

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**

March 10, 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 Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation (Pursuant to subdivision (b) of GC §54956.9)
3 Potential Cases

- 3.3 Public Performance Evaluation (Pursuant to GC §54957)
Title: 2 Temporary Teachers
- 3.4 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54957)
- 3.5 Public Appointment/Employment (Pursuant to GC §54957)
Certificated Personnel Services Report No. 13
Classified Personnel Services Report No. 13

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 – February 24, 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. 13
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 13
- 9.6 Acceptance of Enrollment Report

- 9.7 Approval is Recommended for the Culver City High School “Sojourn to the Past” Field Trip, March 27 through April 2, 2014

10. **AWARDS, RECOGNITIONS AND PRESENTATIONS**

- 10.1 American Citizenship Awards
10.2 Spotlight on Education – Culver City Middle School

11. **PUBLIC RECOGNITION**

Public recognition is the time when members of the audience may address the Board on matters not listed on the agenda. Those persons wishing to speak should complete a Speaker’s Card and submit it to the Superintendent’s Executive Assistant. In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for 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 2014-2015 Second Interim Report and LCAP
12.2 Construction Project Delivery Options
12.3 First Reading of Board Bylaw 9322, Agenda/Meeting Materials

13. **RECESS (10 Minutes)**

14. **ACTION ITEMS**

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

14.1 Superintendent's Items

14.1a Approval is Recommended for Resolution #17/2014-2015 Whole Child Resolution

Motion by _____ Seconded by _____ Vote _____

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

Motion by _____ Seconded by _____ Vote _____

14.1c Approval is Recommended for the 2015 CSBA Delegate Assembly Ballot

Motion by _____ Seconded by _____ Vote _____

14.2 Education Services Items

14.2a Second Reading and Approval of Revised Board Policy and Administrative Regulation 6159, Instruction – Individualized Education Program

Motion by _____ Seconded by _____ Vote _____

14.2b Second Reading and Adoption of New Board Policy and Administrative Regulation 6164.41, Instruction – Children With Disabilities Enrolled by Their Parents In Private School

Motion by _____ Seconded by _____ Vote _____

14.2c Second Reading and Approval of Revised Board Policy and Administrative Regulation 6161.1, Instruction – Selection and Evaluation of Instructional Materials

Motion by _____ Seconded by _____ Vote _____

14.2d Second Reading and Approval of Revised Board Policy and Administrative Regulation 5113.1, Students – Chronic Absence and Truancy

Motion by _____ Seconded by _____ Vote _____

14.2e Approval is Recommended for the Contract between Culver City Unified and STAR, Inc.

Motion by _____ Seconded by _____ Vote _____

14.2f Approval is Recommended for Textbook Adoption

Motion by _____ Seconded by _____ Vote _____

14.3 Business Items

14.3a Certification of the 2014-2015 Second Interim Report and LCAP

Motion by _____ Seconded by _____ Vote _____

14.3b Approval is Recommended for Amendment Number 1 to the Athletic Field Phase Two Project Agreement with Balfour Beatty

Motion by _____ Seconded by _____ Vote _____

14.3c Approval is Recommended for the Revised Contract with SCI

Motion by _____ Seconded by _____ Vote _____

14.3d Approval is Recommended for the Amendment to Agreement with Harrington Geotechnical Engineering

Motion by _____ Seconded by _____ Vote _____

14.4 Personnel Items

14.4a Approval is Recommended for Resolution #18-2014/2015 (HR), To Reinstatement Classified Position – Duplicating and Mail Clerk

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

March 24 – 7:00 p.m. – Regular Public Meeting (6:00 p.m. Closed Session), District Office (Board Room), 4034 Irving Place
April 14 – 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>February 24, 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 Krumpke
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 7:03 p.m. with all Board members in attendance. Natalia Saucedo 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 the following reportable actions were taken. The Board voted took action to Non-re-elect (1) one probationary secondary certificated employee from employment effective as of the end of 2014/2015 school year. The roll call vote was 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

In Closed Session the Board voted to non-reelect (1) one probationary secondary certificated employee from employment effective as of the end of the 2014/2015 school year. The roll call vote was 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

In Closed Session the Board voted to non-re-elect (1) one probationary certificated employee from employment, effective as of the end of the 2014/2015 school year. The roll call vote was 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

8. Adoption of Agenda

It was moved by Ms. Chardiet and seconded by Ms. Robins that the Board adopt the February 24, 2015 agenda as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

9. Consent Agenda

Ms. 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 by audience members or Board members.

It was moved by Ms. Chardiet and seconded by Dr. Levin that the Board approve Consent Agenda items 9.1 as amended with the date change to state February 10, 2015 as the date of the meeting; and items 9.2 – 9.8 as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

- 9.1 Minutes of Regular Meeting – February 10, 2015
- 9.2 Purchase Orders
- 9.3 Certificated Personnel Reports No. 12
- 9.4 Classified Personnel Reports No. 12
- 9.5 CCHS Teacher Rachel Snyder t Attend the College Board Reading in Kansas City, Missouri on June 1-9,

2015

- 9.6 CCMS Teacher Danielle Koplinka-Loehr to Attend the 2015 Music Edventures in Denver, Colorado, April 9-11, 2015
- 9.7 El Rincon Single Plan for Student Achievement

10. Awards, Recognitions and Presentations

10.1 American Citizenship Awards

Mr. LaRose and the Assistant Superintendents read the names and accomplishments of each school's recipients of the American Citizenship Award for the month of February. The recipients were Katie Collkazos from El Marino School; Markus George from El Rincon Elementary; Kristi Magkolas from La Ballona School; Kate Bancroft from Linwood E. Howe School; Kieran Boucher from Farragut School; Isabel Berliner Madden from Culver City Middle School; Ricardo Zaragoza from Culver Park High School; and Evan Dumas from Culver City High School. Board members presented each recipient with a pin and certificate; and thanked the students and their families for attending the meeting.

10.2 Spotlight on Education – El Marino Language School

Tracy Pumilia, Principal at El Marino Language School, shared information and highlights of the school, emphasizing PLCs, Intervention, and Music. She indicated that El Marino is a California Distinguished School and made the 2014 CBEE Honor Roll. She spoke about the Indicator of Program Success which included the kinder morning calendar routine; the Spanish Immersion Program 5th grade CGI math problem solving; and events that promoted cross-cultural understanding and positive self-esteem. The school and parents have organized a Cultural Heritage Committee. El Marino has monthly target language assemblies and morning reading clubs to foster the love of reading. Ms. Pumilia reported on their participation in the District emergency drill. She said that their school focused more on student release in the case of an emergency situation. They asked parents to volunteer to attend and help with the student/parent reunion. To find out what is working for the students at the school, Ms. Pumilia shared information on the school's PLCs. The PLCs meet weekly and have creating assessments, and spoke about the next steps which include arts integration. Board members agreed that Ms. Pumilia did a great presentation. Dr. Levin stated that it was impressive to the example of the math that is being covered. It showed that the students actually know how they got an answer and they weren't just memorizing. Ms. Robins agreed with Dr. Levin. She stated that she is happy to see that it was also that same style of teaching with the Spanish questions. Ms. Robins was also excited to see that the school practiced that student/parent reunion in the case of an emergency at the District emergency drill. Mr. LaRose thanked and commended Ms. Pumilia and her team for their work at the school. He stated that he understands that early release days on Wednesdays are hard on the community, but this presentation really showed what it allows the teachers to do when they collaborate.

10.3 Safe Routes to School

Due to technical difficulty the presentation was postponed and the Board moved on to the Superintendent's Report, Public Recognition item #11.1

11. Public Recognition

11.1 Superintendent's Report

Mr. LaRose reported that Mike Mattos was coming in the next few days to meet with our staff and spend some time at each school. During the time that he is here the Principals will be able to speak to him specifically about their school sites. We have to embed time for intervention and acceleration. He announced that last night at the City Council meeting they approved a new traffic light on Elenda. Training will happen for school pick-up and drop-off.

11.2 Assistant Superintendents' Reports

Dr. Krumpe reported on Show and Tell-type event that the District hosted for about thirty people from Leonetti and donors that could possibly be funding sources in the future. They did observations at La Ballona, Culver City Middle School and Culver City High School. She reported on the GATE Parent Night where there was standing room only and the parents were very engaged. Dr. Krumpe and Ms. Robins will attend the School to Watch Ceremony for Culver City Middle School. They have received three consecutive cycles of this honor. The school

textbook adoption is in the process of being finalized and will be brought back to the next meeting for Board approval. She explained to the Board the process that took place to choose the textbooks that will be coming to them for adoption/approval. MLC is the publishing house.

10. Awards, Recognitions and Presentations – (cont.)

10.3 Safe Routes to School

Jim Shanman, Culver City Safe Routes to School Coordinator, presented information the Culver City Walk & Rollers and the Safe Routes to School Program. He spoke about the school based activities and the incentive program. Mr. Shanman announced that there is now a Facebook page that will make it easier to get out information on current events that are happening. He also spoke about the CCMS Five Block Challenge; parent workshops; and Bike Fix It Day at the Middle School.

11.2 Assistant Superintendents' Reports – (cont.)

Mrs. Lockhart attended the CCMS Concert last week that was great. She stated that the High School Band, Middle School Band and choir collaborated and it sounded absolutely beautiful. She complimented Paul Witt, Dr. Spano, and Danielle Koplinka-Loehr for their great work with the students.

Mr. Reynolds reported on the elevator project ceremony that was a success. He thanked Board members for attending. He informed the Board that Charles Wren will be updating them on the bond and summer projects, and the Second Interim report will be brought to the next meeting.

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 upcoming sixth grade orientation and ASB is very excited. The 8th Grade Dance is coming soon and the students are very excited. Miss Legeaux informed the Board about the GLOW event with Chipotle and the OLWEUS artwork. The students would like a mural for Open House.

Culver Park Student Representative

Ya'Elle Wright, Culver Park High School Student Representative, was not present.

Culver City High School Student Representative/Student Board Member

Natalia Saucedo, Student Board Member, began her report by expressing her excitement that the new crosswalks would be going into place. She said it was amazing and thanked everyone that has been involved to make that happen. She reported on the High School's Talent Show which was a success and twenty percent of the profits went to a non-profit organization called Lemon Aid. Springfest is being planned at this time and it is a great opportunity for the clubs.

11.4 Members of the Audience

Members of the audience spoke about:

- Tom Salter, Athletic Director at Culver City High School, provided the Board with a winter sports update on teams at the High School. He announced that the girl's basketball team has been undefeated so far. Girls water polo and Girl's soccer are 3rd place in the league. The cheerleading team is second in the nation. He also provided updates on Boy's soccer and varsity basketball. He said that the students are doing great and there are some great leaders among them.

11.5 Members of the Board

Board Members spoke about:

- Ms. Chardiet reported on her attendance at a meeting at City Hall where the discussion focus was on workforce development. The discussion inspired her to bring up the Culver City Compact. She would like to reconvene a meeting with the Compact group to discuss additional topics. She would like to discuss a few topics such as partnering with businesses to provide internships for our students. Ms.

Robins briefly informed Ms. Chardiet about what was discussed at the last Chamber meeting in relation to this exact topic. Ms. Chardiet stated that she also enjoyed the Sandy Segal Health Center event. She felt that Mr. LaRose gave a great speech and she is happy that he was honored and our Superintendent.

- Ms. Robins congratulated Mr. LaRose on receiving his commendations at the Health Center event. She is happy with the changes the Education Foundation is making with their Tribute to the Stars and they are looking to expand membership. Ms. Robins attended the Elevator Project event and enjoyed it. She thanked Mr. LaRose for his support on the ROP issue. She is excited to hear about the math applications being used. Ms. Robins congratulated Student Board Representative Natalia Saucedo for being so effective with bringing up the safety issue of the crosswalks to the Board. Ms. Robins also welcomed her parents to Culver City. They were in the audience.
- Ms. Paspalis stated that she was sorry she missed the Elevator Dedication. She was glad about the persistence with working on the ROP issue, and looks forward to the discussion on the summer projects. She is seeing a lot of positive changes and efforts being made in the District.
- Dr. Levin reported that the Parent Input Night for the math textbooks was very impressive. The Science Night at Farragut was fund for both he and Ms. Robins. He also attended the Open House at the High School. The concert at Robert Frost was a lot of fun. He reported on his attendance at the Elevator Dedication event and the Sandy Segal Youth Health Center event. Dr. Levin was happy to see Mr. LaRose receive his honor.
- Ms. Goldberg reported on her attendance at the Youth Health Center event where Mr. LaRose, and Michael and Judy Bauer were honored. It was the best event that the Health Center has ever had. The Lethbridge Band came and did a great job. They had just learned to play with our students. Our music program is great and so are our students.

12. Information Items

12.1 Update on Phase II of Athletic Complex

Rand Nicholl, Operations Partner at Westberg + White, provided an update on Phase II of the Athletic Complex. He explained that if the State passes a bond measure they would pay half of the costs. Ms. Paspalis asked about the corner being cut off on the synthetic practice field. Mr. Nicholl provided an explanation. Further discussion ensued about how it will be resolved.

12.2 Measure CC Summer 2015 Project Description

Charles Wren, Deputy Project Director at Harris & Associates, presented information on the proposed Measure CC projects for summer, 2015. He presented information improvements to the track field, football field, baseball field, softball field, soccer field, and the Middle School gym. Mr. Wren also presented information about the direction of the bond moving forward with the projects. He spoke about the program priority such as all decisions being driven by student needs and bond language, engaging the community, and providing transparency in keeping the District current on all bond-related activities. Mr. Wren informed the Board about program wide highlights of the bond such as a new Culver City Bond website and having 21st century technology learning environments. He spoke about the budget for Athletic Field, Frost Auditorium technical upgrades, El Marino Indoor Air Quality, and summer 2015 projects. Mr. Wren responded to questions from the Board. Board members thanked Mr. Wren for his presentation.

13. Recess

Board members agreed to take recess at this time. The Board recessed at 9:10 p.m. and reconvened at 9:20 p.m.

12.3 First Reading Revised Board Policy and Administrative Regulation 6159, Instruction – Individualized Education Program

Dr. Levin stated that he had many additions to the policy but tried to summarize some of the ideas that he had. He wanted the policy to have a different tone that spoke more to District's mission and beliefs or philosophy when it comes to handling the Individualized Education Program. He feels that we want the parents to know that we are going to do everything we can to help the student and not sound so sterile and legal. Ms. Paspalis stated that as an attorney she knows that the language written is mandated. She understands what Dr. Levin is saying but she does not think that the Board should make too many changes which could open the District up to lawsuits. Ms. Robins

agreed stating that adding information to the policy might not be the way to address his concerns. Mr. LaRose thinks that Dr. Levin's request might be better suited in a Mission Statement, Resolution or something to that affect; and not necessarily a policy. Board members agreed. It was agreed to move the policy on as is so that it was updated, but Mr. LaRose and Dr. Levin agreed to come together and have additional discussion on the matter with Dr. Krumpe and see what they can come up with.

12.4 First Reading of New Board Policy and Administrative Regulation 6164.41, Instruction – Children with Disabilities Enrolled By their Parents in Private School

Board members reviewed the new Board Policy and Administrative Regulation. It was decided to bring them both back to the next meeting for adoption.

12.5 First Reading of Revised Board Policy and Administrative Regulation 6161.1, Instruction – Selection and Evaluation of Instructional Materials

Board members reviewed the Board Policy and Administrative Regulation. It was decided to bring them both back to the next meeting for adoption.

12.6 First Reading of Revised Board Policy and Administrative Regulation 5113.1, Students – Chronic Absence and Truancy

Board members reviewed the Board Policy and Administrative Regulation. Ms. Paspalis asked if truancy meant that the student was late or absent. Dr. Krumpe explained the meaning of "truancy" means both. She explained that truant means non-ill. Ms. Paspalis asked if attending a funeral would be an excused absence. Dr. Krumpe stated that technically it would still be a truant. Further discussion ensued. It was decided to bring them both back to the next meeting for adoption.

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 #05-14-15

It was moved by Ms. Chardiet and seconded by Ms. Robins that the Board approve the Stipulated Expulsion of School and Family Support Services Case #05-14-15 as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3 Business Services Items

14.3a Approval is Recommended for the Memorandum of Understanding with LACOE

It was moved by Ms. Chardiet and seconded by Dr. Levin that the Board approve the Memorandum of Understanding with LACOE as presented. Ms. Robins asked if this was for a student that is expelled and wondered if there was anything that the Board could do. She stated that we have had a lot of problems placing students. Mr. LaRose informed her that there have been discussions with the other districts that we work with through SELPA. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4 Personnel Items

14.4a Approval is Recommended for the Agreement Between Culver City Unified School District (CCUSD) and the Management Association of Culver City Schools (MACCS) Regarding Longevity

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 Longevity as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4b **Approval is Recommended for the Premier Partners Scholarship Program Agreement Between Culver City Unified School District and Brandman University**

It was moved by Ms. Chardiet and seconded by Ms. Robins that the Board approve the Premier Partners Scholarship Program Agreement Between Culver City Unified School District and Brandman University as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

15. **Board Business**

15.1 **Discussion Regarding Candidates for the 2015 CSBA Delegate Assembly Election**

Board members discussed the candidates and asked for all nominees to be chosen since there were six open seats and six nominees. The 2015 CSBA Delegate Assembly Ballot will be brought back to the next meeting for Action.

15.2 **Board Self-Evaluation**

Dr. Levin reviewed the Board meeting and read his evaluation. His ratings were all rated five which is a rating of Commendable. He thought they rated four (Good) under the items of listening attentively and participation.

Adjournment

There being no further business, it was moved by Ms. Chardiet, seconded by Dr. Levin and unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays to adjourn the meeting. Board President Ms. Goldberg adjourned the meeting at 9:58 p.m. in memory of Jan Chapman and Pamela Soares at the request of Ms. Chardiet and Ms. Paspalis.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

9.2 PURCHASE ORDERS AND WARRANTS

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

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

Purchase order grand total from February 15, 2015 through February 28, 2015 is \$3,381,224.04. Warrants issued for the period January 16, 2015 through February 20, 2015 total \$7,495,010.77. This includes \$3,266,511. in commercial warrants, and \$4,228,499.77 in payroll warrants.

