

1/27/15

14.3e

14.3e Approval of Agreement with Christy White Associates to Conduct Financial and Performance Audits of the Measure CC Bond

At this time we need to sign an agreement with Christy White Associates to conduct the required financial audit and performance audit for the first year of our Measure CC Bond (fiscal year 2014-15) for a fee not to exceed \$6,000. The audit will be presented to the Board and the Citizens' Bond Oversight Committee upon completion.

RECOMMENDED MOTION: That the Board of Education approve the attached agreement with Christy White Associates.

Moved by:

Seconded by:

Vote:

January 22, 2015

Christy White, CPA

Michael Ash, CPA

Tanya M. Rogers, CPA, CFE

Heather Rubio

SAN DIEGO

LOS ANGELES

SAN FRANCISCO/BAY AREA

Corporate Office:

2727 Camino Del Rio South
Suite 219
San Diego, CA 92108

toll-free: 877.220.7229
tel: 619.270.8222
fax: 619.260.9085
www.christywhite.com

*Licensed by the California
State Board of Accountancy*

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

We are pleased to confirm our understanding of the services we are to provide Culver City Unified School District for the fiscal year ending June 30, 2015. We will conduct a financial statement and performance audit to include the balance sheet of the **Measure CC Bond** of Culver City Unified School District as of June 30, 2015 and the related statement of revenues, expenditures and changes in fund balance for the fiscal year ending June 30, 2015. The audit will be conducted in accordance with Article 13A of the California Constitution.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and whether the District complied with the compliance requirements over the deposit and use of Measure CC Bond funds. In addition, we will issue an opinion on performance requirements of Proposition 39 which include whether the expenditures are allowable in accordance with applicable laws, regulations and the voter approved measure. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Culver City Unified School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Culver City Unified School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them. The scope of the non-audit services does not constitute an audit conducted under *Government Auditing Standards*.

Management is responsible for establishing and maintaining internal control, including monitoring ongoing activities: for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the **Measure CC Bond** of the Culver City Unified School District and the respective changes in financial position in conformity with U.S. generally accepted accounting principles; and, for compliance with applicable laws and regulations and the provisions of contracts. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of the inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Culver City Unified School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. We will also provide a Performance Audit report, as required by Proposition 39, which will also be conducted in accordance with *Government Auditing Standards*.

Audit Administration, Fees, and Other

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than March 31 following the close of year fiscal year. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

Fiscal Year Ending	Total Maximum Audit Fees
June 30, 2015	\$ 6,000

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for significant changes in District audit requirements as stated in *Government Auditing Standards* or changes in applicable laws and regulations.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2015, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2015 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of a licensed owner.

We appreciate the opportunity to be of service to Culver City Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael Ash, CPA
Partner
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of Culver City Unified School District.

Signature

Title

Date

BOARD REPORT

1/27/15

14.3f

14.3f Approval of Agreement with Christy White Associates to Conduct Annual Financial Audit of Measure EE Parcel Tax

At this time we need to sign an agreement with Christy White Associates, CPA to conduct the annual financial audit of our Measure EE Parcel Tax for fiscal years ending June 30, 2014 and June 30, 2015 (the final year of the parcel tax collections) at a fee of \$2,700 per year.

RECOMMENDED MOTION: That the Board of Education approve the attached agreement with Christy White Associates.

Moved by:

Seconded by:

Vote:

January 13, 2015

Christy White, CPA

Michael Ash, CPA

Tanya M. Rogers, CPA, CFE

Heather Rubio

SAN DIEGO
LOS ANGELES
SAN FRANCISCO/BAY AREA

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2727 Camino Del Rio South
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tel: 619.270.8222
fax: 619.260.9085
www.christywhite.com

*Licensed by the California
State Board of Accountancy*

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

We are pleased to confirm our understanding of the services we are to provide Culver City Unified School District for the fiscal years ending June 30, 2014 and 2015. We will audit the Schedule of Revenues and Expenditures of the **Measure EE Parcel Tax** of Culver City Unified School District as of June 30, 2014 and 2015.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your Schedule of Revenues and Expenditures of the Measure EE Parcel Tax ("Schedule") is fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States and will include tests of the accounting records of Culver City Unified School District and other procedures we consider necessary to enable us to express such an opinion.