BUDGET NUMBER LEGEND FOR FUNDS

- 01.0 general fund
- 01.7 tri-city selva 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 February 15, 2015 through February 28, 2015 in the amount of \$3,381,224.04 and warrants for January 16, 2015 through February 20, 2015 in the amount of \$7,495,010.77 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Report ID: LAPO009C
District: 64444

Page No. 1
Run Date: 02/28/2015
Run Time: 05:05:27AM
FY: 14-15

Purchase Orders/Buyouts To The Board for Ratification From : 2/15/2015 To 2/28/2015
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

WEEKLY

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
02/20/15	63284M	A		02/20/2015	RYAN'S EXPRESS	TRANSPORTATION SUPP/EQUIP/SERV	Operations	01.0	00000.0	00000	36000	5871	0005041	14-15	1,700.00	1,700.00
						02/20/2015	63284M	RYAN'S EXPRESS								1,700.00
02/19/15	64227	A		02/19/2015	XEROX FINANCIAL SERVICE LLC	EQUIPMENT RENTAL/LEASE	Pupil Services	01.0	00000.0	00000	31400	5610	0004020	14-15	1,544.28	1,544.28
						02/19/2015	64227	XEROX FINANCIAL SERVICE LLC								3,088.56
02/20/15	64408	A		02/20/2015	ACI COMMUNICATIONS,	REPAIRS - OTHER	Culver City Middle School	01.0	00000.0	00000	27000	5630	3010001	14-15	434.80	434.80
						02/20/2015	64408	ACI COMMUNICATIONS, INC.								434.80
02/20/15	64418	C		02/20/2015	GALE SUPPLY COMPANY	INSTRUCTIONAL SUPPLIES	Undistributed Cal Grant Recycle	01.0	90800.0	00000	27000	4310	0000000	14-15	82.13	82.13
						02/20/2015	64418	GALE SUPPLY COMPANY								82.13
02/18/15	64431	A		02/18/2015	SUPER DUPER PUBLICATIONS	INSTRUCTIONAL SUPPLIES	Speech	01.0	56400.0	57700	11901	4310	0004024	14-15	227.65	227.65
						02/18/2015	64431	SUPER DUPER PUBLICATIONS								227.65
02/18/15	64435	C		02/18/2015	ONTARIO MONTCLAIR SCHOOL	INSTRUCTIONAL SUPPLIES	Pupil Services	01.0	30100.0	00000	39000	4310	0004020	14-15	75.00	75.00
						02/18/2015	64435	ONTARIO MONTCLAIR SCHOOL DISTRICT								75.00
02/18/15	64438	A		02/18/2015	CDW-G	INSTRUCTIONAL SUPPLIES	EI Rincon	01.0	00000.0	11100	10000	4310	2040001	14-15	140.90	140.90
						02/18/2015	64438	CDW-G								140.90
02/18/15	64439	A		02/18/2015	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	High School	01.0	00000.0	11100	10000	4410	4010001	14-15	791.41	791.41
						02/18/2015	64439	DELL COMPUTER CORP.								791.41
02/18/15	64441	A		02/18/2015	UNILETE INCORPORATED	ATHLETIC SUPP/EQUIP	Culver City High School	01.0	00000.0	15000	10000	4310	4010000	14-15	5,562.60	5,562.60
						02/18/2015	64441	UNILETE INCORPORATED								5,562.60

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* Prior Year Payments

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Report ID: LAPO009C
 District: 64444
 Purchase Orders/Buyouts To The Board for Ratification From : 2/15/2015 To 2/28/2015
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02/18/2015					UNILETE INCORPORATED		64441									5,562.60	
02/27/15	64442	A		02/27/2015	NATIONWIDE LEARNING, LLC	BOOKS	La Ballona Elementary 64442	01.0	07395.0	11100	10000	4210	2060000	14-15		156.00	
02/27/2015					NATIONWIDE LEARNING, LLC		64442									156.00	
02/18/15	64443	C		02/18/2015	E.G. BRENNAN & CO., INC.	REPAIRS - OTHER	Culver City Middle School 64443	01.0	00000.0	00000	27000	5630	3010001	14-15		598.95	
02/18/2015					E.G. BRENNAN & CO., INC.		64443									598.95	
02/18/15	64444	A		02/18/2015	CDW-G	COMPUTER SUPP/EQUIP	Culver City Middle School 64444	01.0	00000.0	11100	10000	4410	3010001	14-15		194.46	
02/18/2015					CDW-G		64444									194.46	
02/18/15	64502	A		02/18/2015	LEARNING A-Z	INSTRUCTIONAL SUPPLIES	Special Education 64502	01.0	33100.0	57700	11100	4310	0004040	14-15		435.81	
02/18/2015					LEARNING A-Z		64502									435.81	
02/18/15	64503	A		02/18/2015	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	Special Education 64503	01.0	56400.0	50010	21000	4410	0004040	14-15		856.40	
02/18/2015					DELL COMPUTER CORP.		64503									856.40	
02/18/15	64508	C		02/20/2015	REDWOOD PRESS	OFFICE SUPPLIES	Human Resources 64508	01.0	00000.0	00000	74000	4350	0003000	14-15		236.52	
02/18/2015					REDWOOD PRESS		64508									236.52	
02/19/15	64513	C		02/19/2015	JOSEPHSON INSTITUTE OF	CONFERENCE AND TRAVEL	Superintendent's Office 64513	01.0	00000.0	00000	21000	5220	0001000	14-15		3,000.00	
02/19/2015					JOSEPHSON INSTITUTE OF ETHICS		64513									3,000.00	
02/20/15	64514	A		02/20/2015	STAR ECO STATION	FIELD TRIPS	Ei Rincon Elementary 64514	01.0	00000.0	16003	10000	5816	2040000	14-15		528.00	
02/20/2015					STAR ECO STATION		64514									528.00	
02/27/15	64518	A		02/27/2015	COMPLETE BUSINESS SYSTEMS	OFFICE SUPPLIES	La Ballona Elementary	01.0	91400.0	00000	27000	4350	2060000	14-15		1,717.05	
02/27/2015					COMPLETE BUSINESS SYSTEMS											1,717.05	

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District: **64444**
Purchase Orders/Buyouts To The Board for Ratification From : **2/15/2015 To 2/28/2015**
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
02/27/2015							64518	COMPLETE BUSINESS SYSTEMS								1,717.05	
02/20/15	64522	A	02/20/2015	02/20/2015	PHONAK HEARING SYSTEMS	AUDIOLOGIC SUPP/EQUIP	Undistributed Selpa	01.7	65003.0	50500	22000	4410	0000000	14-15		1,479.13	
02/20/2015							64522	PHONAK HEARING SYSTEMS								1,479.13	
02/27/15	64525	A	02/27/2015	02/27/2015	THE BOOKSOURCE	INSTRUCTIONAL SUPPLIES	El Marino Language	01.0	00000.0	11100	10000	4310	20300000	14-15		332.84	
02/27/2015							64525	THE BOOKSOURCE								332.84	
02/26/15	64529	A	02/26/2015	02/26/2015	EAGLE SOFTWARE	CONFERENCE AND TRAVEL	Culver City Middle School	01.0	02222.0	00000	31100	5220	3010000	14-15		700.00	
02/26/2015							64529	EAGLE SOFTWARE								700.00	
02/20/15	64532	A	02/20/2015	02/20/2015	PHONAK HEARING SYSTEMS	AUDIOLOGIC SUPP/EQUIP	Undistributed Selpa	01.7	65003.0	50500	22000	4410	0000000	14-15		2,827.07	
02/20/2015							64532	PHONAK HEARING SYSTEMS								2,827.07	
02/20/15	64535	A	02/24/2015	02/24/2015	VEX ROBOTICS	COMPUTER SUPP/EQUIP	Culver City High School	01.0	96352.0	71100	10000	4410	4010000	14-15		1,105.93	
02/20/2015							64535	VEX ROBOTICS								1,105.93	
02/20/15	64536	A	02/20/2015	02/20/2015	LEGO EDUCATION	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	96352.0	71100	10000	4410	4010000	14-15		2,320.43	
02/20/2015							64536	LEGO EDUCATION								2,320.43	
02/20/15	64537	A	02/20/2015	02/20/2015	SPECTRONICS	INSTRUCTIONAL SUPPLIES	Special Education	01.0	33100.0	57700	11100	4400	0004040	14-15		296.56	
02/20/2015							64537	SPECTRONICS								296.56	
02/19/15	64538	A	02/19/2015	02/19/2015	AMAZON.COM	INSTRUCTIONAL SUPPLIES	Special Education	01.0	33100.0	57700	11100	4310	0004040	14-15		144.28	
02/19/2015							64538	AMAZON.COM								144.28	
02/20/15	64539	A	02/20/2015	02/20/2015	ATTAINMENT COMPANY, INC.	COMPUTER SUPP/EQUIP	Special Education	01.0	33100.0	57700	11100	4410	0004040	14-15		237.91	

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
02/20/15	64541	A	02/20/2015	02/20/2015	LINGUI SYSTEMS, INC.	INSTRUCTIONAL SUPPLIES	64539 Special Education	01.0	33100.0	57700	11100	4310	0004040	14-15	105.06	237.91
02/20/2015							64541 LINGUI SYSTEMS, INC.								105.06	
02/27/15	64542	A	02/27/2015	02/27/2015	SUPER DUPER PUBLICATIONS	INSTRUCTIONAL SUPPLIES	64542 Special Education	01.0	33100.0	57700	11100	4310	0004040	14-15	117.47	117.47
02/27/2015							64542 SUPER DUPER PUBLICATIONS								117.47	
02/17/15	64544	C	02/17/2015	02/17/2015	LUNCH	FOOD PRODUCTS	64544 Educational Services	01.0	00000.0	00000	21000	4321	0004000	14-15	134.69	134.69
02/17/2015							64544 LUNCH								134.69	
02/25/15	64545	A	02/25/2015	02/25/2015	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	64545 Culver City Middle School	01.0	90126.0	11100	10000	4310	3010000	14-15	492.26	492.26
02/25/2015							64545 OFFICE DEPOT								492.26	
02/27/15	64547	A	02/27/2015	02/27/2015	SANTA MONICA PIER AQUARIUM	FIELD TRIPS	64547 El Marino Language	01.0	00000.0	16003	10000	5816	2030000	14-15	150.00	150.00
02/27/2015							64547 SANTA MONICA PIER AQUARIUM								150.00	
02/27/15	64548	A	02/27/2015	02/27/2015	SANTA MONICA PIER AQUARIUM	FIELD TRIPS	64548 El Marino Language	01.0	00000.0	16003	10000	5816	2030000	14-15	150.00	150.00
02/27/2015							64548 SANTA MONICA PIER AQUARIUM								150.00	
02/25/15	64549	A	02/25/2015	02/25/2015	CDW-G	COMPUTER SUPP/EQUIP	64549 Culver City Middle School	01.0	00000.0	11100	10000	4410	3010001	14-15	97.63	97.63
02/25/2015							64549 CDW-G								97.63	
02/25/15	64551	A	02/25/2015	02/25/2015	OFFICE DEPOT	FURNITURE, OFFICE	64551 Culver City Middle School	01.0	00000.0	11100	10000	4400	3010001	14-15	658.53	658.53
02/25/2015							64551 OFFICE DEPOT								658.53	
02/20/15	64552	A	1	02/25/2015	BIOBAG USA	JANITORIAL SUPP/EQUIP	Business Services	01.0	00000.0	00000	73001	4370	0005000	14-15	16,559.03	16,559.03

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02/20/2015					64552		64552	BIOBAG USA								16,559.03	
02/23/15	64553	C		02/23/2015	AVID CENTER - SI PAYMENT	CONFERENCE AND TRAVEL	Special Projects	01.0	30100.0	00000	21000	5220	0004030	14-15		699.00	
02/23/2015					64553		64553	AVID CENTER - SI PAYMENT								699.00	
02/25/15	64556	A		02/25/2015	TARA & TAMI FITZKOFF	CONTRACTED SERVICES	Special Education	01.0	33100.0	57500	39000	5890	0004040	14-15		870.00	
02/25/2015					64556		64556	TARA & TAMI FITZKOFF								870.00	
02/19/15	64566	C		02/19/2015	U.S. POSTAL SERVICE	COMMUNICATION SUPP/EQUIP	Adult School	11.0	06390.0	41100	27000	5910	0000010	14-15		5,200.00	
02/19/2015					64566		64566	U.S. POSTAL SERVICE								5,200.00	
02/25/15	64568	A		02/25/2015	COMPUTER CONCEPTS	REPAIRS - OTHER	Technology	01.0	00000.0	00000	77000	5630	0005020	14-15		295.16	
02/25/2015					64568		64568	COMPUTER CONCEPTS								295.16	
02/25/15	64569	A		02/25/2015	LASERCARE	COMPUTER SUPP/EQUIP	Culver City High School	01.0	96352.0	71100	10000	4410	4010000	14-15		1,302.20	
02/25/2015					64569		64569	LASERCARE								1,302.20	
02/23/15	64573	A		02/24/2015	APS LAMINATING USA	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	00000.0	11100	10000	4310	3010001	14-15		261.05	
02/23/2015					64573		64573	APS LAMINATING USA								261.05	
02/19/15	64575	C		02/19/2015	SANTA MONICA PIER AQUARIUM	FIELD TRIPS	Linwood Howe Elementary	01.0	91400.0	11100	10000	5816	2020000	14-15		300.00	
02/19/2015					64575		64575	SANTA MONICA PIER AQUARIUM								300.00	
02/20/15	64578	C		02/20/2015	L A GOAL	REPAIRS - OTHER	Undistributed Bus/Gen.1 Adm	14.0	06205.0	00000	81100	5630	0000000	14-15		475.00	
02/20/2015					64578		64578	L A GOAL								475.00	
02/25/15	64579	A		02/25/2015	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	42010.0	11100	10000	4310	3010000	14-15		150.22	

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02/25/2015							64579	OFFICE DEPOT								150.22	
02/23/15	64580	A		02/23/2015	HARBOR VIEW CENTER	MEDICAL/HEALTH CARE PAYMENTS	Undistributed Se Lpa 64580	01.7	65120.0	50500	22000	5880	0000000	14-15		72,000.00	
02/23/2015							64580	HARBOR VIEW CENTER								72,000.00	
02/23/15	64581	A		02/23/2015	HARRIS & ASSOCIATES	CONSTRUCTION SUPP/EQUIP	Undistributed Bus / Gen'l Adm 64581	21.0	00000.0	00000	85000	6295	0000000	14-15		2,397,086.00	
02/23/2015							64581	HARRIS & ASSOCIATES								2,397,086.00	
02/23/15	64583	A		02/23/2015	IPREO LLC	LEGAL SERVICES	Superintendent's Office 64583	01.0	00000.0	00000	71000	5820	0001000	14-15		1,500.00	
02/23/2015							64583	IPREO LLC								1,500.00	
02/23/15	64584	A		02/23/2015	MOODY'S INVESTORS	LEGAL SERVICES	Superintendent's Office 64584	01.0	00000.0	00000	71000	5820	0001000	14-15		25,000.00	
02/23/2015							64584	MOODY'S INVESTORS SERVICE, INC.								25,000.00	
02/27/15	64585	A		02/27/2015	EAGLE SOFTWARE	CONFERENCE AND TRAVEL	Culver City Middle School 64585	01.0	07395.0	11100	27000	5220	3010000	14-15		1,250.00	
02/27/2015							64585	EAGLE SOFTWARE								1,250.00	
02/26/15	64593	A		02/26/2015	CHASE CARD SERVICES	CATERING SERVICES	Superintendent's Office 64593	01.0	00000.0	00000	71000	4350	0001000	14-15		25.90	
02/26/2015							64593	CHASE CARD SERVICES								25.90	
02/26/15	64594	A		02/26/2015	EAGLE SOFTWARE	CONFERENCE AND TRAVEL	Human Resources 64594	01.0	00000.0	00000	74000	5220	0003000	14-15		80.41	
02/26/2015							64594	EAGLE SOFTWARE								80.41	
02/26/15	64595	A		02/26/2015	CHASE CARD SERVICES	CATERING SERVICES	Superintendent's Office 64595	01.0	00000.0	00000	71000	5890	0001000	14-15		28.35	
02/26/2015							64595	CHASE CARD SERVICES								28.35	
02/26/15	64596	A		02/26/2015	EAGLE SOFTWARE	CONFERENCE AND TRAVEL	Human Resources 64596	01.0	00000.0	00000	74000	5220	0003000	14-15		14.43	
02/26/2015							64596	EAGLE SOFTWARE								14.43	
02/26/15	64597	A		02/26/2015	CHASE CARD SERVICES	CATERING SERVICES	Superintendent's Office 64597	01.0	00000.0	00000	71000	4321	0001000	14-15		59.27	
02/26/2015							64597	CHASE CARD SERVICES								59.27	
02/26/15	64598	A		02/26/2015	EAGLE SOFTWARE	CONFERENCE AND TRAVEL	Human Resources 64598	01.0	00000.0	00000	74000	5220	0003000	14-15		99.62	
02/26/2015							64598	EAGLE SOFTWARE								99.62	
02/26/15	64599	A		02/26/2015	CHASE CARD SERVICES	CATERING SERVICES	Superintendent's Office 64599	01.0	00000.0	00000	71000	5220	0001000	14-15		228.07	
02/26/2015							64599	CHASE CARD SERVICES								228.07	

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Report ID: **LAPO009C**
 District: **64444**
 Purchase Orders/Buyouts To The Board for Ratification From : **2/15/2015 To 2/28/2015**
 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 Amount	PO Amt
02/26/15	64593	A		02/26/2015	CHASE CARD SERVICES	HOTELS	Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15	80.41	
						CONFERENCE AND TRAVEL	Superintendent's Office	01.0	00000.0	00000	71000	4321	0001000	14-15	20.89	
						OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15	35.12	
						MISCELLANEOUS	Superintendent's Office	01.0	00000.0	00000	71000	5890	0001000	14-15	17.87	
								01.0	00000.0	00000	71000	4321	0001000	14-15	10.64	
								01.0	00000.0	00000	71000	4350	0001000	14-15	17.89	
								01.0	00000.0	00000	71000	5220	0001000	14-15	40.96	
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15	14.44	
							Superintendent's Office	01.0	00000.0	00000	71000	5890	0001000	14-15	7.35	
						CATERING SERVICES		01.0	00000.0	00000	71000	5220	0001000	14-15	59.28	
								01.0	00000.0	00000	71000	5890	0001000	14-15	10.63	
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15	20.90	
						OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	14-15	43.51	
								01.0	00000.0	00000	71000	5220	0001000	14-15	99.61	
								01.0	00000.0	00000	71000	5890	0001000	14-15	40.91	
								01.0	00000.0	00000	71000	4321	0001000	14-15	25.89	
						02/26/2015	64593	CHASE CARD SERVICES							1,132.88	
02/27/15	64602	A		02/27/2015	CDW-G	COMPUTER SUPP/EQUIP	Security	01.0	00000.0	00000	83000	4410	0001050	14-15	3,660.79	
						02/27/2015	64602	CDW-G							3,660.79	
02/27/15	64603	A		02/27/2015	MONTEREY ABALONE CO.	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	07395.0	11100	10000	4310	4010000	14-15	153.15	
						02/27/2015	64603	MONTEREY ABALONE CO.							153.15	

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
02/27/15	64604	A		02/27/2015	CABE	CONFERENCE AND TRAVEL 02/27/2015	Culver City Middle School 64604	01.0	42030.0	11100	21000	5220	3010000	14-15		1,610.00	1,610.00
02/27/15	64607	A		02/27/2015	SMART & FINAL	OFFICE SUPPLIES	Culver City Middle School 64607	01.0	00000.0	00000	27000	4350	3010001	14-15		2,000.00	2,000.00
02/27/15	64608	A		02/27/2015	SCANTRON	OFFICE SUPPLIES	High School 64608	01.0	00000.0	00000	27000	4350	4010001	14-15		1,624.53	1,624.53
02/19/15	64777	A		02/19/2015	THE HELP GROUP	NONPUBLIC SCHOOLS SERVICE 02/19/2015	Special Education 64777	01.0	65000.0	57500	11800	5880	0004040	14-15		816,919.00	816,919.00

Total by District : 64444 3,381,224.04 3,381,224.04

End of Report LAPO009C

NONPUBLIC SCHOOLS:
 CURRENT PERIOD: \$816,919.00
 APPROVED Y.T.D.: \$2,909,041.00

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

COMMERCIAL WARRANTS

JANUARY 16, 2015 - FEBRUARY 20, 2015	\$	3,266,511.00
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PAYROLL WARRANTS

JANUARY 16, 2015 - FEBRUARY 20, 2015	\$	4,228,499.77
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TOTAL:	\$	<u>7,495,010.77</u>
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BOARD REPORT

9.4

Financial Implication for Certificated Services Report No. 13

Total Fiscal Impact per Funding Source:

CCEF	\$ 1,153.50
General Fund	\$ 40,198.17
LCFF	\$ 1,653.41

BOARD REPORT

9.4 Certificated Personnel Services Report No. 13

I. Authorization and Ratification of Employment

A. Temporary Teacher

Effective March 2, 2015 through June 12, 2015
Funding Source: General Fund
Total Cost: \$38,068.68

- | | | | |
|----|------------------------------|----------------|---------------|
| 1. | Pettigrew-Gordon, Marissa | Social Studies | High School |
| 2. | Harr, Amelia (extended time) | English | Middle School |

B. Extra Assignment – Middle School, After School Homework Help

Effective February 19, 2015 through June 5, 2015 at \$38.45 per hour, not to exceed
2 hours per week
Funding Source: LCFE
Total Cost: \$1,076.66

1. Berberich, Carol

C. Extra Assignment – Middle School, Before/After School Homework Help

Effective February 12, 2015 through June 12, 2015 at \$38.45 per hour, not to exceed 15 hours
Funding Source: LCFE
Total Cost: \$576.75

1. Harr, Amelia

D. Extra Assignment – High School, California Democracy Schools Professional Development

Effective August 13, 2014 through August 19, 2014 at \$37.69 per hour, not to exceed
3.5 hours per teacher
Funding Source: General Fund
Total Cost: \$659.58

- | | | | |
|----|--------------------|----|-------------------|
| 1. | Kochevar, Jennifer | 4. | Tarvyd, Katherine |
| 2. | Plotnik, Lucas | 5. | Valverde, Carlos |
| 3. | Ta, Jenny | | |

E. Extra Assignment – High School, Athletic Academic Program Additional Teacher

Effective April 7, 2015 through June 12, 2015 at \$38.45 per hour, not to exceed
30 hours
Funding Source: CCEF
Total Cost: \$1,153.50

1. Sullivan, Bryan

BOARD REPORT

9.4 Certificated Personnel Services Report No. 13 – Page 2

I. Authorization and Ratification of Employment - Continued

F. Extra Assignment – High School, California Democracy School Curriculum Planning
Effective September 1, 2014 through January 16, 2015 at \$37.69 per hour, not to exceed
6.5 hours per teacher
Funding Source: General Fund
Total Cost: \$1,469.91

- | | | | |
|----|--------------------|----|-------------------|
| 1. | Diaz, Carina | 4. | Plotnik, Lucas |
| 2. | Fontijn, Mariah | 5. | Tarvyd, Katherine |
| 3. | Kochevar, Jennifer | 6. | Valverde, Carlos |

II. Revision

Previously approved on 10/14/14; item H; 10/14/14

1. Substitute Teacher – Adult School
Effective September 15, 2014 at \$37.88 per hour, work as needed
Funding Source: ADA

- | | | | |
|----|-------------|-------------------|------------------------|
| 1. | Light, Ruth | Change Start Date | From: October 9, 2014 |
| | | | To: September 15, 2014 |

III. Leaves

- | | | |
|----|--|--|
| 1. | Rojas, Laura
Elementary Teacher – Linwood | Family Care and Medical Leave of Absence Without Pay
Effective February 25, 2015 through May 20, 2015 |
| 2. | Schueler, Susan
English Teacher – CCHS | Extended Personal Leave Without Pay
Effective August 19, 2015 through June 10, 2016 |

IV. Resignations

- | | | |
|----|---|---|
| 1. | Ogren, Jennifer
Language Arts Teacher – CCMS | Effective June 12, 2015
Reason: Moving |
| 2. | Ross, Kayoko
Japanese Teacher – CCHS | Effective June 12, 2015
Reason: Transportation |
| 2. | Taylor, Molly
Chemistry Teacher – CCHS | Effective June 12, 2015
Reason: Other |

BOARD REPORT

9.4 Certificated Personnel Services Report No. 13 – Page 3

RECOMMENDED MOTION: That approval be granted for Certificated Personnel
Services Report No. 13

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.5 **Financial Impact for Classified Personnel Services Report No. 13**

Total Funding Fiscal Impact:

Child Development Total:	\$55,087.18 \$14.05 per hour, as needed
Food Services Total:	\$15.59 per hour, as needed
General Fund Total:	\$53,722.49 \$19.05 per hour, as needed \$16.05 per hour, as needed \$10.18 per hour, as needed
CCHS Booster Total:	\$2,500.00

BOARD REPORT

9.5 Classified Personnel Services Report No. 13

I. Authorization, Approval & Ratification of Employment

A. Child Development

1. Alkotob, Irma
Instructional Assistant – Child Development
Child Development
16.5 hours per week, school year
Funding Source: Child Development
Effective March 2, 2015
Range 11 – \$14.81 per hour
Total Cost: \$9,676.85
2. Mira, Brenda
Instructional Assistant – Child Development
Child Development
16.5 hours per week, school year
Funding Source: Child Development
Effective March 2, 2015
Range 11 – \$14.81 per hour
Total Cost: \$9,676.85
3. Jimenez, Melina
Substitute Instructional Assistant –
Child Development
Child Development
Funding Source: Child Development
Effective February 26, 2015
Hourly, as needed – \$14.05 per hour

B. Clerical & Fiscal

1. Stanis, Rebecca
Secretary II
High School – Extra Assignment –
Open House & Parent Night
Not to exceed 5 hours
Funding Source: General Fund
Effective February 18, 2015 through
February 26, 2015
Range 22 – \$19.40 per hour
Total Cost: \$97.00

BOARD REPORT

9.5 Classified Personnel Services Report No. 13 – Page 2

I. Authorization, Approval & Ratification of Employment – continued

C. Instructional Assistants

1. Rogers, Michael
Instructional Assistant – Physical Education
El Marino – Extra Assignment
Not to exceed 2 hours per day, as needed
Funding Source: General Fund
Effective February 18, 2015 through
June 12, 2015
Range 15 – \$19.05 per hour, as needed
2. Codero, Andrea
Instructional Assistant – Special Education IIA
Linwood Howe – Extra Assignment –
Class Field Trip
Not to exceed 3 hours
Funding Source: General Fund – Special Ed
Effective March 10, 2015
Range 16 – \$19.40 per hour
Total Cost: \$58.20
3. Robinson, Shandimar
Instructional Assistant – Special Education IIA
Child Development – Extra Assignment –
Pblast Program
Not to exceed 2.5 hours per day
Funding Source: General Fund – Special Ed
Effective January 5, 2015 through
June 12, 2015
Range 16 – \$17.63 per hour
Total Cost: \$4,495.65

D. Maintenance

1. Sevoian, Tengiz
Substitute School Custodian
Maintenance, Operations & Transportation
Funding Source: General Fund
Effective March 2, 2015
Hourly, as needed – \$16.05 per hour

E. Coaches

1. Turner, Jackie
Temporary Girls' Assistant Lacrosse Coach
High School
Funding Source: General Fund – Athletics
Effective February 17, 2015 through
May 15, 2015
Stipend of \$2,000.00

BOARD REPORT

9.5 Classified Personnel Services Report No. 13 – Page 3

I. Authorization, Approval & Ratification of Employment – continued

E. Coaches – continued

2. Vacovec, Liz
Temporary Girls' Lacrosse Coach
High School
Funding Source: General Fund – Athletics
Effective February 17, 2015 through
May 15, 2015
Stipend of \$2,000.00
3. Burrell, Jeremy
Temporary Assistant Baseball Coach
High School
Funding Source: CCHS Booster Club
Effective February 28, 2015 through
May 16, 2015
Stipend of \$2,500.00

F. Noon Duty Supervisors

1. Barker, Amber
Temporary Noon Duty Supervisor
El Rincon
Funding Source: General Fund
Effective March 3, 2015 through
June 12, 2015
Total Cost: \$10.18 per hour, as needed
2. Dawson, Terrence
Temporary Noon Duty Supervisor
El Rincon
Funding Source: General Fund
Effective March 3, 2015 through
June 12, 2015
Total Cost: \$10.18 per hour, as needed

G. Stipend Assignments

1. Opstad, Kirsten
Temporary Assistant Musical Director
High School – AVPA
Funding Source: General Fund
Effective January 5, 2015 through
March 16, 2015
Stipend of \$2,616.00

BOARD REPORT

9.5 Classified Personnel Services Report No. 13 – Page 4

II. Authorization, Approval & Ratification of Change of Assignments

1. Kohler, Allison
Promotion via Classified Interviews:
From: Instructional Assistant – Special Ed IIA
3.5 hours per day, school year
To: Instructional Assistant –
Child Development
8 hours per day, 12 months per year
Child Development
Funding Source: Child Development
Effective March 23, 2015
Range 11 – \$2,977.79 per month
Total Cost: \$35,733.48

2. Shedrick, Brian
Promotion via Classified Interviews:
From: School Custodian
Middle School
To: Custodian III
Farragut
8 hours per day, 12 months per year
Funding Source: General Fund
Effective March 23, 2015
Range 20 – \$3,537.97 per month
Total Cost: \$42,455.64

3. Casillas, Irene
Working Out of Classification:
From: Food Service Assistant
To: Cook
Food Services – High School
8 hours per day
Funding Source: Food Services
Effective February 18, 2015
Range 6 – \$15.59 per hour, as needed

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

1. Bordenave, Helen
Driver
Maintenance, Operations & Transportation
6 hours per day, school year
Exhaustion of benefits
Funding Source: General Fund
Effective March 5, 2015
Range 21 – \$22.57 per hour

BOARD REPORT

9.5 Classified Personnel Services Report No. 13 – Page 5

IV. Authorization, Approval & Ratification of Resignations

1. Jaffe, Kyrin
Instructional Assistant – Special Education IIA
El Rincon
6 hours per day, school year
Personal
Funding Source: General Fund – Special Ed
Effective March 2, 2015
Range 16 – \$19.40 per hour

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 13

Moved by:

Seconded by:

Vote:

9.6 Enrollment Report

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

Moved by:

Seconded by:

Vote:

Culver City Unified School District
Enrollment for the 5th School Month (12/15/14 - 1/9/15)
2014 - 2015

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	134	85	87	90	88	0	484
Transitional K	23	20	0	20	20	0	83
1	140	85	91	95	71	0	482
2	130	86	96	90	62	0	464
3	126	71	96	84	89	0	466
4	133	93	109	83	65	0	483
5	123	90	109	118	99	0	539
Spec Class	0	24	0	0	33	0	57
Elementary Total	809	554	588	580	527	0	3058

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	529			0	529
7	468			0	468
8	489			0	489
9		528	0	2	530
10		515	1	0	516
11		487	10	3	500
12		490	25	4	519
Spec Class	29	32	0	0	61
Secondary Total	1515	2052	36	9	3612

iACADEMY	
	Total
1	1
2	0
3	0
4	0
5	0
6	1
7	0
8	0
9	2
10	3
11	4
12	4
	15

Total K-12 Enrollment	6670
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PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
54	24	31	0	91	123	323

ADULT SCHOOL

Adult Basic Ed	ESL	Citizenship	Adults with Disabilities	High School Subjects	Total
79	301	0	16	93	489

Notes:

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 93 students enrolled in high school subjects, 17 concurrently attend high school.

Culver City Unified School District
Enrollment for the 6th School Month (1/12/15 - 2/6/15)
2014 - 2015

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	136	84	86	91	88	0	485
Transitional K	23	19	0	20	20	0	82
1	140	87	89	94	71	0	481
2	130	87	94	91	62	0	464
3	128	71	95	84	90	0	468
4	133	92	110	85	66	0	486
5	123	90	109	120	99	0	541
Spec Class	0	24	0	0	33	0	57
Elementary Total	813	554	583	585	529	0	3064

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	527			0	527
7	467			0	467
8	491			0	491
9		527	0	2	529
10		518	2	0	520
11		476	12	3	491
12		493	23	4	520
Spec Class	29	34	0	0	63
Secondary Total	1514	2048	37	9	3608

IACADEMY	
	Total
1	1
2	0
3	0
4	0
5	0
6	1
7	0
8	0
9	1
10	4
11	3
12	4
	14

Total K-12 Enrollment **6672**

PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
55	24	32	0	97	122	330

ADULT SCHOOL

Adult Basic Ed	ESL	Citizenship	Adults with Disabilities	High School Subjects	Total
112	433	0	20	186	751

Notes:

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 186 students enrolled in high school subjects, 44 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	809	818	813
El Rincon	564	553	566	555	567	551	568	554	567	554	571	554
Farragut	562	584	572	588	571	589	571	590	564	588	564	583
La Ballona	566	587	566	585	569	589	566	580	558	580	562	585
Linwood Howe	523	526	530	525	537	525	538	527	534	527	541	529
Ind. Study	0	0	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	3058	3056	3064

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	1515	1459	1514
High School	2024	2079	2049	2070	2043	2060	2039	2057	2033	2052	2019	2048
Culver Park	52	29	57	33	27	36	67	36	68	36	64	37
Ind. Study	18	8	20	7	24	9	24	9	30	9	23	9
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	3612	3565	3608

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	15	N/A	
K-12 Total	6578	6710	6628	6704	6607	6703	6639	6674	6613	6670	6621	6672

BOARD REPORT

3/10/15

9.7

9.7 **Approval is Recommended for the Culver City High School “Sojourn to the Past” Field Trip, March 27 through April 2, 2015**

Board Policy 6153, Field Trips, specifies that field trips or other student trip activities sponsored by the school district be approved by the Board of Education when they involve an overnight or a more extended stay by students. Board Policy 4133 states that all out-of-state travel must have Board approval.

Jennifer Kochevar, Culver City High School history teacher, seeks approval for approximately 7 high school students to travel to the southern states, March 27 through April 2, 2014, during Spring Break. Culver City participants and approximately 100 students and teachers from other high schools, will fly to Atlanta, Georgia and travel by bus to Montgomery, Birmingham, Selma, and fly back from Atlanta, Georgia.

This schedule is consistent with past years.

Students' travel expenses will be paid by parents and fundraising activities. Ms. Kochevar will chaperone the trip.

RECOMMENDED MOTION: That the Board approve the Culver City High School “Sojourn to the Past” Field Trip, March 27 through April 2, 2015.

Moved by:

Seconded by:

Vote:

BOARD REPORT

3/10/15

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 eight students will be recognized for their good citizenship.

BOARD REPORT

3/10/15
10.2

10.2 Spotlight on Education – Culver City Middle School

Dr. Linsey Gotanda, Principal, will share some highlights of Culver City Middle School, emphasizing PLC's, Intervention and Enrichment.

BOARD REPORT

3/10/15

12.1

12.1 2014-2015 Second Interim Report and LCAP

In addition to other fiscal requirements, AB 1200 and AB 2756 legislation was enacted to insure full public disclosure of a public school district's financial position in the current and future years. The purpose of the interim reports, as required under AB 1200 and AB 2756, is to establish a procedure for the Board of Education, the public and other interested agencies to receive information regarding the financial condition of an entity during periodic intervals of the fiscal year.

Mr. Sean Kearney, Director of Fiscal Services, will present the Second Interim Report for the 2014-2015 fiscal year.

CCUSD

2014-15 Second Interim and LCAP Update

Presented by

Sean Kearney

Director, Fiscal Services

And

Kati Krumpe Ed.D.

Assistant Superintendent, Educational
Services

March 10, 2015

1

LCAP Update

Harnessing a New Model

- Implementation

- Annual Update
 - Review
 - Revise

- Next Steps

2




LCAP Update Implementation

- December, 2014-February, 2015:
 - Focusing on **the four questions**
 - Continued growth of PLC
 - Progress in Question 3 and 4
 - Professional development for the roll out of Common Core
 - Infusion of Technology
 - Continued work on the **alignment** between the LCAP and the Single Plan for Student Achievement
 - Strong **coordination** with business services
 - Initial metrics and annual update work

3



LCAP Update Annual Update

- March-May, 2015:
 - **Review**
 - Final collection of data and metrics including **survey**
 - Stakeholder Review
 - **Admin, Teachers, Classified, Parent Groups, Students**
 - **Revise.**
 - Finalize structure and timeline for **revisions** including the writing of the 2015-2018 plan
 - Most will happen simultaneous to review process
 - LCAP Advisory Committee **Approval**
- 

4

LCAP Update Next Steps

June, 2015

- Adoption of LCAP to align with 2015-2016 budget adoption by June 30, 2015.

Summer and Fall, 2015

- Implementation of new adopted plan
- Integration and possible revisions based on initial SBAC test scores
- FUTURE: alignment and review of LCAP against state adopted rubric (estimated release: October 2015)

5

2014-15 Net Decrease/Increase in Fund Balance

- Dec. 9 First Interim – \$618,561
- March 10 Second Interim – (\$1,094,168)*

*Significant decrease in fund balance is due to 2% mid-year salary schedule increase, various staff additions, and increases in costs for services and other operating

6

2014-15 Ending Balances GF- Unrestricted

■ Dec 9 First Interim – Undesignated	\$14,416,672
■ March 10 Second Interim – Undesignated	<u>\$13,221,206</u>
■ Negative Change	-\$1,195,466

7

First Interim vs. Second Interim Notable Differences – General Fund

- Revenue:
 - Increase in LCFF funding (\$239,548)
- Expenditures:
 - Increase in salaries and benefits due to 2% mid-year salary schedule increase and additional staffing
 - Increase in Other Operating due to various items
 - Increase in transfers out to Deferred Maintenance and Adult Ed. funds

8

Multi-Year Projection

- Reduction of local revenue in 2015-16 due to expiration of Parcel Tax in 2014-15 (\$1.2 million)
- Reduction of ROP funding per direction from LACOE (\$760K)
- Increase in employer contributions to STRS and PERS
- 3.6% salary schedule increase in 2015-16
- One-time expenditures related to textbook adoptions

Goal 1: All CCUSD students will learn from properly credentialed teachers and administrators in their authorized area of instruction utilizing standards-aligned instructional materials in school facilities that are in good repair (Conditions of Learning).

Identified Need:

CCUSD has analyzed data and determined that all of our teachers are credentialed in their authorized area of instruction, utilizing standards-aligned instructional materials, and are in school facilities that are in good repair. Information was gathered using:

- Credentialing information
- CalPads
- Facilities Master Plan
- Williams reports
- School Accountability Report Cards
- Community Input

Identified Metric:

- Rate of teachers that are credentialed in their area of instruction (currently 100%)
- Rate of CCUSD students utilizing state adopted curriculum as their core instructional material (currently 100%)
- Rate of CCUSD facilities in a state of exemplary repair based on the 2013-2014 School Accountability Report Card (Overall facility rate showed that 75 % of sites received a rating of good and 25% of sites received a rating of exemplary)

What will be different/improved for students in 2014-15?

- The rate that teachers will continue to be credentialed in their area of instruction will remain at 100%. **Goal met**
- The rate that CCUSD students will utilize state adopted curriculum as their core instructional material will remain at 100%. **Goal met**
- The rate that CCUSD facilities are in good repair as determined by the maintenance and operations department guidelines and standards will increase from 75% to 80%. **Goal met 80.5%**

Envisioned Changes:

A. Annual Actions

Actions and Services: As CCUSD continues to ensure that all teachers are teaching in their required areas, we will design a process to recruit and retain high quality teachers. *Year 1: Develop a recruitment processes through competitive salaries and optimal working conditions. *Year 2: Implement the recruitment, selection, and retention processes through competitive salaries and optimal working conditions. *Year 3: Review and revise the recruitment, selection, and retention processes through competitive salaries and optimal working conditions.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Teacher Recruitment (HR)	\$2,000	\$0	Base	Develop and implement a recruitment processes to find and attract high quality teachers.
We have many hard to fill positions due to a shortage of Japanese Immersion teachers, secondary Math and Science teachers and Special Education teachers. We will be able to promote our school district at job fairs, widen our searches by using a variety of educational media sources allowing CCUSD and our hiring needs to gather more traction locally within the city and the state and nationally.				
Beginning Teacher Support Staff (ES)	\$140,000	\$98,059	Base	Develop a retention process for new teachers through professional development and support.
Two Teachers on Special Assignment as well as six site based teachers provided support for new teachers based on an increase in teachers needing BTSA				

Beginning Teacher Support Program (ES)	\$22,000	\$5,238	Base	Expenditures to cover materials, supplies, substitutes, professional development and professional development costs
Substitute teachers have been provided for released time for professional development. The support providers were released to provide new teacher observations. Supplies were purchased and provided to teachers.				

Actions and Services: CCUSD will continue to provide all students with materials that are standards aligned. *Year 1: Math textbook adoption - Select and purchase math materials. *Year 2: ELA textbook adoption - Select and purchase of ELA materials and implement PD on math materials and purchase consumables. *Year 3: Science textbook adoption - Select and purchase science materials, purchase math consumables, implement PD on ELA materials and purchase consumables. *Year 1, 2, & 3: Continue to purchase other materials as necessary.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Math Text Book Adoption (ES)	\$420,000	\$0	Base / Reserves	*Year 1 Select and purchase math materials. *Year 2 Purchase consumables. *Year 3 Purchase math consumables. (costs include materials for the language immersion programs)
Adoption committee recommendations to go to the board 3/10/2015. District will need to revise costs based on new adoption.				

Actions and Services: With the assistance from technology for learning specialists, CCUSD will develop and coordinate the use of 21st century technology and tools in the classrooms. • Learning management system • Infrastructure setup • Expanded curriculum • Expanded use of technology *Year 1: Design a technology program that will allow students to access standards aligned curriculum. *Year 2: Implement the technology program that will allow students to access standards aligned curriculum. *Year 3: Review and revise the technology program that will allow students to access standards aligned curriculum.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Technology Specialist (ES)	\$100,360	\$63,496	Base	Hire and employ a technology specialist
The district implemented the 1 st year position in CCUSD to meet the technology goals				
Professional Development (ES)	\$50,000	\$22,035	Title II	Provide stipends and support to teachers and instructional assistants.
\$22,000 has been encumbered or expended toward professional development in the use of 21 century technology. P.D. includes learning management system training, Google Docs, and technology for teaching related to the CUE conference.				
Learning Management System (ES)	\$30,000	\$37,650	Base	Develop a Learning management System

A system was purchased and implemented with a pilot group of teachers.

Keyboarding Program (ES)	\$10,000	\$0	Base	A technology committee composed of teachers and computer lab instructional assistants will evaluate, choose and implement a district-wide keyboarding program.
The district is finalizing a purchase that aligns with the learning management system.				
Technology Plan (ES)	\$5,000	\$543	Base	The district will develop a committee of classified and certificate staff to revise and implement the technology plan.
The Technology committee has met for two half days to develop and revise a plan. Sessions will convene again in March to complete the plan.				

Actions and Services: The district will maintain a staff of properly credentialed teachers and administrators.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Certificated Staff (BS)	\$35,290,209	\$15,932,798	Base	Cost of district certificated staff including benefits.