If our opinion on the Schedule is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the Schedule and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of the Schedule and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal control, including monitoring ongoing activities: for the selection and application of accounting principles; for the fair presentation of the Schedule in conformity with U.S. generally accepted accounting principles; and, for compliance with applicable laws and regulations and the provisions of contracts. Management is responsible for the Schedule and all accompanying information as well as all representations contained therein.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes

relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of the inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Agreed Upon Procedures

We have also been engaged to perform certain procedures related to Measure EE for the years ending June 30, 2014 and 2015, as further described below.

The Culver City Unified School District requested that the following agreed-upon procedures be performed.

- A. Reconcile the Measure "EE" Schedule of Revenues and Expenditures to the District's general ledger.
- B. Obtain an understanding of the internal controls over the recording of revenues collected by the County.
- C. Obtain an understanding of the internal control over the recording of expenditures and observe support for the allocations report for Measure "EE".
- D. Review the compliance with the expenditure provisions/restrictions in the Culver City Unified School District Measure "EE".

This agreed-upon procedures engagement will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). The sufficiency of these procedures is solely the responsibility of the specified users of the reports. Consequently, we make no representation as to the sufficiency of the procedures for any other purpose.

The agreed-upon procedures to be performed do not constitute an examination. Accordingly, we will not express an opinion. If we did perform additional procedures, other matters might come to our attention that would be reported to you.

Our reports will list the procedures performed and our findings.

We have no responsibility to update our report for events and circumstances occurring after the date of the reports.

Audit Administration, Fees, and Other

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than March 31 following the close of year fiscal year. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

Fiscal Year Ending	Total Maximum Audit Fees
June 30, 2014	\$ 2,700
June 30, 2015	\$ 2,700

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for significant changes in District audit requirements or changes in applicable laws and regulations.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ended June 30, 2014, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2015 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of a licensed owner.

We appreciate the opportunity to be of service to Culver City Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael Ash, CPA
Partner
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of Culver City Unified School District.

Signature

Title

Date

BOARD REPORT

1/27/15

14.3g

14.3g Approval of Agreement with Encorp Environmental

At this time we need to approve the agreement with Encorp Environmental to provide hazmat testing and analysis services (not to exceed \$20,000) for our capital projects as well as our ongoing hazardous material staff training, as required.

RECOMMENDED MOTION: That the Board of Education approve the attached agreement with Encorp Environmental.

Moved by:

Seconded by:

Vote:

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made as December 1, 2014, between **Culver City Unified School District** ("District"), a California public school district, and **Encorp** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$84,100 in 2014; and

WHEREAS, the District is in need of these special services; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform the services required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the services as described in **Exhibit "A"** attached hereto ("Services").

2. **Term.** The term of this Agreement commences on December 1, 2014 and automatically expires on June 30, 2015 ("Term") unless this Agreement is terminated and/or otherwise canceled prior to that time. Consultant shall commence the Services at the commencement of the Term and will diligently perform such Services as required until the expiration of the Term.

3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

- Signed Agreement
- Workers' Compensation Certificate
- Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- _____
- _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a fee not to exceed Twenty Thousand Dollars (\$20,000).

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, representatives, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

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

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

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

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for four (4) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audits may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audits during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.

12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions ("claims") of any kind, nature, and description, including, but not limited to,

personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reasonably reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.4. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

- b. For any claims related to the Services, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.1.5. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.1.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.1.7. Consultant shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

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

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

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

18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the

District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **Fingerprinting of Employees.** The Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

20. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

20.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

20.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination or expiration of this Agreement.

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

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
Attn: Mike Reynolds, Assistant
Superintendent of Business Services
Tel: (310) 842-4220 Ext. 4226
Fax: (310) 842-4322

Encorp
16700 Valley View Ave., suite 100
La Mirada, CA 90638
Tel: (714) 523-9811
Fax: (714) 523-9810

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

25. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

26. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's governing board. Services shall not be rendered until Agreement is approved.

27. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

28. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

29. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

[Signatures on Following Page]

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

District:

Culver City Unified School District, a California public school district

Date: _____, 2015

By: _____

Print Name: _____

Its: _____

Consultant:

Encorp

Date: _____, 2015

By: _____

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

Employer Identification and/or Social Security Number

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

Exhibit "A"

Scope of Services

Encorp

During the Term, Consultant agrees to provide District with the following:

Environmental services related to the District's Capital Facilities Modernization Projects and hazardous material training for staff as required, upon request.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

Date: _____

Name of Consultant: **Encorp**

Representative's Name and Title: _____

Signature: _____

(In accordance with Article 5 (Sections 1860 and 1861) of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

BOARD REPORT**14.4a Ratification is Recommended to the 2014/2015 Adult School Kids Enrichment Summer Program Schedule**

Ratification is Recommended to the 2014/2015 Adult School Kids Enrichment Summer Program Schedule from (2) four- week sessions to (2) three-week sessions.

From: June 22, 2015 – July 17, 2015 July 20, 2015 – August 14, 2015	To: June 22, 2015 – July 10, 2015 July 13, 2015 – July 31, 2015
--	--

The schedule change will create a more positive impact in recruiting more teacher interest as they will have 1 or 2 sessions to choose from, accommodating parent request which helps to increase student participation by providing families with more class and session options and preserving more time for campus clean-up at the Middle School and Farragut Elementary School campuses.

RECOMMENDED MOTION: That the Ratification for the 2014/2015 Adult School Kids Enrichment Summer Program Schedule be approved as presented.

Moved by:

Seconded by:

Vote:

1/27/15
14.4b

BOARD REPORT

14.4b Approval is Recommended for Resolution #9-2014/2015 (HR) Regarding Variable Term Waiver Request

It is recommended that the Board of Education approve Resolution #9-2014/2015 (HR) Regarding Variable Term Waiver Request. The District is requesting a waiver for Teacher of English Learner students while the employee completes the requirements for the Clear Career Technical Education Teaching Credential. The Variable Term Waiver is a document issued for employers who meet the waiver criteria when a fully credentialed teacher is not available for the assignment. It allows the employer to fill the assignment while searching for a fully credentialed teacher in the subject area of the assignment and gives the waiver holder additional time to complete requirements.

RECOMMENDED MOTION: It is recommended that the Board of Education Approve Resolution #9-2014/2015 (HR), Regarding Variable Term Waiver Request.

Moved by:

Seconded by:

Vote:

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

RESOLUTION NO. 9

RESOLUTION VARIABLE TERM WAIVER REQUEST

WHEREAS, The Variable Term Waiver is a document issued for employers who meet the waiver criteria when a fully credentialed teacher is not available for the assignment. It allows the employer to fill the assignment while searching for a fully credentialed teacher in the subject area of the assignment and gives the waiver holder additional time to complete requirements. The following employee is fully credentialed but does not hold the Certificate of Completion of Staff Development required to provide instruction to English Learner students. The District is requesting a waiver for Teacher of English Learner students while the employee completes the requirements for the Clear Career Technical Education Teaching Credential. The employee currently holds a Preliminary Career Technical Education Teaching Credential.

Gary Narusawa

Los Angeles County Office Regional Occupational
Center - Career Technical Education, Automotive
Specialization, grades 11-12

The foregoing Resolution was adopted by the Governing Board of the Culver City Unified School District on the 27th day of January 2015; therefore approving the Variable Term Waiver Request for the above teacher for the 2014-2015 school year, by the following vote:

AYES : _____

NOES: _____

ABSENT: _____

President, Governing Board of the
Culver City Unified School District

I, _____, Clerk of the Governing Board of the Culver City Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its regular meeting held on 27th day of January 2015.

Clerk, Governing Board of the
Culver City Unified School District

1/27/15
14.4c

BOARD REPORT

**14.4c Approval is Recommended for the Contract Agreement with Reilly
Workplace Investigations**

The purpose of this agreement is to provide an impartial party to investigate complaints in a timely and professional manner to reach swift resolution. Investigations may include, but are not limited to discrimination and harassment claims, policy and procedure violations. Investigative services fee is not to exceed \$18,894.20.