Actions and Services: CCUSD will ensure cleanliness at all sites with a focus on bathroom and recycling/composting/Green Five initiatives. *Year 1: Continue to provide additional custodial support at each site. *Year 2: Continue to provide additional custodial support at each site. *Year 3: Continue to provide additional custodial support at each site.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Additional Custodians (MOT)	\$105,000	\$67,421	Base	Sites will be provided with additional custodial hours.

Actions and Services: Based on the district needs as outlined in the Master Facilities Plan, CCUSD will keep the facilities in good repair. *Year 1: Develop and clarify the standards of practices of services and expectations for maintenance and custodial staff. *Year 2: Implement the standards of practices and provide professional development to for maintenance and custodial staff. *Year 3: Review and revise the standards of practice for maintenance and custodial staff.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Maintenance and Operations (MOT)	\$0	\$67,421	Base	No additional expenditures will be incurred as these costs are part of the district's ongoing operational costs.

B. Additional Annual Actions

Actions and Services: Provide supplemental assistance and materials including print and 21st century tools and technology. *Year 1, 2, and 3: Sites will analyze the efficacy of the supplemental assistance and materials and continue to provide the assistance and materials as needed based on pupil outcome data.

Student Group(s): Low income pupils; English learners

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Supplemental Materials (sites)	\$0	\$0	LCFF Supplemental	Provide supplemental materials and supplies. (Costs accounted for in Goal 4 Pupil Outcomes)
ELA Intervention Materials (sites)	\$25,000	\$0	LCFF Supplemental	Intervention materials to be used at the elementary sites to address reading deficiencies
Intervention Reading Library (ES)	\$40,000	\$667	LCFF Supplemental	Reading libraries will be purchased for use with the ELA reading interventions.
Educational Services purchased leveled books for Guided Reading Training.				
Reading Coach Stipends (ES)	\$3,500	\$0	LCFF Supplemental	Provide stipends for teachers taking on the additional role of reading coaches.
The district is currently developing reading coaches and purchasing materials for demo classrooms.				

Goal 2: All staff will receive professional development to enhance PLC collaboration, share best instructional practices and programs, and implement effective 21st century classroom instruction aligned to the California adopted Common Core State Standards (Conditions of Learning).

Identified Need:

As we transition from the previously adopted California academic content and performance standards to the Common Core State Standards (CCSS), the district has not fully implemented the CCSS in all grade levels. The following information was used to determine the need for professional development:

- Staff feedback (Educational Effectiveness Survey for teachers)
- Community feedback (CCUSD created surveys and LCAP conversations for all stakeholders)
- Educational Services team and site administration PLCs.

Identified Metric:

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

What will be different/improved for students in 2014-15?

- The percentage of students that will be taught by teachers that will participate in PLC focused on student learning will increase from 91% to 100%. Data forthcoming - CCUSD survey)
- The percentage of students that will be taught by core staff that participate in regular professional development opportunities in order to enhance collaboration will increase from 53% to 63%. Data forthcoming - CCUSD survey
- The percentage of students that will be taught by core teachers that participate in regular professional development opportunities on effective instruction aligned to the California adopted Common Core State Standards will increase from 42% to 52%. Data forthcoming - CCUSD survey
- The percentage of students that will be taught by core teachers that participate in the opportunity to be trained on the effective use of technology will increase from 31% to 41%. Data forthcoming - CCUSD survey

Envisioned Changes:

A. Annual Actions

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Substitute Costs (BS)	\$60,000	\$18,600	Base	Substitutes will be provided for leadership team release time.

Actions and Services: As CCUSD strives for continuous improvement for all staff (certificated and classified), we will further develop our Professional Learning Communities (PLC). *Year 1: District and site leaders will continue to receive PLC training, & site leaders will collaborate with their grade level or department teams to grow their PLCs. *Year 2 & 3: District and sites will continue to strengthen their PLCs.

PLC release time was utilized for work with Mike Matos and Solution Tree.

Contracted Services (BS)	\$54,000	\$26,680	Base	Provide ongoing training for PLC leadership
Services provided through Solution Tree				
Extra Assignment (ES)	\$11,000	\$0	Base	Provide staff with additional assignment hours as needed for school leadership teams professional development.
Materials and Supplies (ES)	\$2,000	\$0	Base	Provide materials and supplies as needed to implement PLC leadership team professional development.

Actions and Services: Develop continued capacity in examining the district's four essential questions. • What do we want our students to learn? • How do we know if they know it? • What do we do if they don't? • What do we do if they do? *Year 1: Sites will develop and implement a comprehensive Response to Intervention/Instruction (RTI). *Year 2 & 3: Sites will continue to implement and refine their RTI.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Professional Learning Communities (sites)	\$0	\$0	Base	Actions and Services are addressed through PLC meetings. No additional expenditures are necessary.

Actions and Services: CCUSD will implement the Common Core State Standards (CCSS). *Year 1: Continue to provide PD on the effective implementation of CCSS. Develop and utilize common formative assessments in ELA and math. * Year 2: Continue to refine and utilize common formative assessments in ELA and math. Expand common formative assessments to other content areas. Review/monitor data and revise instructional strategies and assessments to increase effective teaching of the CCSS and student success. *Year 3: Continue to provide PD on the effective implementation of CCSS. Continue to refine and utilize common formative assessments in ELA and math. Expand common formative assessments to other content areas. Review/monitor data and revise instructional strategies and assessments to increase effective teaching of the CCSS and student success.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Materials Adoption P. D. (ES)	\$40,000	\$0	Common Core year 1 - Title II year 2 and 3	Implement professional development on new materials adopted for ELA and math.

Math leads and community stakeholders are finalizing their recommendations.

Actions and Services: CCUSD will implement the Next Generation Science Standards (NGSS). *Year 1: CCUSD will design and implement professional development to expose teachers to the NGSS. *Year 2: CCUSD will utilize the NGSS in the classrooms while continuing to receive professional development. *Year 3: CCUSD will review the implementation of the NGSS in the classrooms and provide professional development as necessary.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Materials Adoption P.D (ES)	\$10,000	\$0	Common Core year 1 - Title II year 2 and 3	Implement professional development on new materials adopted for Next Generation Science Standards
Instructional Assistant (sites)	\$12,700	\$7,181	Base	Implementation of NGSS through STEM at El Rincon

Staff attended the Next generation Science Standards Symposium

Actions and Services: CCUSD will support professional development on the English Language Development Standards. *Year 1: CCUSD will design and implement professional development to expose teachers and instructional assistants to the ELD standards. *Year 2: CCUSD will utilize the ELD standards in the classrooms while continuing to receive professional development. *Year 3: CCUSD will review the implementation of the ELD standards in the classrooms and provide professional development as necessary.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Materials Adoption P.D. (ES)	\$10,000	\$2,637	Common Core year 1 - Title II year 2 and 3	Implement professional development on new materials adopted for new ELD standards

ELD standards professional development provided at four school sites.

B. Additional Annual Actions

Actions and Services: CCUSD will continue to provide professional development to enhance instructional practices to close the achievement gap. *Year 1, 2, & 3: Review and revise the professional development plan to enhance instructional practices.

Student Group(s): Low income pupils; Foster youth; English learners; Redesignated fluent English proficient pupils

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Educational Specialists (ES)	\$320,000	\$147,462	LCFF Supplemental	Provide educational specialists to develop and provide professional development to enhance instruction.
Reading Intervention Materials (ES)	\$20,000	\$0	LCFF Supplemental	Materials required to perform professional development

Two EL Specialists continue to provide district wide support.

Materials were developed and purchased.				
Reading Intervention PD (ES)	\$30,000	\$0	LCFF Supplemental	Substitutes for teachers and instructional assistants for release time and extra assignment hours as needed.
Substitutes were provided for professional development.				
Phase II Reading Intervention Materials (ES)	\$5,000	\$0	LCFF Supplemental	Provide materials required for advanced training in ELA reading intervention.
Leveled Literacy Intervention materials were purchased.				
Phase II Reading Intervention PD (ES)	\$15,000	\$0	LCFF Supplemental	Substitutes for teachers and instructional assistants for release time and extra assignment hours as needed.
Substitutes were provided for professional development.				

Goal 3: To ensure open access to all courses, all students will be enrolled in all required areas of study to successfully prepare them for college and career (Conditions of Learning).

Identified Need:

CCUSD has analyzed data and determined that all students have access to courses to prepare them to be college and career ready. Although students have access, not all students are enrolled or completing the required coursework to be college and career ready. Information was gathered using:

- Enrollment and completion of a-g courses
- Graduation rate
- Master schedule
- Staff feedback

Identified Metric:

- Percentage of students that have access to courses which prepare them for the transition to college and career readiness as shown in course descriptions and published student pathways (currently 100%).
- Percentage of students that complete courses which prepare them for the transition to college and career readiness as shown in course descriptions and published student pathways (currently 41%).
- Percentage of students that graduate (currently 91%).

What will be different/improved for students in 2014-15?

- The percentage of students that will have access to courses which prepare them for college and career readiness will remain at 100%. **Goal met**
- The percentage of students that will complete the required courses to be on track for college and career readiness based on their grade level will increase from 41% to 45% **Goal met 46.8%**
- The percentage of students that will graduate will increase from 91% to 92%. Data forthcoming - CDE

Envisioned Changes:

A. Annual Actions

Actions and Services: CCUSD will ensure access to the CCSS for all students with the same rigorous coursework regardless of program placement. *Years 1, 2, & 3: Sites will ensure that all teachers are implementing the CCSS in their classrooms.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Professional Learning Communities (Sites)	\$0	\$0	Base	Actions and Services are addressed through PLC meetings. No additional expenditures are necessary.

Actions and Services: CCUSD will successfully prepare all students for college and career by providing pathways to acceleration. • Math • Foreign Language • Science • Advanced Placement (AP) • ART • Career Technical Education (CTE) *Year 1: Implement the new Math Acceleration pathway. Implement the Dual Language (Spanish and Japanese) Program pathways. Continue to analyze, revise, and define pathways for students to ensure student access. Develop and define pathways for acceleration for all subjects. * Year 2 & 3: Continue to analyze, revise, and define pathways for students to ensure student access. Implement, review and revise pathways for acceleration for all subjects.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Pathway Development (Sites)	\$6,500	\$0	Common Core and Title II	The district will provide subs for release time to leadership teams and/or additional extra assignment hours to assess pathways
Math, foreign language, & science curriculum committees met. New pathways were designed, finalized, and communicated.				

Actions and Services: CCUSD will ensure all students have access to a-g classes. *Years 1, 2, & 3: Conduct data analysis and eliminate barriers to a-g courses for all students.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Professional Learning Communities (Sites)	\$0	\$0	Base	Actions and Services are addressed through PLC meetings. No additional expenditures are necessary.

Actions and Services: CCUSD will provide equitable access to arts education for all students in a sequential, articulated program that includes visual art, dance, music, theater, and media arts per district art matrix.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Music Teacher (ES)	\$55,000	\$33,598	Base	Employ a K - 12 music teacher to implement and enhance music throughout the district.
Vocal music teacher continued to provide services to schools.				
Visual Arts K-8 (Sites)	\$30,000	\$30,000	Base and Donations	Expand the K-8 visual arts programs throughout the district. Funding provided through general fund (\$2,000 per site) and donations (\$3,000 per site)
All sites have expanded their visual arts programs based on site goals and needs. CCMS added a digital photography program.				

Actions and Services: Sites will disaggregate data and ensure open access to a-g, Advanced Placement, honors, and the Arts Integration Program classes for all students.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Professional Learning Communities (Sites)	\$0	\$0	Base	Actions and Services are addressed through PLC meetings. No additional expenditures are necessary.

B. Additional Annual Actions

Actions and Services: CCUSD will utilize disaggregated data to provide supplemental services and materials to ensure access to the CCSS. *Year 1, 2, & 3: Sites will use data to provide supplemental services and materials as needed.

Student Group(s): Low income pupils; Foster youth; English learners; Redesignated fluent English proficient pupils

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Professional Development for Teachers (ES)	\$0	\$0	LCFF Supplemental	Professional Development for Teachers - Cost accounted for in Goal 4 - Pupil Outcomes

Professional development has been provided to the middle school and the secondary sites have attended multiple conferences.

Goal 4: Every student will progress academically through each grade level ensuring college and career readiness by the end of 12th grade (Pupil Outcomes).

Identified Need:

CCUSD has analyzed data and determined that all of our students are progressing academically. However, not all students are progressing at a rate that will ensure college and career readiness by the end of 12th grade. Data were gathered using:

- a-g completion rate
- Standardized test results
- Graduation rate
- Progress of English Language Learners (EL) toward English Proficiency
- EL Reclassification rate
- Advanced Placement scores
- EAP results
- AYP and API Scores

Identified Metric:

- Percentage of students completing a-g (currently 41%)
- Percentage of students graduating (currently 91%)
- Percentage of English Language Learners (EL) progressing of toward English Proficiency (currently 63%)
- EL Reclassification rate (currently 18%)
- Students earning a 3 or better on the Advanced Placement exams (currently 76%)
- Percentage of students "Ready for College" in ELA based on the EAP (currently 39%)
- Percentage of students "Ready for College" in math based on the EAP (currently 34%)
- Percentage of students "Proficient" in math based on state testing (currently 74%)
- Percentage of students "Proficient" in ELA based on state testing (currently 72%)
- Percentage of students "Proficient" on district common assessments of essential standards (no current data)

What will be different/improved for students in 2014-15?

- The percentage of students that will complete all a-g coursework will increase from 41% to 43%. **Goal met 46.8%**
- The percentage of students that will graduate will increase from 91% to 92%. Data forthcoming - CDE
- The percentage of English Language Learners (EL) progressing of toward English Proficiency will increase from 63% to 65% **Goal not met 61.6% (2014/15 projected at 60.5%)**
- The percentage of English Language Learners (EL) that will reclassify will remain at 15% or higher. **Goal met**
- The percentage of students that earn a 3 or better on the Advanced Placement exams will increase from 76% to 77%. **Goal met 79%**
- The percentage of students that will be "Ready for College" in ELA based on the EAP will increase from 39% to 41%. **Goal met 53%**
- The percentage of students that will be "Ready for College" in Math based on the EAP will increase from 34% to 36%. **Goal met 41%**
- The percentage of students "Proficient" in math will not be measured this year. (No metric available)
- The percentage of students "Proficient" in ELA will not be measured this year. (No metric available)
- The percentage of students "Proficient" on district common assessments of essential standards baseline data will be determined.

Envisioned Changes:

A. Annual Actions

Actions and Services: CCUSD will continue to appropriately place and support all students to ensure they will progress academically through each grade level. *Year 1: Analyze data to refine support for student achievement. *Year 2 & 3: Continue to analyze data to refine support for student achievement.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Student Achievement School Allocation (Sites)	\$425,000	\$175,876	Base	Each site will develop their Single Plan for Student Achievement to specify how funding will be allocated to meet this Action.
Each site developed a Single Plan allocating 63.83 per student to raise student achievement				
Professional Learning Communities (Sites)	\$0	\$0	Base	Actions and Services are addressed through PLC meetings. No additional expenditures are necessary.

Actions and Services: CCUSD will continue to provide professional development for teaching content, building capacity, and improving instruction. *Year 1: Review data, design and implement a comprehensive professional development program (e.g. Guided Reading, CCSS implementation, BTSA /PAR, Arts Integration Program, GATE, etc.) *Year 2 & 3: Review data and continue to implement a comprehensive professional development program based on results.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Instructional Specialists (ES)	\$206,500	\$117,736	Common Core, Base and Title II	Instructional Specialists will be utilized to design and implement a district wide professional development program for teachers and instructional assistants.
Two instructional specialists continue to provide Common Core training.				
Arts Integration Program (AIP) (ES)	\$10,000	\$0	Base	Funding for the Los Angeles Music Center AIP program for grades 2-5 at all elementary sites.
Action pending at one site to complete year 2 training..				

Actions and Services: Continue to implement the Math Leadership Core (MLC) at the secondary sites to improve instruction and student outcomes. *Year 1, 2, & 3: Increase the number of teachers participating in the training and implementation of MLC.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Instructional Coaching (Sites)	\$83,612	\$65,062	Base	5 FTE teacher for CCMS and 5 FTE teacher for COHS

Actions and Services: Expand the math professional development through the ART of TEACHING at the elementary sites. *Year 1, 2, & 3: Increase the number of sites, teachers and mentors participating in the ART of TEACHING with the use of Cognitive Guided Instruction (CGI.)

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Substitutes (ES)	\$10,000	\$14,448	Base	Provide subs for release time to train additional teachers in the ART of TEACHING.

Substitutes have been provided for the Art of Teaching and CGI.

Actions and Services: Continue to train our administrators and teacher leaders to become experts in data analysis (e.g. School City, Aeries, etc.)

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
SchoolCity STARS Software (ES)	\$39,000	\$26,694	Base	Utilize SchoolCity to assist staff with data analysis

Software has been provided to administrators and teachers. Training has been provided to administrators.

Actions and Services: CCUSD will continue to provide targeted feedback to students using standards based assessments. Years 1, 2, & 3: Provide students with timely feedback based on assessment results. * Rubrics • Learning targets

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Professional Learning Communities (Sites)	\$0	\$0	Base	Actions and Services are addressed through PLC meetings. No additional expenditures are necessary.

Actions and Services: Continue the development and implementation of effective Professional Learning Community teams with the focus on "what do we do when students don't learn, and what do we do when they do?" (Question 3 and 4.) *Year 1: PLCs will review data by student and by standard/need to ensure success for all. *Year 2 & 3: PLCs will review individual and group student outcomes and address their needs to ensure success.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
PLC (Sites)	\$0	\$0	Base	Refer back to Goal 2 for expenditures

Actions and Services: CCUSD will ensure students are college and career ready and successfully complete a-g requirements. *Year 1: PLCs will review data by student and by standard/need to ensure success for all. *Year 2 & 3: PLCs will review individual and group student outcomes and address their needs to ensure success.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Professional Learning Communities (Sites)	\$0	\$0	Base	Actions and Services are addressed through PLC meetings. No additional expenditures are necessary.
Additional Support (Sites)	\$62,100	\$9,042	Base	Additional support will be provided through a .5 FTE teacher to each Title I site.

Actions and Services: CCUSD will continue to review district physical education programs to encourage all students to be healthy. * Year 1, 2, & 3: Sites will review data results including student performance on the California Physical Fitness Test and revise programs as needed.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Physical Education PLC (Sites)	\$0	\$0	Base	Actions and Services are addressed through PLC meetings. No additional expenditures are necessary.

Actions and Services: CCUSD will provide students with Linked to Learning opportunities (connecting strong academics with real world experiences) through all classes including career and technical education (CTE) AVPA, and ROP. *Year 1, 2, & 3: Sites will provide Linked to Learning opportunity that are aligned the new standards for Career Ready Practice.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
CTE Programs (Sites)	\$23,000	\$5,603	Perkins	Funding will continue to be allocated to implement and improve CTE programs.
ROP Programs (Sites)	\$0	\$0	Los Angeles County ROP	ROP programs will continue to be implemented.

Actions and Services: Increase opportunities for students to perform community service. * Year 1, 2, & 3: Sites and the district will continue to partner with the community and businesses to increase community service opportunities.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Partnerships (Sites)	\$0	\$0	Base	Sites will work with the community to develop partnerships. No expenditures required.

Actions and Services: Increase enrollment in AVID and expand the use of AVID strategies schoolwide at secondary sites. *Year 1, 2, & 3: Continue to expand the AVID programs at the secondary sites.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
AVID dues (ES)	\$7,000	\$525	Base	Site membership costs

AVID dues were paid for the middle school and high school.

Actions and Services: CCUSD will continue to provide students with the opportunity to become fluent in Japanese or Spanish.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Elementary Support (Sites)	\$144,940	\$78,628	Base	Provide additional elementary support to include 1 FTE teacher at La Ballona and 1 FTE teacher at El Marino
CCMS Expansion (Sites)	\$23,250	\$7,456	Base	Provide an additional 4 FTE teacher.
La Ballona 5th grade Immersion (Sites)	\$79,760	\$46,782	Base	Expand La Ballona immersion program to 5th grade.
Secondary Articulation (Sites)	\$3,000	\$0	Base	Support for expansion and alignment of secondary Dual Language Program (Spanish)

Two FTE positions have been filled.

CCMS Expansion position was filled.

Program was expanded to 5th grade.

Funding not utilized but articulation was conducted.

B. Additional Annual Actions

Actions and Services: CCUSD will continue to provide intervention support to ensure success for students including: • Initial data analysis for selection of students in intervention programs • PD for teachers (see Implementation of State Standards) • Supplemental materials (see Basic Services) • Intervention structure to monitor student progress • Refine interventions based on evidence.

Student Group(s): Low income pupils; Foster youth; English learners; Redesignated fluent English proficient pupils

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Parent Education - Site Allocation	\$50,000	\$1,362	LCFF Supplemental	Although specific mention of expenditures may be in other goal areas of the LCAP, all expenditures related to intervention support are listed here.
Professional Development - Site Allocation	\$150,000	\$14,397	LCFF Supplemental	Although specific mention of expenditures may be in other goal areas of the LCAP, all expenditures related to intervention support are listed here.
Online Materials - Site Allocation	\$100,000	\$6,120	LCFF Supplemental	Although specific mention of expenditures may be in other goal areas of the LCAP, all expenditures related to intervention support are listed here.
Print Materials - Site Allocation	\$100,000	\$4,053	LCFF Supplemental	Although specific mention of expenditures may be in other goal areas of the LCAP, all expenditures related to intervention support are listed here.
Personnel - Site Allocation	\$150,000	\$34,148	LCFF Supplemental	Although specific mention of expenditures may be in other goal areas of the LCAP, all expenditures related to intervention support are listed here.
Technology - Site Allocation	\$50,000	\$8,520	LCFF Supplemental	Although specific mention of expenditures may be in other goal areas of the LCAP, all expenditures related to intervention support are listed here.
Instructional Assistants	\$150,000	\$81,955	LCFF Supplemental	8 positions (3.9 hours per day) to provide targeted intervention and support for students.

AVID Tutors	\$7,000	\$2,002	LCFF Supplemental	Site Tutors
Tutors were hired and provided to the middle school and high school.				
Intervention Technology (ES)	\$45,000	\$0	LCFF Supplemental	Chromebooks for use with ELA intervention programs
Intervention to Increase Students' Lexie Levels	\$15,000	\$5,400	LCFF Supplemental	Differentiated online instruction to improve students' reading and writing.
Software was purchased and utilized.				
Math Coach	\$0	\$0	LCFF Supplemental	Elementary math coach to work with teachers
Four math coaches have been provided under a grant.				
District Supported RTI (ES)	\$153,928	\$5,859	LCFF Supplemental	District P.D. related to RTI
Mattos and Muhammad provided district-wide professional development related to RTI.				

Actions and Services: CCUSD Will continue to monitor Redesignated Fluent English Proficient students and provide intervention support.				
Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
RFEP Monitoring (ES)	\$15,000	\$1,481	LCFF Supplemental	Provide support to staff to assist in the monitoring of RFEP students.
Elementary ELD department chair stipend positions were created to assist with the reclassification process and the monitoring of RFEP students.				
RFEP Intervention (ES)	\$0	\$0	LCFF Supplemental	Addressed in other actions and services in Goal 4
Parent literacy workshops are continuing to be conducted.				

Actions and Services: CCUSD will provide intervention support as needed during the summer and before and after school.				
Student Group(s): English learners; Redesignated fluent English proficient pupils				
Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Interventions Beyond the Bell (Sites)	\$15,000	\$0	LCFF Supplemental	CCUSD will provide intervention support as needed during the summer and before and after school

Project STELLAR Summer School (ES)	\$8,000	\$5,717	LCFF Supplemental	CCUSD will work in partnership with LMU to provide a summer intervention program for potential Long Term English Language Learners.
Summer program was provided.				

Actions and Services: CCUSD will ensure success for special populations in immersion classes (including special needs).

Student Group(s): English learners; Redesignated fluent English proficient pupils

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Immersion Support PD (ES)	\$15,000	\$13,958	LCFF Supplemental	Attend a professional development conference to include collaboration that focuses on English learner and special education population support.

Four elementary, two middle school, and one program specialist attended the Immersion Conference in October.

Goal 5: Engage, inform, and educate all stakeholders (Engagement).

Identified Need:

CCUSD has continued to engage, educate, and inform our stakeholders. However, the review of the data revealed a need to increase stakeholder involvement. The following information was used to determine the need for stakeholder involvement:

- Stakeholder Surveys
- Input from PTA, Booster clubs, ELAC, DELAC, School Site Councils, Culver City Education Foundation, community workshops and other parent forums

Identified Metric:

- Survey results on the district's efforts to seek parent input for decisions and parent participation (currently 59% of respondents agree that CCUSD seeks community input and promotes participation of all stakeholders in the decision making process for identifying, planning and implementing the educational program.)

What will be different/improved for students in 2014-15?

- Survey results on the district's efforts to seek parent input for decisions and parent participation will increase from 59% to 61% Data forthcoming – CCCUSD survey
- The percentage of parent involvement and family activities Linked to Learning (connecting families to teaching and learning goals) will be at 50% Data forthcoming - principals

Envisioned Changes:

A. Annual Actions

Actions and Services: Improve communication with parents and continue to seek their input at all sites. *Years 1, 2, & 3: Continue to improve the process of dissemination and collection of information (e.g. phone, email, flyers, surveys, meetings, newsletters).

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Parent Communication (Sites)	\$0	\$0	Base	Site specific activities will be determined by the Single Plan for Student Achievement and funded from the site Student Achievement funding.

Actions and Services: Sites will shift from parent participation opportunities to Linked to Learning (connecting families to teaching and learning goals) for parents.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Linked to Learning (Sites)	\$0	\$0	Base	Site specific activities will be determined by the Single Plan for Student Achievement and funded from the site Student Achievement funding.

Actions and Services: Expand parent education based on parent feedback to increase the capabilities, connections, cognition, and confidence of our parents (USDE Partners in Education: Framework Program Goals). • ABI access / parent portal • Common Core • College and career • Math • ELA / ELD • Parenting classes • Adult education (GED, HS Diploma, ESL)

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Parent Education (Sites)	\$0	\$0	Base	Site specific activities will be determined by the Single Plan for Student Achievement and funded from the site Student Achievement funding.

Actions and Services: Expand email system to all district employees to improve stakeholder communication

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note

B. Additional Annual Actions

Actions and Services: Continue to provide parent education.

Student Group(s): Low income pupils; Foster youth; English learners; Redesignated fluent English proficient pupils

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Staffing for Parent Education (Sites)	\$0	\$0	LCFF Supplemental	Costs accounted for in Goal 4 Pupil Outcomes
Materials and Supplies (Sites)	\$0	\$0	LCFF Supplemental	Costs accounted for in Goal 4 Pupil Outcomes

Actions and Services: Sites will continue to provide additional opportunities for families to get involved.

Student Group(s): Low income pupils; Foster youth; English learners; Redesignated fluent English proficient pupils

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Staffing (Sites)	\$0	\$0	LCFF Supplemental	Costs accounted for in Goal 4 Pupil Outcomes
Materials and Supplies (Sites)	\$0	\$0	LCFF Supplemental	Costs accounted for in Goal 4 Pupil Outcomes

Goal 6: Ensure every student is connected to school through academics, athletics, activities, the arts and/or a relationship with a caring adult (Engagement).

Identified Need:

Although the majority of our students are connected through academics, athletics, activities and the arts, the need to increase student engagement was identified using the following:

- Stakeholder surveys
- School attendance
- Chronic absenteeism
- Annual adjusted grade 9-12 dropout rate
- High school graduation rate

Identified Metric:

- Percentage of student engagement based on stakeholder surveys (currently 81%)
- School attendance rate (currently 96.24%)
- Chronic absenteeism of 5.03%
- Culver City High School annual adjusted grade 9-12 dropout rate of 2.1%
- Culver City Middle School annual dropout rate of .15%
- High school graduation rate 91%

What will be different/improved for students in 2014-15?

- Percentage of student engagement based on stakeholder surveys increase from 81% to 82% **Data forthcoming – CCUSD Survey**
- School attendance rate to increase from 96.24% to 96.5% **Goal not met 96.38%**
- Chronic absenteeism will decrease from 5.03% to 4.5% **Goal met 3.9%**
- The Culver City High School annual adjusted Grade 9-12 dropout rate will decrease from 2.1% to 1.5% **Data forthcoming – CDE**
- The Culver City Middle School annual dropout rate will remain below .16% **Data forthcoming – CDE**
- High school graduation rate increase from 91% to 92% **Data forthcoming – CDE**

Envisioned Changes:

A. Annual Actions

Actions and Services: Sites will analyze graduation rates, dropouts, and chronic absenteeism by student to address the needs of at-risk students.				
Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Professional Learning Communities (Sites)	\$0	\$0	Base	Actions and Services are addressed through Pt C meetings. No additional expenditures are necessary.

Actions and Services: The district will utilize multiple programs to reduce the number of non-graduates and dropouts through: • Credit recovery • I Academy • Continuation High School • Summer School

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Credit Recovery Programs (Sites)	\$0	\$0	Base	The district will utilize existing programs at no additional cost.
Instructional Specialist (Sites)	\$103,250	\$46,645	Base	The addition of an instructional specialist is required due to the expansion of these additional student support programs.
Teacher (Sites)	\$103,250	\$72,470	Base	The creation of the Academy necessitates the hiring of 1 teacher.

Actions and Services: CCUSD will expand family and student support services by redefining the district's role in student support activities and evaluating and responding to the student needs. • Crisis intervention • Whole Child Programs • Mental health Services • Medical health services • School counseling • Link families with social services

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Director For School and Family Support Services (FSS)	\$139,876	\$95,707	Base	Restructuring of Pupil Services into School and Family Support Services includes the position change to the Director For School and Family Support Services and no additional cost
Administrative Assistant For School and Family Support Services (FSS)	\$50,513	\$45,251	Base	Restructuring of Pupil Services into School and Family Support Services includes the addition of Administrative Assistant For School and Family Support Services

Actions and Services: As CCUSD ensures that every student is connected to school, sites will continue to offer a variety of activities (Arts programs, clubs, and athletics).

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Continuing of Existing Programs (Sites)	\$0	\$0	Base	The district will utilize existing programs at no additional cost.

Actions and Services: Sites will continue to provide student intervention and enrichment by reviewing and revising current programs to increase access • AEIOU (CCMS) • Peer tutoring (CCHS) • Elementary intervention • AVID (secondary) • Arts Education • Project Based Learning • Career & Technical Education

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Intervention and Enrichment (Sites)	\$0	\$0	Base	The district will utilize existing programs at no additional cost.

AVID programs are in place at the middle school and high school.

CCHS started with the implementation of their TEAM 9 & 10 classes. These students, who were in 8th and 9th grade last year, needed some extra help and were enrolled in a class with our senior Chirons serving as 1:1 advisors. We have seen phenomenal results among many of these 9th and 10th graders. We recently reviewed the semester GPA's of the current 10th graders in the class and compared them to their 9th grade GPA's. Every student in the class raised their GPA from freshman year and here are some examples of their improvements.

Actions and Services: Sites will ensure that every student is connected to a caring adult.

Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Big Brother / Big Sister (Sites)	\$0	\$0	Base	The district will partner with the Big Brother and Big Sister Programs to provide mentors for our students.

Program has been developed at one elementary site.

B. Additional Annual Actions

Actions and Services: CCUSD will expand family and student support services for foster youth by evaluating and responding to their individual needs.

Student Group(s): Foster youth				
Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Additional Support (FSS)	\$1,000	\$0	LCFF Supplemental	Funding to provide basic supplies for foster youth

Actions and Services: Provide an intervention counselor for the elementary sites

Student Group(s): Low income pupils; Foster youth				
Expenditures	Year 1 2014-2015	Expenditures	Funding Source	Note
Intervention Counselor (Sites)	\$60,000	\$0	LCFF Supplemental	1.0 FTE counselor.

Goal 7: Provide a school environment which establishes physical and cultivates emotional security, facilitates responsible decision making, and ensures learning (Engagement).

Identified Need:

Based on the analysis of data, CCUSD students and staff generally feel physically and emotionally secure. Furthermore, CCUSD facilitates responsible decision making, and ensures learning. However, the data also show that there is room for improvement.

- Staff feedback
- Community feedback
- Student and staff surveys including CCUSD created surveys, California Healthy Kids Survey and the Educational Effectiveness Survey
- Student Information System

Identified Metric:

- Student Suspension rate (currently 2% districtwide)
- Student Expulsion rate (currently 3 students districtwide or .04%)
- The California Health Kids Survey showed that, on the average, 71% of students felt safe or very safe at school.
- The California Health Kids Survey showed that, on the average, 62% of students responded "Pretty much true" or above to the statement "At my school, there is a teacher or some other adult who really cares about me."
- According to the CCUSD created survey, 78% of the respondents agree that "CCUSD schools provide a physically safe environment."
- According to the CCUSD created survey, 64% of the respondents agree that "CCUSD schools provide an environment which cultivates emotional security."
- According to the CCUSD created survey, 69% of the respondents agree that "CCUSD schools provide a school environment which encourages responsible decision-making."
- According to the CCUSD created survey, 89% of the respondents agree that "CCUSD provides a school environment centered on learning."

What will be different/improved for students in 2014-15?

- Student Suspension rate decrease from 2% to 1.5% Goal not met remained at 2%
- Student Expulsion rate to remain at almost 0% Goal met
- Based on survey results, students reporting feeling safe will increase from 71% to 73%. **Data forthcoming – CHKS Survey**
- Based on survey results, students reporting that there is a teacher or some other adult who really cares about them will increase from 62% to 64%. **Data forthcoming – CHKS Survey**
- Based on survey results, students reporting that CCUSD schools provide a physically safe environment will increase from 78% to 80%. **Data forthcoming – CHKS Survey**
- Based on survey results, students reporting that CCUSD schools provide an environment which cultivates emotional security will increase from 64% to 66% **Data forthcoming – CCUSD Survey**
- Based on survey results, students reporting that CCUSD schools provide a school environment which encourages responsible decision-making will increase from 69% to 71%. **Data forthcoming – CCUSD Survey**
- Based on survey results, students reporting that CCUSD provides a school environment centered on learning will increase from 89% to 90%. **Data forthcoming – CCUSD Survey**

Actions and Services: Provide a secure and safe environment through controlled access points, visible security guards, gates surveillance, PA system, etc.			
Expenditures	Year 1 2014-2015	Expenditures	Funding Source
			Note

Actions and Services: Continue to collaborate with local agencies to increase the effectiveness of school safety plans (e.g. CCPD) and training of staff in Community Emergency Response Teams (CERT).			
Expenditures	Year 1 2014-2015	Expenditures	Funding Source
			Note

Actions and Services: Connect students to local resources to support their health and welfare. • Summer lunch program • Backpacks • Culver Closet • Etc.			
Expenditures	Year 1 2014-2015	Expenditures	Funding Source
Expanding Resources (FSS)	\$0	\$0	Base
			The district will utilize existing programs at no additional cost.

Actions and Services: Sites will review, revise, and expand as needed programs that encourage positive behavior (i.e. "Be Nice," Positive Behavior Intervention and Supports, and other means of correction).			
Expenditures	Year 1 2014-2015	Expenditures	Funding Source
Positive Programs (Sites)	\$0	\$0	Base
			The district will utilize and expand existing programs at no additional cost.

B. Additional Annual Actions

Actions and Services: Sites will cultivate a positive environment. *Years 1, 2, & 3: Sites will continue to develop and provide additional resources to cultivate a positive school environment.

Student Group(s): Low income pupils; Foster youth; English learners; Redesignated fluent English proficient pupils			
Expenditures	Year 1 2014-2015	Expenditures	Funding Source
Positive Environment (Sites)	\$0	\$0	Base
			The district will utilize and expand existing programs at no additional cost.

BOARD REPORT

3/10/15
12.2

12.2 Construction Project Delivery Options

Mr. Gil Fullen, Balfour Beatty Construction, and Mr. Charles Wren, Harris & Associates, will provide information about delivery options for the District's construction projects.

BOARD REPORT

03/10/15

12.3

12.3 First Reading of Revised Board Bylaw 9322, Agenda/Meeting Materials

It is recommended practice that the Board of Education review Board Policies, Administrative Regulations and Board Bylaws on a regular basis. Board Bylaw 9322 has been revised to include new language suggested by the California School Boards Association and is hereby submitted for a first reading.

Bylaws of the Board

BB 9322(a)

AGENDA/MEETING MATERIALS

Governing Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5, Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each meeting agenda shall list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall specify that an individual **should contact the Superintendent or designee if he/she** who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting, ~~should contact the Superintendent or designee.~~ (Government Code 54954.2)

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the District's vision and goals and the Board's focus on student learning.

(cf. 0000 - Vision)
(cf. ~~9299~~ 0200 - Goals for the School District)
(cf. 9121 - President)
(cf. 9122 - Secretary)

A **Any** Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be **submitted** in writing ~~and be submitted~~ to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

AGENDA/MEETING MATERIALS (continued)

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, **before placing the item on the agenda**, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation. ~~before placing the item on the agenda.~~

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in Open or Closed Session, and whether the item should be an action item subject to a Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 – Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 – Complaints Concerning District Employees)

(cf. 1312.2 – Complaints Concerning Instructional Materials)

(cf. 1312.3 – Uniform Complaint Procedures)

(cf. 1312.4- Williams Uniform Complaint Procedures)

(cf. 3320 – Claims and Actions Against the District)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

Consent Items Agenda/Calendar

In order to promote efficient meetings, the Board may **bundle a number of items and act upon more than one item them together** by a single vote through the use of a consent agenda. Consent **agenda** items shall be items of a routine nature ~~or~~ **and** items for which ~~no~~ Board discussion is **not** anticipated and for which the Superintendent recommends approval.

~~In accordance with law, the public has a right to comment on any consent item. At the request of any member of the Board or public, any item on the consent agenda~~ **When any Board member requests the removal of an item from the consent agenda, the**

AGENDA/MEETING MATERIALS (continued)

item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. However, the agenda need not provide an opportunity for public comment when the consent agenda item has previously been considered at an open meeting of a committee comprised exclusively of all the Board members provided that members of the public were afforded an opportunity to comment on the item at that meeting, unless the item has been substantially changed since the committee considered it. (Government Code 54954.3)

Agenda Dissemination to Board Members

At least three days before each regular meeting, **each Board member shall be provided** a copy of the agenda and agenda packet ~~shall be forwarded to each Board member~~, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, citizens and others; and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to **ask questions and/or** request additional information on agenda items. **However, a majority of Board members shall not directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.**

(cf. 9012 – Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

AGENDA/MEETING MATERIALS (continued)

If a document **which relates to an open session agenda item of a regular Board meeting** is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at **a designated location at the same** time the document is distributed to **all or** a majority of the Board, provided that the document is a public record under the Public Records Act, ~~and relates to an agenda item for an open session of a regular Board meeting.~~ The Superintendent or designee may also post the document on the District's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)

*(cf. 1113 – District and School Web Sites)
(cf. 1340 – Access to District Records)*

Any documents prepared by the District ~~for~~ **or** the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection at the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code ~~54057.5~~ **54957.5**)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Legal Reference:

EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

Bylaws of the Board

BB 9322(e)

AGENDA/MEETING MATERIALS (continued)

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Public records

54960.2 Challenging Board actions; cease and desist

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective Communications

36.303 Auxiliary aids and services

COURT DECISIONS

Mooney v. Garcia, (2012) 207 Cal.App.4th 229

Caldwell v. Roseville Joint Union HSD, 2007 U.S. Dist. LEXIS 66318

Management Resources:

CSBA Publications

Call to Order: A Blueprint for Great Board Meetings, 2010

The Brown Act: School Boards and Open Meeting Laws, rev. 2007-2009

Guide to Effective Meetings, rev. 2007

Maximizing School Board Leadership: Boardmanship: 1996

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, rev. 2003

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

WEB SITES

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

CSBA, Agenda Online: <http://www.csba.org>

California Attorney General's Office: <http://www.caag.state.ca> - <http://www.oag.ca.gov>

Bylaw
adopted: July 15, 1997

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

Revised: October 14, 2008

BOARD REPORT

14.1a Approval is Recommended for Resolution #17/2014-2015 Whole Child Resolution

In recognition of “Whole Child Month” as well as CCUSD’s commitment to meeting the needs of the whole child, the Board will approve this Resolution as further affirmation to engage the entire community in our shared vision and responsibility to ensure all children are safe, connected, supported, healthy, challenged, and hopeful.

RECOMMENDED MOTION: That the Board approve Resolution #17/2014-2015
Whole Child Resolution as presented.