RECOMMENDED MOTION: It is recommended that the Board of Education approve the Contract Agreement with Reilly Workplace Investigations.

Moved by:

Seconded by:

Vote:

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made as of May 1, 2014, between **Culver City Unified School District** ("District"), a California public school district, and **Reilly Workplace Investigations** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$84,100 in 2014; and

WHEREAS, the District is in need of these special services; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform the services required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Consultant shall furnish to the District the services as described in **Exhibit "A"** attached hereto ("Services").
- 2. **Term.** The term of this Agreement commences on May 1, 2014 and automatically expires on June 30, 2015 ("Term") unless this Agreement is terminated and/or otherwise canceled prior to that time. Consultant shall commence the Services at the commencement of the Term and will diligently perform such Services as required until the expiration of the Term.
- 3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

- Signed Agreement
- Workers' Compensation Certificate
- Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- _____
- _____

- 4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a fee not to exceed Eighteen Thousand Eight Hundred Ninety Four Dollars and 20 cents (\$18,894.20).
- 5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid

or incurred by Consultant in performing Services for District other than mileage costs at \$.555 per mile.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, representatives, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

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

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

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

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for four (4) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audits may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audits during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.

12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions ("claims") of any kind, nature, and description, including, but not limited to,

personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reasonably reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.4. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

- b. For any claims related to the Services, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.1.5. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.1.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.1.7. Consultant shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

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

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

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

18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the

District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **Fingerprinting of Employees.** The Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

20. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

20.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

20.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination or expiration of this Agreement.

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

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
Attn: Mike Reynolds, Assistant
Superintendent of Business Services
Tel: (310) 842-4220 Ext. 4226
Fax: (310) 842-4322

Reilly Workplace Investigations
2240 Encinitas Blvd., Suite D, #104
Encinitas, CA 92024

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

25. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

26. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's governing board. Services shall not be rendered until Agreement is approved.

27. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

28. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

29. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

[Signatures on Following Page]

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

District:

Culver City Unified School District, a California public school district

Date: _____, 2015

By: _____

Print Name: _____

Its: _____

Consultant:

Reilly Workplace Investigations

Date: _____, 2015

By: _____

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

Employer Identification and/or Social Security Number

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

Exhibit "A"

Scope of Services

Reilly Workplace Investigations

During the Term, Consultant agrees to provide District with the following:

Analyze evidence and prepare Findings of Fact, Analysis and Conclusions, Organization and binding of witness interview transcriptions, and prepare reports.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

Date: _____

Name of Consultant: **Reilly Workplace Investigations**

Representative's Name and Title: _____

Signature: _____

(In accordance with Article 5 (Sections 1860 and 1861) of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

15.1 Self-Evaluation of the Board

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

In your opinion, did every Board Member?

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

Participate in the meeting, with no one dominating?

Listen attentively as each participant spoke, avoiding side conversations?

Treat each other with respect and courtesy?

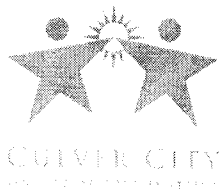
Contribute to an atmosphere of trust and openness?

Focus on governance rather than operations during presentations and discussions?

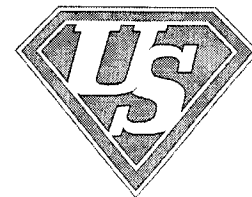
Follow the agenda and not get sidetracked?

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

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



Culver City Unified School District Board Self Assessment



Evaluator _____ Date: _____

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

In your opinion, did every Board Member:

1 2 3 4 5

1	2	3	4	5	
					Study the agenda prior to the meeting and clarify questions in advance?
					Participate in the meeting, with no one dominating?
					Listen attentively as each participant spoke, avoiding side conversations?
					Treat each other with respect and courtesy?
					Contribute to an atmosphere of trust and openness?
					Focus on governance rather than operations during presentations and discussions?
					Follow the agenda and not get sidetracked?
					Was information provided in a manner that made it easily understandable?
					Was the agenda well-planned to focus on the work of the Board?

Comments:

CCUSD: Success for ALL Takes US ALL!