Moved by:

Seconded by:

Vote:

**Culver City Unified School District
RESOLUTION #17 – 2014/2015
WHOLE CHILD**

WHEREAS, the children of the Culver City Unified School District are our future who will provide the leadership, creativity, and productivity to strengthen and sustain the quality of life in our communities;

WHEREAS, the Culver City Unified School District must ensure our children have the community support and educational opportunities to succeed in our universities, workplaces, and neighborhoods;

WHEREAS, each child in the Culver City Unified School District has the right to enter school healthy and ready to learn;

WHEREAS, each child in the Culver City Unified School District has the right to learn in a safe and nurturing environment;

WHEREAS, each child in the Culver City Unified School has a right to be actively engaged in learning and in the community;

WHEREAS, each child in the Culver City Unified School has a right to access and support from caring adults who can serve as mentors and advisors;

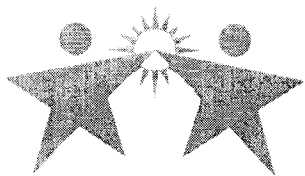
WHEREAS, each child in the Culver City Unified School has the right to rich, well-rounded learning experiences—including art, music, foreign language and extra-curricular activities—in a caring, encouraging and challenging environment;

WHEREAS, each Culver City Unified School student is capable of success, without exception!

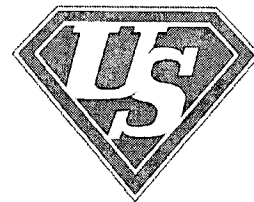
WHEREAS, a successful child is a whole child and Success for All Takes US ALL;

THEREFORE, The Culver City Unified School District “Declares our Interdependence” and resolves to support EVERY Child, the WHOLE Child to ensure all of our children are safe, healthy, hopeful, engaged, supported, and challenged.

Adopted this ____ Day of _____, 2015
The Board of Directors



CULVER CITY
UNIFIED SCHOOL DISTRICT



CCUSD: The Power of US

BOARD REPORT

03/10/15

14.1b

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

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

It is the intent of the Board of Education to cancel the public meeting scheduled for March 24, 2015. Accordingly, the Board of Education must take action to waive its rules in order to cancel its regularly scheduled public Board meeting on March 24, 2015.

RECOMMENDED MOTION: That the Board of Education waive Bylaws of the Board 9320, Meetings, for the purpose of cancelling the regularly scheduled meeting of March 24, 2015 as presented.

Moved by:

Seconded by:

Vote:

BOARD OF EDUCATION MEETING SCHEDULE 2014-2015

Culver City Unified School District meetings are regularly scheduled for the second and fourth Tuesdays of every month. The first meeting of the month is held at the District Office, and the second meeting of the month is held at City Hall in the Mike Balkman Chambers.

Visit the Culver City Unified School District Website at www.ccusd.org

July 8, 2014

July 22, 2014 and August 12, 2014 - CANCELLED

August 26, 2014

September 9, 2014

September 23, 2014

October 14, 2014

October 28, 2014

November 11, 2014 - CANCELLED

November 25, 2014

December 9, 2014

December 23, 2014 - CANCELLED

January 13, 2015

January 27, 2015

February 10, 2015

February 24, 2015

March 10, 2015

March 24, 2015 - CANCELLED

April 14, 2015

April 28, 2015

May 12, 2015

May 26, 2015

June 9, 2015

June 23, 2015

BOARD REPORT

03/10/15

14.1c

14.1c Approval is Recommended to Submit the Official CSBA 2015 Delegate Assembly Ballot

The Board as a whole may vote for up to the number of vacancies in the region or sub-region as indicated on the ballot. For Region 24, to which Culver City Unified belongs, there are eight (6) vacancies. Therefore, the Board as a whole may vote for up to six individuals. Regardless of the vacancies, the Board may cast no more than one vote for any one candidate.

RECOMMENDED MOTION: It is recommended that the Board of Education approve the CSBA Official 2015 Delegate Assembly Ballot naming up to six candidates and submit the ballot to the CSBA office no later than March 16, 2015.

Moved by:

Seconded by:

Vote:

This complete, ORIGINAL Ballot must be SIGNED by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than MONDAY, MARCH 16, 2015. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2015 DELEGATE ASSEMBLY BALLOT
REGION 24
(Los Angeles County)

Number of vacancies: 6 (Vote for no more than 6 candidates)

Delegates will serve two-year terms beginning April 1, 2015 – March 31, 2017

denotes incumbent

- Micah Ali (Compton USD)
- Jan Baird (South Whittier ESD)
- Lisa R. Claypoole (Hermosa Beach City SD)
- Jose Lara (El Rancho USD)
- Sharon Slys (South Whittier ESD)
- Ana Valencita (Norwalk-La Mirada USD)

Provision for Write-in Candidate Name

School District

Provision for Write-in Candidate Name

School District


Signature of Superintendent or Board Clerk
David LaRose
Culver City Unified

Superintendent

Title

March 10, 2015

School District/COE Name

Date of Board Meeting

See reverse side for a current list of all Delegates in your Region.

BOARD REPORT

**3/10/15
14.2a**

14.2a Second Reading and Approval of Revised Board Policy and Administrative Regulation 6159, Instruction – Individualized Education Program

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

Revised Board Policy and Administrative Regulation 6159, Instruction – Individualized Education Program are being presented for a second reading and approval.

RECOMMENDED MOTION: That the Board approve the Second Reading of Revised Board Policy and Administrative Regulation 6159, Instruction – Individualized Education Program.

Moved by: Seconded by:

Vote:

INDIVIDUALIZED EDUCATION PROGRAM

Students with disabilities shall be placed in the least restrictive environment which meets their needs. The Governing Board provides a full range of educational alternatives to facilitate this placement so that these students may interact with children without disabilities in an understanding, cooperative and mutually respectful environment. Students shall be placed outside of the regular classroom only when the student's specific needs cannot be met in that setting.

The Governing Board desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free appropriate public education and be placed in the least restrictive environment which meets their needs to the extent provided by law.

Upon the identification of a student's exceptional need(s), the Superintendent or designee shall appoint an individualized education program (IEP) team. This team shall consider the student's needs, determine the content of his/her IEP, and make placement decisions. Students and parents/guardians shall have the right to participate in the development of the IEP.

The IEP team shall consider the educational and nonacademic benefits of placing the student in a regular class and shall determine what support services would be needed in order to maintain this placement. All placement decisions should promote maximum social interaction between students with disabilities and their nondisabled peers, in a manner that is appropriate to the needs of both.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 4112.23 - Special Education Staff)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program (IEP) team, the contents of the IEP, and the development, review, and revision of the IEP.

Each IEP shall be consistent with the curriculum and course of study pursued in the regular education program. Students with exceptional needs should also receive instruction which fosters their independence and integration into the community provided in Education Code 56506.

~~Students and parents/guardians shall have the right to approve the student's placement in a special education program, and written parental consent shall be obtained before any such placement is made unless a due process hearing officer authorizes the placement. Once an IEP team has determined an appropriate placement with the parent/guardian's approval, that placement remains in effect unless the parties agree otherwise or a due process hearing officer so orders.~~

To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055)

A special education or regular education teacher may request a review of the classroom assignment of an individual with exceptional needs in accordance with procedures set forth in administrative regulations.

- {cf. 0430 -Comprehensive Local Plan for Special Education)
- {cf. 1312.3 -Uniform Complaint Procedures)
- {cf. 3541.2 -Transportation for Students with Disabilities)
- {cf. 4112.23 -Special Education Staff)
- {cf. 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities))
- {cf. 6146.4 Differential Graduation and Competency Standards for Individuals with Exceptional Needs)
- {cf. 6159.1 -Procedural Safeguards and Complaints for Special Education)
- {cf. 6159.2 -Nonpublic Nonsectarian School and Agency Services for Special Education)
- {cf. 6159.3- Appointment of Surrogate Parent for Special Education Students)
- {cf. 6164.4 -Identification of Individuals for Special Education)

Legal Reference:

EDUCATION CODE

51225.3 Requirements for high school graduation and diploma

56055 Rights of foster parents pertaining to foster child's education

56136 Guidelines for low incidence disabilities areas

56195.8 Adoption of policies

56321 Development or revision of IEP

56321.5 Notice to include right to electronically record

56340.1-56347 Instructional planning and individualized education program

56350-56352 IEP for visually impaired students

56380 IEP reviews; notice of right to request

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Policy

CULVER CITY UNIFIED SCHOOL DISTRICT

adopted: June 16, 1998

Culver City, California

Reviewed: February 24, 2015

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344; 34 CFR 300.323)

Members of the Individualized Education Program (IEP) Team

The IEP team for any student **with a disability** shall include at least the following members: (Education Code 56341; **56341.5**; 34 CFR 300.344) **20 USC 1414(d)(1)**

- ~~1. An administrator, program specialist or other specialist who is knowledgeable of program options appropriate for the student and qualified to provide or supervise the provision of special education.~~
- ~~2. The student's present teacher. If the student does not presently have a teacher, this member shall be:
 - ~~a. The teacher with the most recent and complete knowledge of the student, one who has also observed the student's performance in an appropriate setting.~~
 - ~~b. If the teacher described in #a above is not available, a regular classroom teacher or a special education teacher qualified to teach at the student's age level.~~~~
- ~~3. One or both of the student's parents/guardians and/or a representative chosen by the parent/guardian pursuant to the Code of Federal Regulations, Title 34, Part 300.345.~~

~~When appropriate, the IEP team also shall include: (Education Code 56341; 34 CFR 300.344)~~

- ~~4. The student with disability.~~
- ~~5. Other individuals at the discretion of the parent/guardian, district SELPA or county office of education.~~
- 1. One or both of the student's parents/guardians and/or a representative selected by them.**
- 2. If the student is or may be participating in the regular education program, at least one of the student's regular education teachers designated by the Superintendent or designee to represent the student's teachers. The regular education teacher shall, to**

the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414(d)(3)(C); 34 CFR 300.324) (cf. 6159.4 - Behavioral Interventions for Special Education Students)

3. **At least one of the student's special education teachers or, where appropriate, special education providers.**
4. **A representative of the district who is:**
 - a. **Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities.**
 - b. **Knowledgeable about the general education curriculum.**
 - c. **Knowledgeable about the availability of district and/or special education local plan area (SELPA) resources.**
(cf. 0430 - Comprehensive Local Plan for Special Education)
5. **An individual who can interpret the instructional implications of assessment results. This individual may already be a member of the team as described in items #2-4 above or in item #6 below.**
6. **At the discretion of the parents/guardians or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate. The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.**
7. **Whenever appropriate, the student with a disability.**

In accordance with 34 CFR 300.310, at least one team member other than the student's regular education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

For a student who has been evaluated for the purpose of developing, reviewing or revising the IEP, a member of the evaluation team shall be present, or at least one of the persons present shall be knowledgeable about the evaluation (assessment) procedures, familiar with the results of the student's previous assessment, if any, and qualified to interpret the results of the assessment which are significant to development of the student's IEP.
(Education Code 56341; 34 CFR 300.344)

For students with suspected learning disabilities, at least one member of the IEP team shall be a person other than the student's regular teacher who has observed the student's educational performance in an appropriate setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an appropriate environment. (Education Code 56341)

Any of the following may participate, as appropriate:

1. A regular teacher of the student whenever the student is transferred to a regular class or when the services of a regular teacher are included as part of the student's IEP.
2. The program specialist, school psychologist, school nurse, school social worker, counselor, or other student services worker who has conducted an assessment of the student, when the assessment is significant to the development of the IEP.
3. Any other person whose competence is needed because of the nature and extent of the student's disability.
4. A public agency representative fluent in the student's primary language.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. **When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)**
2. **Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist him/her in reaching the goals as stated in Education Code 56345(a)(8), the following individuals shall be invited to attend: (34 CFR 300.321)**
 - a. **The student, regardless of his/her age. If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.**
 - b. **To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for the transition services.**
3. **If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414(d)(1)(D); 34 CFR 300.321)**

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team

member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414(d)(1)(C); 34 CFR 300.321)

Individualized Education Program (IEP)

The IEP shall be a written statement determined in a meeting of the IEP team. It shall include at least the following: (Education Code 56345, 34 CFR 300.346)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56043, 56345, 56345.1; 20 USC 1414(d)(1)(A); 34 CFR 300.320)

1. A statement of the ~~The present levels of the student's educational~~ academic achievement and functional performance, including:
 - a. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students).
 - b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities.
 - c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives.
2. A statement of measurable annual ~~Annual goals, including short-term instructional objectives.~~ academic and functional goals, designed to:
 - a. Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum.
 - b. Meet each of the student's other educational needs that result from his/her disability.
3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards.
4. ~~The specific special education instruction and related services required by the student. (cf. 3541.2 - Transportation for Students with Disabilities)~~
5. ~~The extent to which the student will be able to participate in regular education programs.~~
6. ~~The projected date for initiation and anticipated duration of such programs and services.~~

- ~~7. Appropriate objective criteria, evaluation procedures and schedules for determining, on at least an annual basis, whether short-term instructional objectives are being achieved.~~
- ~~8. The IEP team's determination as to whether differential proficiency standards shall be developed for the student. When developed, these standards shall be included in the IEP.~~
- ~~9. A plan to transition the student into post-school activities for all students 16 years of age, and for all students 14 years of age whose IEP team deems it appropriate on an individual basis. (Education Code 56345.1, 20 U.S.C. 1401)~~

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

a. Advance appropriately toward attaining the annual goals.

b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities.

c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP.

(cf. 3541.2 - Transportation for Students with Disabilities)

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP.

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments.

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment, the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for him/her.

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications.

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:

- a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills
- b. The transition services, including courses of study, needed to assist the student in reaching those goals

9. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to him/her upon reaching age 18, pursuant to Education Code 56041.5

Where appropriate, the IEP shall also include: {Education Code 56345):

1. Prevocational career education for students in grades K-6 or students of comparable chronological age.
2. Vocational education, career education or work experience education in preparation for remunerative employment, including independent living skill training, for students in grades 7-12 or of comparable chronological age who require differential proficiency standards.
3. For students in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation.

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

4. Linguistically appropriate goals, objectives, programs and services for students whose primary language is not English. **(cf. 6174 - Education for English Language Learners)**.
5. Extended school year services when ~~needed, as determined by the IEP team~~ **determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)**
(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer School)
6. Provision for transition into the regular education program if the student is to be transferred from a special class or center, or nonpublic, nonsectarian school, into a regular education program in a public school for any part of the school day, **including descriptions of activities intended to:**

~~The IEP shall include descriptions of activities intended to:~~

- a. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week.

b. Support the transition of the student from the special education program into the regular education program.

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6178 - Career Technical Education)

(cf. 6181 - Alternative Schools/Programs of Choice)

7. Specialized services, materials and equipment for students with low incidence disabilities, consistent with the guidelines of Education Code 56136.

~~To meet the unique needs of a deaf or hard of hearing student in the least restrictive environment, the IEP team shall also consider services and program options that provide the student with an equal opportunity for communication access. The IEP team shall discuss:~~

- ~~1. The student's primary language mode and language, which may include the use of spoken language with or without visual cues, and/or the use of sign language.~~
- ~~2. The availability of a sufficient number of age, cognitive and language peers of similar abilities.~~
- ~~3. Appropriate, direct and ongoing language access to special education teachers and other specialists who are proficient in the student's primary language mode and language. Services necessary to ensure communication-accessible academic instructions, school services and extracurricular activities.~~

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414(d)(3)(A); 34 CFR 300.324)

1. The strengths of the student.
2. The concerns of the parents/guardians for enhancing the education of their child.
3. The results of the initial or most recent assessment of the student.
4. The academic, developmental, and functional needs of the student.

5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior.

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP.

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille. However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode. The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Due Process/Mediation

~~All parts of the IEP to which the parent/guardian has consented in writing shall be implemented without delay. If the Superintendent or designee determines that a part of the proposed IEP to which the parent/guardian does not consent is necessary in order to provide a free and appropriate public education to the student, he/she shall either initiate a due process hearing or a prehearing mediation conference with the state pursuant to Education Code 56500.3. While the due process hearing or prehearing mediation conference is pending, the student shall remain in his/her current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)~~

~~While a due process hearing is pending, the Superintendent or designee may choose to meet informally with the parent/guardian pursuant to Education Code 56502 or may hold a mediation conference pursuant to Education Code 56503. If a due process hearing is held, the hearing decision shall be the final administrative determination and shall be binding upon the parties. (Education Code 56346)~~

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

IEP Team Meetings

The IEP team shall meet: (Education Code 56343)

1. ~~Whenever a student has received an initial formal assessment. The team may meet when a student receives any subsequent formal assessment~~
2. ~~Whenever the student demonstrates a lack of anticipated progress.~~
3. ~~Whenever the parent/guardian or teacher requests a meeting to develop, review, or revise the IEP.~~
4. ~~At least annually, to review the student's progress, the IEP, and the appropriateness of placement; and to make any necessary revisions. The IEP team shall conduct this review. Others may participate if they have essential expertise or knowledge.~~

~~When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days in July and August. (Education Code 56343.5)~~

~~A regular education or special education teacher may request a review of the classroom assignment of a special education student by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days in July and August. If his/her review indicates a change in the student's placement, instruction and/or related services, the Superintendent or designee shall convene an IEP meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days in July or August, unless the student's parent/guardian consents to an extension of time.~~

~~At each IEP meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321.~~

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but

at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414(d)(4); 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved.
2. Revise the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.
 - b. The results of any reassessment conducted pursuant to Education Code 56381.
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b).
 - d. The student's anticipated needs.
 - e. Any other relevant matter.
3. Consider the special factors listed in items #5-9 above under "Development of the IEP," when reviewing the IEP of any student with a disability to whom one of those factors may apply.

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414(d); 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6173.1 - Education for Foster Youth)

When an IEP calls for a residential placement as a result of a review by an expanded IEP team, the IEP shall include a provision for a review, at least every six months, by the full IEP team of the case progress, the continuing need for out-of-home placement, the extent of compliance with the IEP, and progress toward alleviating the need for out-of-home care. (Education Code 56043)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (20 USC 1414(d)(3)(D); 34 CFR 300.324)

Parents/guardians and the ~~district~~ Superintendent or designee shall have the right to audiotape audio record the proceedings of IEP meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the ~~district~~ Superintendent or designee gives notice of intent to audiotape audio record a meeting, and if the parent/guardian objects or refuses to attend because the meeting would be audiotaped audio recorded, the meeting shall not be audiotaped audio recorded. Parents/guardians also have the following rights right to:
{Education Code 56341, 56341.1}

1. ~~To inspect~~ Inspect and review the audiotapes audio recordings.
2. ~~To request~~ Request that the audiotapes audio recordings be amended if the parent/guardian believes they contain information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights.
3. ~~To challenge~~ Challenge, in a hearing, information that the parent/guardian believes is inaccurate, misleading, or in violation of the student's privacy rights or other rights.

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that:

(Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6).
 - b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004).

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)
2. An indication that the student is invited to the IEP team meeting
3. Identification of any other agency that will be invited to send a representative (cf. 5145.6 - Parental Notifications)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)
(cf. 5125 - Student Records)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other

methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 34 CFR 300.322)
he/she should attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including:
(Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of his/her child's IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)

If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or

designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including his/her IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same SELPA during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, the Superintendent or designee shall, in consultation with the student's parents/guardians, adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

Regulation
reviewed: June 16, 1998
Reviewed: February 24, 2015

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

Instruction

BP 6164.41

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

The Governing Board recognizes its obligations under federal and state law to identify and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (34 CFR 300.131; Education Code 56171)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

Legal Reference:

EDUCATION CODE

56000 Education for individuals with exceptional needs

56020-56035 Definitions

56170-56177 Children in private schools

56195.8 Adoption of policies for programs and services

56300-56385 Identification and referral, assessment

56500-56509 Procedural safeguards, including due process rights

56600-56606 Evaluation, audits and information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.130-300.140 Children with disabilities enrolled by their parents in private schools

COURT DECISIONS

Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

Management Resources:

UNITED STATES DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers on Serving Children with Disabilities Placed by Their Parents at Private Schools, March 2006

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osers/osep>

Reviewed: February 24, 2015

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLDefinitions

Parentally placed private school children with disabilities means children with disabilities who are voluntarily enrolled by their parents/guardians in a private school or facility within district boundaries, including children who are attending a private school or facility within district boundaries but who reside in another district or state. (34 CFR 300.131)

Private school or facility means a private full-time day school, including a religious school, located within district boundaries, that has filed an affidavit with the California Department of Education pursuant to Education Code 33190 and is registered in the California Private School Directory.

Consultation with Private School Representatives

The Superintendent or designee shall consult with all private school representatives and representatives of parents/guardians of parentally placed private school children with disabilities during the design and development of equitable services for the children. In order to ensure a meaningful and timely consultation, the consultation shall include: (20 USC 1412(a)(3); 34 CFR 300.134; Education Code 56301)

1. The child find process and how parentally placed private school children suspected of having a disability can participate equitably.
2. How parents/guardians, teachers, and private school officials will be informed of the child find process.
3. The determination of the proportionate share of federal funds available to serve parentally placed private school children with disabilities and how this share is calculated.
4. How the consultation process will operate throughout the school year to ensure that identified children can meaningfully participate in equitable services.
5. How, where, and by whom equitable services will be provided including a discussion about the types of services, alternate service delivery mechanisms, how services will be apportioned if funds are insufficient to serve all of the identified children, and how and when those decisions will be made.
6. In the event that the district and private school disagree on the provision of or the types of services, how the district will provide the private school officials with a written explanation of the reasons that the district chose to not provide the services.

When meaningful and timely consultation has occurred, the district shall obtain a written affirmation signed by the representatives of participating private schools. If the private school representatives do not provide the affirmation within a reasonable period of time, the district shall forward documentation of the consultation process to the California Department of Education. (34 CFR 300.135; Education Code 56172)

After the consultation has occurred, the district shall ensure an annual count of the number of

parentally placed children with disabilities attending private schools located within the district. This count shall be conducted between October 1 and December 1 each year and shall be used to determine the amount the district must spend on providing equitable services to the children in the subsequent fiscal year. (34 CFR 300.133)

Provision of Services

A child with a disability parentally placed in a private school has no individual right to receive some or all of the special education and related services that he/she would receive if enrolled in public school. Such a child may receive a different amount of services than students with disabilities in public schools. (34 CFR 300.137, 300.138)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The district shall evaluate all identified parentally placed private school children with disabilities for purposes of considering them for equitable services. This evaluation shall be conducted in accordance with the timelines and procedures for evaluating public school students with disabilities pursuant to 34 CFR 300.300-300.311, including providing the parent/guardian with a copy of the procedural safeguards notice. (34 CFR 300.131, 300.504)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

In order to ensure that each child entitled to special education and related services from the district receives an offer of a free appropriate public education (FAPE), the district where the child resides shall develop an individualized education program (IEP) for each identified child who attends a private school located in the district and who resides in the district.

However, the district shall not develop an IEP if the parent/guardian makes clear his/her intention to keep the child enrolled in private school. In such situations, the district shall obtain written certification confirming the parent/guardian's intention to keep his/her child enrolled in private school, including the fact that he/she is not interested in the development of an IEP or the district's offer of FAPE. If the parent/guardian does not provide confirmation in writing, the district shall obtain oral confirmation of the parent/guardian's intention and confirm the conversation in writing.

If the child resides in a different district, then this district and the district of residence shall work together to ensure that the parent/guardian receives an offer of FAPE in accordance with law.

The district shall develop and implement an individual services plan (ISP) for each identified private school child with a disability that describes the equitable services that the district will provide, as agreed to by the district and private school representatives during the consultation process. (34 CFR 300.138)

The ISP shall be developed, reviewed, and revised consistent with 34 CFR 300.121-300.324. A representative of the private school shall be invited to attend each ISP team meeting. If the representative cannot attend the meeting, the district shall use other methods to ensure the representative's participation, including individual or conference calls. (34 CFR 300.137,

300.138)

(cf. 6159 - Individualized Education Program)

The district may provide services on the private school premises, including a religious school, to the extent consistent with law. The services shall be provided by personnel meeting the same standards as personnel providing services in the public school, except private school teachers providing the services do not need to meet the requirements of the No Child Left Behind Act for "highly qualified special education teacher" pursuant to 34 CFR 300.18. The personnel shall either be district employees or contractors of the district. (34 CFR 300.138, 300.139)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

The district shall offer transportation to the child if services are provided on a site other than the child's school and the ISP team determines that transportation is necessary for the child to benefit from or participate in the services provided in the ISP. Depending on the timing of the services, the district shall provide transportation from the child's school or home to the service site and from the service site to the child's school or home. (34 CFR 300.139)

The district may place equipment and supplies in a private school for the period of time necessary to provide the services pursuant to the ISP. All such equipment shall remain the property of the district and must be able to be removed without causing damage to the private school. The district shall remove the equipment when no longer required by the child, when the child no longer attends the private school, or when removal is necessary to prevent unauthorized use. (34 CFR 300.144)

Reviewed: February 24, 2015

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

BOARD REPORT

3/10/15

14.2c

14.2c Second Reading and Approval of Revised Board Policy and Administrative Regulation 6161.1, Instruction – Selection and Evaluation of Instructional Materials

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

Revised Board Policy and Administrative Regulation 6161.1, Instruction – Selection and Evaluation of Instructional Materials are being presented for a second reading and adoption.

RECOMMENDED MOTION: That the Board approve the Second Reading of Revised Board Policy and Administrative Regulation 6161.1, Instruction – Selection and Evaluation of Instructional Materials.

Moved by:

Seconded by:

Vote:

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

The Governing Board desires that **district** instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect ~~the ethnic and cultural~~ **society's** diversity, ~~of our society,~~ and enhance the use of multiple teaching strategies and technologies. The Board's adoption of **shall adopt** instructional materials shall be based on a determination that such materials meet criteria specified in law and are an effective learning resource to help students acquire facts, skills and opinions and develop cognitive processes **achieve grade-level competency and that the materials meet criteria specified in law.**

~~To ensure that instructional materials effectively support the district's adopted courses of study and meet current curricular goals, the selection of t~~Textbooks, technology-based materials, other educational materials and tests shall be coordinated with the overall development and evaluation of the district's curriculum. **aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.**

(cf. 0440 - District Technology Plan)

(cf. 3220.1 - Lottery Funds)

(cf. 6000 - Concepts and Roles)

(cf. 6010 - Goals and Objectives)

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6161 - Equipment, Books and Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6162.5 - Student Assessment)

(cf. 6162.7 - Use of Technology in Instruction)

(cf. 6163.1 - Library Media Centers)

(cf. 6163.4 - Student Use of Technology)

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. This process shall involve teachers in a substantial manner and shall also encourage the participation of parents/guardians, community members and students when appropriate. Individuals who participate in selecting and evaluating instructional materials shall have no financial interest in the materials being reviewed, recommended, or approved. Incompatible activities and conflicts of interest related to the selection and evaluation of instructional materials shall be clearly identified in administrative regulations. (Government Code 87300-87313)

(cf. 3315 - Relations with Vendors)

(cf. 9270 - Conflict of Interest)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

~~All recommended instructional materials shall be available for public inspection at the district office or Secondary Instructional Media Center. Complaints concerning instructional materials shall be handled in accordance with Board policy. (cf. 1312.2 - Complaints Concerning Instructional Materials)~~

The Board shall select instructional materials for use in grades Kindergarten through 8 that have been approved by the State Board of Education (SBE) or have otherwise been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core Standards adopted pursuant to Education Code 60605.8.

(Education Code 60200, 60210)

The Board shall adopt instructional materials for grades 9 through 12 upon determining that the materials meet the criteria specified in law and administrative regulation.

(Education Code 60400)

The Board's priority in the selection of instructional materials is to ensure that all students are provided with standards-aligned instructional materials in the core curriculum areas of English/language arts, mathematics, science, and history-social science.

Review Process

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. Toward that end, he/she may establish an instructional materials review committee to evaluate and recommend instructional materials.

(cf. 1220 - Citizen Advisory Committees)

The review process shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. (Education Code 60002)

In addition, the instructional materials review committee may include administrators, other staff who have subject-matter expertise, and students as appropriate.

If the district chooses to use instructional materials for grades Kindergarten through 8 that have not been adopted by the SBE, the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

Individuals who participate in the selection or review of instructional materials shall not have a conflict of interest, as defined in administrative regulation, in the materials being

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

reviewed.
(cf. 9270 - Conflict of Interest)

The committee shall review instructional materials using criteria provided in law and administrative regulation, and shall provide the Board with documentation supporting its recommendations. All recommended instructional materials shall be available for public inspection at the district office.
(cf. 5020 - Parent Rights and Responsibilities)

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's textbooks and other instructional materials. (Education Code 60119)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

(cf. 9322 - Agenda/Meeting Materials)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or instructional materials which are aligned to the state content standards adopted pursuant to Education Code 60605 or the Common Core Standards adopted pursuant to Education Code 60605.8 and which are consistent with the content and cycles of the state's curriculum frameworks. Sufficiency of instructional materials shall be determined in each of the following subjects: (Education Code 60119)

1. Mathematics
(cf. 6142.92 - Mathematics Instruction)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

2. Science
(cf. 6142.93 - Science Instruction)

3. History-social science
(cf. 6142.94 - History-Social Science Instruction)

4. English language arts, including the English language development component of an adopted program
(cf. 6142.91 - English/Language Arts Instruction)
(cf. 6174 - Education for English Language Learners)

5. Foreign language
(cf. 6142.2 - World/Foreign Language Instruction)

6. Health
(cf. 6142.8 - Comprehensive Health Education)

The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9 through 12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. However, this does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home. However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

The Board shall also make a determination that all students within the district who are enrolled in the same course have "identical" standards-aligned textbooks or instructional materials from the same adoption cycle, as defined in Education Code 1240.3 and 60119. (Education Code 1240.3, 42605)

However, the district may purchase the newest adopted instructional materials for students in district schools ranked in deciles 1-3 of the base Academic Performance Index in any one of the past three school years without necessarily purchasing these materials for use in other district schools. (Education Code 1240.3)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

If the Board determines that there are insufficient textbooks or instructional materials, it shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

Complaints

Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:**EDUCATION CODE**

220 Prohibition against discrimination

1240 County superintendent, general duties

1240.3 Definition of sufficiency for categorical flexibility

1720-1723 Preparation of courses of study

33050-33053 General waiver authority

33126 School accountability report card

35272 Education and athletic materials

42605 Tier 3 categorical flexibility

44805 Enforcement of course of studies; use of textbooks, rules and regulations

49415 Maximum textbook weight

51501 Nondiscriminatory subject matter

60000-60005 Instructional materials, legislative intent

60010 Definitions

60040-60052 Instructional requirements and materials

60060-60062 Requirements for publishers and manufacturers

60070-60076 Prohibited acts (re instructional materials)

60110-60115 Instructional materials on alcohol and drug education

60119 Public hearing on sufficiency of materials

60200-60210 Elementary school materials

60226 Requirements for publishers and manufacturers

60240-60252 State instructional Materials Fund

60350-60352 Core reading program instructional materials

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

60400-60411 High school textbooks

~~60450-60453 Schiff-Bustamante Standards-Based Instructional Materials Program~~

60510-60511 Donation for sale of obsolete instructional materials

60605 State content standards

60605.8 Common Core Standards

60605.86-60605.88 Supplemental instructional materials aligned with Common Core Standards

CODE OF REGULATIONS, TITLE 5

9505-9550 9530 Instructional materials

Management Resources:

CSBA PUBLICATIONS

Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~1002.90 Selection of Instructional Materials, CIL: 90/91-02~~

CDE PUBLICATIONS

~~Standards for Evaluation of Instructional Materials with Respect to Social Content, 1986 edition, revised 2000~~

01-05 Guidelines for Piloting Textbooks and Instructional Materials, September 2001

Standards for Evaluating Instructional Materials for Social Content, 2000

WEB SITES

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

Association of American Publishers: <http://www.publishers.org>

California Academic Content Standards Commission, Common Core Standards:

<http://www.scoe.net/castandards>

California Department of Education: <http://www.cde.ca.gov>

Policy

Adopted: July 7, 1998

Policy

Revised: June 17, 2003

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

Revised: February 24, 2015

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Criteria for Selection and Evaluation Adoption of Instructional Materials

In recommending textbooks or other instructional materials for adoption by the Governing Board, ~~the Superintendent or designee may establish an instructional materials evaluation committee to evaluate and recommend instructional materials for Governing Board approval. This committee shall consist of a majority of teachers and may also include administrators, other staff who have subject matter expertise, parents/guardians, community members, and students as appropriate.~~ (cf. 1220 – Citizen Advisory Committees) **shall ensure that such materials:**

~~The committee shall review materials using criteria provided below and in law, and shall provide the Board with documentation supporting its recommendations. Whenever possible, the committee shall consider at least three different textbooks before recommending one for adoption. Library books and reference materials shall not require committee recommendation or Board approval. The librarian shall select these materials in consultation with the principal, department chairpersons and teachers at each school site.~~

~~(cf. 6163.1 – Library Media Centers)~~

~~(cf. 6161.11 – Supplementary Instructional Materials)~~

Criteria for Adoption

Instructional materials adopted by the Board shall:

1. **Are aligned to any applicable academic content standards adopted by the State Board of Education (SBE) pursuant to Education Code 60605 and/or common Core Standards adopted pursuant to Education code 60605.8. (cf. 6011 – Academic Standards) For basic instructional materials in grades kindergarten through 8, the Superintendent or designee shall select instructional materials** ~~be selected from among the list of materials approved~~ **adopted by the SBE and/or other materials that have not been adopted by the SBE are aligned with the state academic content standards and/or the Common Core Standards. (Education Code 60200, 60210)-(cf. 6161.11 – Supplementary Instructional Materials)** ~~State Board of Education in accordance with law. (Education Code 60200) Non-state adopted materials may be purchased within percentages established by the State Board of Education or in cases where the Board establishes that state adopted materials do not promote the maximum efficiency of student learning in the district. (Education Code 60142)~~ **For grades 9-12, the Superintendent or designee shall review instructional materials in history-social science, mathematics, English/language arts, and science using a standards map in order to determine the extent to which the materials are aligned to state academic content standards.**

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

2. **For grades 9-12, are provided by publishers that comply with the requirements of Education Code 60040-60052, 60060-60062, and 60226. (Education Code 60400)**~~Be aligned with content standards adopted by the State Board of Education in 1997 or 1998 for the core curriculum. (Education Code 60451) Instructional materials for grades kindergarten through 8 shall be selected from the list of materials adopted by the State Board of Education using criteria aligned to the content standards. Instructional materials for grades 9 through 12 are basic instructional materials as defined in Education Code 60010 and shall be reviewed and approved, through a resolution adopted by the Board, as being aligned with the content standards. (Education Code 60451)~~
3. **Do N**~~not~~ reflect adversely upon persons because of their race **or ethnicity, gender, religion,** color, creed, national origin, ancestry, gender, disability, **nationality, sexual orientation,** or occupation, **or other characteristic listed in Education Code 220,** nor that contain any sectarian or denominational doctrine or propaganda contrary to law. (Education Code 60044)
(cf. 0410 – Nondiscrimination in District Programs and Activities)
4. To the satisfaction of the Board, be accurate, objective, current, and suited to the needs and comprehension of **district** students at their respective grade levels, (Education Code 60045)
5. With the exception of literature and trade books, use proper grammar and spelling. (Education Code 60045)
6. **Do N**~~not provide any exposure~~ **expose students** to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)
 - a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the State Board of Education.
 - b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.
7. **If the materials are technology-based materials, are both available and comparable to other, equivalent instructional materials. (Education Code 60052)**
8. Meet the requirements of Education Code 60040-60043 for specific subject content.
9. Support the district's adopted courses of study and current curricular goals.

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

- (cf. 6010 – Goals and Objectives)
(cf. 6011 – Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.2 – World/Foreign Language Instruction)
(cf. 6142.8 – Comprehensive Health Education)
(cf. 6142.91 – English/Language Arts Instruction)
(cf. 6142.92 – Mathematics Instruction)
(cf. 6142.93 – Science Instruction)
(cf. 6142.94 – History-Social Science Instruction)
(cf. 6143 - Courses of Study)
(cf. 6146.1 – High School Graduation Requirements)

10. Contribute to a comprehensive, balanced curriculum.
11. Demonstrate reliable quality of scholarship as evidenced by:
 - a. Accurate, up-to-date and well-documented information.
 - b. Objective presentation of diverse viewpoints.
 - c. Clear, concise writing and appropriate vocabulary.
 - d. Thorough treatment of subject **matter**.
12. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities and developmental levels.
13. Include materials that stimulate discussion of contemporary issues and improve students' thinking and decision-making skills.
14. Contribute to the proper articulation of instruction through grade levels.
15. **As appropriate, H**have corresponding versions available in languages other than English ~~as appropriate.~~
16. Include high-quality teacher's guides.
17. Meet high publishing standards in terms of the quality, durability and appearance of paper, binding, text and graphics.
18. **When available, include options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials.**

Incompatible Activities

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

~~To ensure integrity and impartiality in the selection and evaluation of instructional materials, no Board member or staff member shall:~~

- ~~1. Accept any emolument, money or other valuable thing, or an inducement, to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material. (Education Code 60072) Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)~~
- ~~2. Accept any gift, favor entertainment or item of value from any person or entity that submits or is likely to submit instructional materials or related proposals to the district.~~

~~(cf. 3315 Relations with Vendors)~~

Conflict of Interest

To ensure integrity and impartiality in the evaluation and selection of instructional materials, Any person district employee who is participating in the evaluation, recommendation or approval of instructional materials and not otherwise designated in the district's conflict of interest code shall not sign a disclosure statement indicating that he/she:

1. **Be employed by any person, firm or organization submitting instructional material to the district. Shall not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional materials. (Education Code 60072) Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)**
2. **Is not employed by nor receives compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it.**
3. **Does not Hhave or and will not negotiate a contractual relationship with any such person, the publisher or supplier of the instructional materials or any person, firm, or organization, subsidiary, or controlling entity representing it .**
4. ~~Receive any compensation from any such person, firm or organization or any of its subsidiaries or controlling entities.~~
5. **Does not Hhave an interest as a contributor, author, editor or consultant in any textbook or other instructional material submitted to the district.**

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

- ~~6. Discuss any instructional material or related proposal which has been or is likely to be submitted to the district with the person, entity or representative submitting it, except in a meeting scheduled and authorized by the Board or by the committee studying instructional materials.~~
- ~~7. Attend workshops, seminars or social events sponsored by publishers, producers or vendors of instructional materials. (cf. 9270 - Conflict of Interest)~~

~~An individual formerly employed as a consultant on textbooks or other materials shall not be deemed to be financially interested in the selection or evaluation of instructional materials provided he/she:~~

- ~~1. Has not had a contractual relationship or received compensation for such consultant service in the preceding two years.~~
- ~~2. Retains no rights to compensation accruing while selecting or evaluating materials for the district.~~

~~An individual shall not be disqualified from selecting or evaluating instructional materials if he/she has only a "remote interest." As used in this regulation, "remote interest" means:~~

- ~~1. That of a non-salaried officer of a nonprofit organization.~~
- ~~2. That of an employee or agent of a public entity or institution of higher education, provided the entity or institution has 10 or more other employees or agents and the individual has been an employee or agent thereof for at least three years.~~
- ~~3. That of an editor, consultant, contributor or author of a textbook or other materials which are not being considered or reviewed, provided that such service was performed before selecting or evaluating instructional materials for the district and the individual retains no rights to compensation accruing while he/she serves in this capacity.~~

~~Any remote interest must be disclosed to the Superintendent or designee and communicated to the Board. Individuals who disclose a "remote interest" shall abstain from discussing, evaluating or voting on the related material.~~

Regulation

Reviewed: July 7, 1998

Regulation

Reviewed: June 17, 2003

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

Reviewed: February 24, 2015

BOARD REPORT

3/10/15

14.2d

14.2d Second Reading and Approval of Revised Board Policy and Administrative Regulation 5113.1, Students – Chronic Absence and Truancy

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

Revised Board Policy and Administrative Regulation 5113.1, Students – Chronic Absence and Truancy are being presented for a second reading and approval.

RECOMMENDED MOTION: That the Board approve the Second Reading of Revised Board Policy and Administrative Regulation 5113.1, Students – Chronic Absence and Truancy 6159.

Moved by:

Seconded by:

Vote:

CHRONIC ABSENCE AND TRUANCY

~~To improve student attendance, the Superintendent or designee shall implement positive steps to identify the reasons for a student's unexcused absences and to help resolve the problems caused by truancy. Such strategies shall focus on early intervention and may include, but not be limited to, communication with parents/guardians and the use of student study teams.~~

The Governing Board believes that excessive student absenteeism and tardiness, whether caused by excused or unexcused absences, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

~~(cf. 5113 - Absences and Excuses)
(cf. 5147 - Dropout Prevention)
(cf. 5149 - At Risk Students)
(cf. 6164.5 - Student Study Teams)
(cf. 6176 - Weekend/Saturday Classes)~~

~~In addition, the Superintendent or designee shall cooperate with other agencies within the community to meet the needs of students who have serious school attendance or behavior problems and to maintain a continuing inventory of community resources, including alternative programs.~~

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students classified as chronic absentees and truants, as defined in law and administrative regulation.

The Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5126 - Awards for Achievement)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.6 - School Health Services)

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall work with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy. He/she also may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to ensure that alternative educational programs and nutrition, health care, and other support services are available for students and families and to intervene as necessary when students have serious attendance problems.

~~(cf. 1020 - Youth Services)~~

~~(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)~~

(cf. 5030 - Student Wellness)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

(cf. 6158 - Independent Study)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6175 - Migrant Education Program)

(cf. 6179 - Supplemental Instruction)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

Students who are identified as truants shall be subject to the interventions specified in law and administrative regulation.

A student's truancy, tardiness, or other absence from school shall not be the sole basis for his/her out-of-school suspension or expulsion. Alternative disciplinary strategies and positive reinforcement for attendance shall be used whenever possible.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Superintendent or designee shall regularly analyze data on student absence to identify patterns of absence districtwide and by school, grade level, and student population. Such data shall be used to identify common barriers to attendance, prioritize resources for intervention, and monitor progress over time. The Superintendent or designee shall periodically report this information to the Board for purposes of evaluating the effectiveness of strategies implemented to reduce chronic absence and truancy and making changes as needed. As appropriate, the Superintendent or designee also shall provide this information to

key school staff and community agency partners to engage them in program evaluation and improvement and in identification of how to best allocate available community resources.

School Attendance Review Board

In accordance with law and administrative regulation, habitual truants may be referred to a school attendance review board (SARB).

The Board may submit a nomination to the County Superintendent of Schools for a person who will serve on the county SARB as a representative of school districts. (Education Code 48321)

The Board shall appoint members of the district's SARB, who may include, but are not limited to, a parent/guardian as well as representatives of the district, county probation department, county welfare department, county office of education, law enforcement agencies, community-based youth service centers, school guidance personnel, child welfare and attendance personnel, school or county health care personnel, and school, county, or community mental health personnel. (Education Code 48321)

The district's SARB shall operate in accordance with Education Code 48320-48325 and procedures established by the Superintendent or designee.

~~Habitually truant students may be referred to a school attendance review board, a truancy mediation program operated by the county's district attorney or probation officer, and/or juvenile court in accordance with law.~~

~~For purposes of California's welfare system (CalWORKS) a student shall be determined to be regularly attending school unless he/she has been referred to the county district attorney or probation office pursuant to Education Code 48263.~~

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

37223 Weekend classes

41601 Reports of average daily attendance

46000 Records (attendance)

46010-46014 Absences

46110-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)

48225.5 Work permits, entertainment and allied industries

48240-48246 Supervisors of attendance

48260-48273 Truants

48290-48296 Failure to comply; complaints against parents

48320-~~48325~~ School attendance review boards
48340-48341 Improvement of student attendance
~~49067 Unexcused absences as a cause of failing grade~~
48400-48403 Compulsory continuation education
48900 Suspension and expulsion
49067 Unexcused absences as cause of failing grade
60901 Chronic absence
~~VEHICLE CODE~~
~~13202.7 Driving privileges; minors; suspension or delay for habitual truancy~~

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

PENAL CODE

270.1 Chronic truancy; parent/guardian misdemeanor

272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy

830.1 Peace officers

~~VEHICLE CODE~~

~~13202.7 Driving privileges; minors; suspension or delay for habitual truancy~~

WELFARE AND INSTITUTIONS CODE

601-601.4 Habitually truant minors

11253.5 Compulsory school attendance

CODE OF REGULATIONS, TITLE 5

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

~~ATTORNEY GENERAL OPINIONS~~

~~66 Ops. Cal. Atty. Gen. 245, 249 (1983)~~

COURT DECISIONS

L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

Management Resources:

CSBA PUBLICATIONS

~~CDE MANAGEMENT ADVISORIES~~

~~0114.98 School Attendance and CalWORKS, Management Bulletin 98-01~~

~~CDE PUBLICATIONS~~

~~School Attendance Review Board Handbook, 1995~~

~~CSBA ADVISORIES~~

~~0520.97 Welfare Reform and Requirements for School Attendance~~

Policy

adopted: March 4, 2003

Reviewed: February 24, 2015

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

CHRONIC ABSENCE AND TRUANCY

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. (Education Code 60901)

Truant means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. (Education Code 48260)

Habitual truant means a student who has been reported as a truant three or more times within the same school year, provided the district has made a conscientious effort to hold at least one conference with the student and his/her parent/guardian. (Education Code 48262, 48264.5)

Chronic truant means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the district has met the requirements of Education Code 48260-48263 and 48291. (Education Code 48263.6)

For purposes of classifying a student, valid excuse includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5. A valid excuse also may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

Attendance Supervisor(s)

~~An attendance supervisor or designee, peace officer, or school administrator or designee may arrest or assume temporary custody, during school hours, of any minor student found away from his/her home who is absent from school without a valid excuse. Any person so arresting or assuming temporary custody shall deliver the student and make reports in accordance with Education Code 48265 and 48266.~~

The Superintendent or designee shall appoint or contract with a supervisor of attendance and assistant supervisors as necessary to supervise the attendance of district students. Such supervisors shall perform duties related to compulsory full-time education, truancy, compulsory continuation education, work permits, and any additional duties prescribed by the Superintendent. (Education Code 48240, 48243, 48244)

~~(cf. 3515.3 - District Police/Security Department)~~
~~(cf. 5113 - Absences and Excuses)~~

~~Upon receiving a complaint from any person that a parent/guardian has violated the state compulsory education laws contained in Education Code 48200-48341, the Governing Board or district attendance supervisor shall make a full and impartial investigation of all charges. If it appears upon investigation that the parent/guardian has violated these laws, the Superintendent or designee shall refer such parent/guardian to the school attendance review board.~~

~~Strategies for Addressing Truancy~~
~~**Addressing Chronic Absence**~~

~~**When a student is identified as a chronic absentee, the attendance supervisor shall communicate with the student and his/her parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.**~~

~~(cf. 6020 - Parent Involvement)~~

~~**The student may be referred to a student success team or school-site attendance review team to assist in evaluating his/her needs and identifying strategies and programs to assist him/her.**~~

~~**(cf. 5146 - Married/Pregnant/Parenting Students)**~~

~~**(cf. 5147 - Dropout Prevention)**~~

~~**(cf. 5149 - At-Risk Students)**~~

~~**(cf. 6164.2 - Guidance/Counseling Services)**~~

~~**(cf. 6164.5 - Student Success Teams)**~~

~~**(cf. 6173 - Education for Homeless Children)**~~

~~**(cf. 6173.1 - Education for Foster Youth)**~~

~~**(cf. 6173.2 - Education of Children of Military Families)**~~

~~**(cf. 6175 - Migrant Education Program)**~~

~~**A student who is struggling academically may be offered tutoring or other supplemental instruction, extended learning opportunities, and/or alternative educational options as appropriate.**~~

~~**(cf. 6158 - Independent Study)**~~

~~**(cf. 6176 - Weekend/Saturday Classes)**~~

~~**(cf. 6178.1 - Work-Based Learning)**~~

~~**(cf. 6179 - Supplemental Instruction)**~~

~~**(cf. 6181 - Alternative Schools/Programs of Choice)**~~

~~**(cf. 6183 - Home and Hospital Instruction)**~~

~~**(cf. 6184 - Continuation Education)**~~

~~**Whenever chronic absenteeism is linked to a health issue or nonschool condition, the**~~

attendance supervisor may recommend school or community resources and/or collaborate with community agencies and organizations to address the needs of the student and his/her family.

(cf. 5141.6 - School Health Services)

Addressing Truancy

~~Students shall be classified as truant if absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30 minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. Such students shall be reported to the Superintendent or designee.~~

An attendance supervisor or designee, peace officer, probation officer, or school administrator or designee may, as applicable, arrest or assume temporary custody during school hours of any minor student found away from his/her home who is absent from school without a valid excuse. Any person arresting or assuming temporary custody of a minor student shall deliver the student and make reports in accordance with Education Code 48265 and 48266. (Education Code 48264, 48265, 48266)

(cf. 3515.3 - District Police/Security Department)

The attendance supervisor shall investigate a complaint from any person that a parent/guardian has violated the state compulsory education laws contained in Education Code 48200-48341. (Education Code 48290)

~~The following steps shall be implemented based on the number of trancies committed by the student:~~

When a student has been identified as a truant as defined above, the following steps shall be implemented based on the number of trancies he/she has committed:

1. Initial truancy

- a. **The student shall be reported to the attendance supervisor. (Education Code 48260)**
- b. ~~The parent/guardian of a student classified as a truant shall be notified of the following:~~
The student's parent/guardian shall be notified by the most cost-effective method possible, which may include email or a telephone call, that: (Education Code 48260.5)

(1) The student is truant.

(2) The parent/guardian is obligated to compel the student to attend school. ~~If the~~ ~~The parent/guardian who~~ fails to meet this obligation, **he/she** may be guilty of an infraction of the law and subject to prosecution pursuant to Education Code 48290-48296.

(3) Alternative educational programs are available in the district.

(cf. 6181 - Alternative Schools)

(cf. 6182 - Opportunity School/Class/Program)

(cf. 6184 - Continuation Education)

(4) The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student's truancy.

(5) The student may be subject to arrest **or held in temporary custody** by a probation officer, a peace officer, a school administrator, **an** or attendance supervisor or his/her designee under Education Code 48264 if found away from home and absent from school without a valid excuse.

(6) The student may be subject to suspension, restriction, or delay of his/her driving privilege pursuant to Vehicle Code 13202.7.

(7) It is recommended that the parent/guardian accompany the student to school and attend classes with the student for one day.

~~(cf. 5145.6 - Parental Notifications)~~

~~Upon his/her first truancy, a student may be given a written warning by a peace officer. A record of this warning may be kept at school for not less than two years or until the student graduates or transfers from the school. If the student transfers, the record may be forwarded to the new school.~~

~~(cf. 5125 - Student Records)~~

~~Upon a student's first truancy, the student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223.~~

c. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)

d. The student and, as appropriate, his/her parent/guardian may be requested to attend a meeting with a school counselor or other school designee to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance. (Education Code 48264.5)

e. The attendance supervisor may notify the district attorney and/or probation officer of the student's name and the name and address of his/her parents/guardians. (Education Code 48260.6)

2. Second truancy

a. Any student who has once been reported as a truant shall again be reported to the attendance supervisor Superintendent or designee as a truant if he/she is absent from school without valid excuse one or more days or is tardy on one or more days during the school year. (Education Code 48261)

b. Upon his/her second truancy within the same school year, a The student may be assigned to required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)

c. The student may be assigned to an after-school or weekend study program within the county. If the student fails to successfully complete this study program, he/she shall be subject to item #3 below. (Education Code 48264.5)

(cf. 6176 - Weekend/Saturday Classes)

~~In addition, an appropriate district staff member shall make every effort to hold at least one conference with the student and parent/guardian and may discuss resources available for achieving regular school attendance.~~

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6158 - Independent Study)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Study Teams)

(cf. 6178.1 - Work Experience Education)

d. An appropriate district staff member shall make a conscientious effort to hold at least one conference with the student and his/her parent/guardian by communicating with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. (Education Code 48262)

e. The student may be given a written warning by a peace officer. A record of that warning may be kept at the school for not less than two years or until the student graduates or transfers from the school. If the student transfers, the record may be forwarded to the new school. (Education Code 48264.5)

f. The attendance supervisor may notify the district attorney and/or probation officer when the student continues to be classified as a truant after the parents/guardians have been notified in accordance with item #1b above. (Education Code 48260.6)

3. Third truancy (habitual truancy)

~~Upon his/her third truancy within the same school year, a student shall be classified as a habitual truant.~~

- a. ~~Students who are~~ **A student who is** habitual truants, irregular in school attendance, or habitually insubordinate or disorderly during attendance at school may be referred to, and required to attend, a school attendance review board **(SARB) program**, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the district's attendance supervisor. **(Education Code 48263, 48264.5)**
- b. Upon making a referral to ~~a school attendance review board~~ **the SARB** or the probation department, the ~~Superintendent or designee~~ **attendance supervisor** shall provide the student and parent/guardian, in writing, the name and address of the ~~school attendance review board~~ **SARB** or probation department and the reason for the referral. This notice shall indicate that the student and parent/guardian shall be required, along with the district staff person making the referral, to meet with the ~~school attendance review board~~ **SARB** or probation officer to consider a proper disposition of the referral. **(Education Code 48263)**

- c. If the student does not successfully complete the truancy mediation program or other similar program, he/she shall be subject to item #4 below.
(Education Code 48264.5)

d. If the attendance supervisor determines that available community services cannot resolve the problem of the truant or insubordinate student or if the student and/or his/her parents/guardians have failed to respond to the directives of the district or to services provided, the attendance supervisor may so notify the district attorney and/or the probation officer. (Education Code 48263)

4. Fourth truancy

- a. Upon his/her fourth truancy within the same school year, the student may be referred to the jurisdiction of the juvenile court. **(Education Code 48264.5; Welfare and Institutions Code 601)**
- b. If a student has been judged by the county juvenile court to be a habitual truant, the Superintendent or designee **attendance supervisor** shall **notify** inform the juvenile court and the student's probation or parole officer whenever ~~that~~ **the** student is truant one or more days or tardy on one or more days without a valid excuse in the same or succeeding school year, or is habitually insubordinate or disorderly at school. The juvenile court and probation or parole officer shall be so notified within 10 days of the violation.
(Education Code 48267)

5. Absence for 10 percent of school days (chronic truancy)

- a. **The attendance supervisor shall ensure that the student's parents/guardians are offered language-accessible support services to address the student's truancy.**
- b. **If a chronically truant student is at least age 6 years and is in any of grades K-8, the attendance supervisor shall notify the student's parents/guardians that failure to reasonably supervise and encourage the student's school attendance may result in the parent/guardian being found guilty of a misdemeanor pursuant to Penal Code 270.1.**

Reports

Records

~~The Superintendent or designee shall gather and transmit to the County Superintendent of Schools the number of referrals and types of referrals made to the school attendance review board and the number of requests for petitions made to the juvenile court.~~

The Superintendent or designee shall maintain accurate attendance records for students identified as habitual or chronic truants. The Superintendent or designee also shall document all contacts with a student and his/her parent/guardian regarding the student's attendance, including a summary of all conversations and a record of all intervention efforts.

(cf. 5125 - Student Records)

The Superintendent or designee shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

(cf. 5113 - Absences and Excuses)

(cf. 5113.2 - Work Permits)

Legal Reference:

EDUCATION CODE

48260-48273 - Truants

48290-48292 - Failure to comply

VEHICLE CODE

13202.7 - Driving privileges; minors; suspension or delay for habitual truancy

WELFARE AND INSTITUTIONS CODE

601 - Habitually truant minors

Regulation

reviewed: March 4, 2003

Reviewed: February 24, 2015

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

BOARD REPORT

3/10/15

14.2e

14.2e Approval is Recommended for the Contract between Culver City Unified School District and STAR Inc.

CCUSD is a recipient of the After School Education and Safety Program Grant which provides funding through the California Department of Education to develop and operate partnerships that provide academic and literacy support, and safe, constructive alternatives for students in grades kindergarten through nine. Our district utilizes the funding in partnership with STAR Inc. to provide an after-school education, literacy, and enrichment program at La Ballona Elementary School. The program is provided to our students after school, every day and free of charge.

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered as of July 2014 - June 2015 Fiscal School Year by and between the Culver City Unified School District ("District") and STAR Inc., a 501(c)(3) organization ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

Now, Therefore, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from the date first stated above to and including June 30, 2015 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts of six dollars and seventy five cents \$6.75 per day, per student, to a maximum of the minimum attendance required by the ASES Grant award
 - a. Each month Consultant shall furnish to District an original invoice
5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
 - a. District may terminate this Agreement, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.
6. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.
7. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

8. Consultant's Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative.

Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

9. Independent Contractor. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

10. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

11. Confidential Information. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

12. Conflict of Interest; Disclosure of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

13. Compliance with Applicable Laws. In connection with the Services and its operations, Consul keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, . - - regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

14. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. 1101, et seq., as amended, and shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

15. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

16. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

17. Subcontracting. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any assigned to perform the services required under this Agreement.

19. Indemnification.

a. Indemnification for Professional Liability. Where the-law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law. Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

20. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

21. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District:

To Consultant: STAR Inc.

10117 West Jefferson Blvd.

Culver City, CA 90232

Attention: Katya Bozzi Executive Director

Phone: (3 10) 842-8040

Fax: (3 10) 842-8280

22. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

23. Authority to Execute. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

24. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

25. Entire Agreement. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written of the parties with respect to said matters.

26. Amendment. No amendment to or modification of this Agreement shall be valid or binding unless made in voting by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

27. Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

28. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

29. Arbitration. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

30. Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid void or unenforceable provision(s). In Witness Whereof, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

In Witness Whereof, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

SCHOOL DISTRICT

CONSULTANT

Signature

Signature



Typed Name/Title

Typed Name/Title

Katya Bozzi / Executive Director

Date

Date

2/17/15

**EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES**

1. Consultant will perform the following services under the captioned agreement:

A. Attendance

- i. Elementary students should participate everyday the program operates
- ii. Intermediate students should participate a minimum of nine hours and three days per week.
- iii. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- iv. Early release waivers will be used for all students with recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports)
- v. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
- vi. Students who leave the program early with an excused reason (i.e. sick, Dr. appt) shall have it noted on the sign out sheet.

B. Assurances

- i. Provide an academic and enrichment after school program in each grant funded school.
- ii. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
- iii. Hire staff, based on the 20-1 grant funding, including a site coordinator, project supervisory staff and provide payroll services for STAR employees.
- iv. Operate each program from the end of the school day until 6:15 PM every regular school day.
- v. Provide program assessment results to the district for the annual evaluation. Documentation needs to happen quarterly for the CPM process.
- vi. Assist and maintain organized information for Categorical Program Monitoring at each site. The documentation needs to be submitted quarterly.
- vii. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). STAR will submit food logs and work with School District to ensure proper documentation for the State and Federal Food Program.

C. Professional Development

- i. Provide training for after school program staff .

D. Responsibility

- i. Report attendance and activities

2. The Culver City Unified School District agrees to:

- a. Provide space for after school groups and activities after school each day in the schools with After School Education and Safety (CASES) Grants.
- b. Provide daily nutritional snack through the federal free and reduced lunch program.
- c. Provide daily custodial services.
- d. Submit required attendance, fiscal and evaluation reports to the State of California.

3. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

- a. Evidence of insurance for 2014-2015.
- b. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- c. Weekly attendance and activity reports.
- d. Food Service Logs meeting the requirements of the federal free and reduced lunch program.

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the scope of Services as indicated above.

COMPENSATION.

The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- a. Attendance reports for each school to calculate reimbursement.
 - i. The total compensation for the Services shall not exceed the lesser \$6.75 per student per day.

BOARD REPORT

**3/10/15
14.3a**

14.3a Certification of the 2014-2015 Second Interim Report and LCAP

In addition to other fiscal requirements, AB 1200 and AB 2756 legislation were enacted to insure full public disclosure of a public school district's financial position in the current and future years. The purpose of the interim reports, as required under AB 1200 and AB 2756, is to establish a procedure for the Board of Education, the public and other interested agencies to receive information regarding the financial condition of a school district during periodic intervals of the fiscal year.

Based upon a review of the interim report, the Board of Education certifies the district in one of the following three categories:

- (1) POSITIVE, if the district will be able to meet its financial obligations for the current fiscal year and subsequent two fiscal years,
- (2) QUALIFIED, if the district may not meet its financial obligations for the current fiscal year and subsequent two fiscal years,
- (3) NEGATIVE, if the district will be unable to meet its financial obligations for the remainder of the current fiscal year and subsequent two fiscal years.

Administration has been refining the budget since its formal September Revision and the First Interim Report, and is submitting the Second Interim Report for a Positive Certification based upon budget modifications, reductions and revenue changes made since that time.

In certifying the 2014-15 Second Interim Report, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. The Board recognizes that this Second Interim Report represents revenue and expenditure projections over the multi-year period which are based upon the best known information at this time.

RECOMMENDED MOTION: That the Board of Education approve the 2014-15 Second Interim Report and certify that Culver City Unified School District will be able to meet its financial obligations for the remainder of the current fiscal year and two subsequent fiscal years.

Moved by:

Seconded by:

Vote:

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 10, 2015 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Sean Kearney Telephone: 310-842-4220 ext. 4234
Title: Director - Fiscal Services E-mail: seankearney@ccusd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

BOARD REPORT

3/10/15

14.3b

14.3b Authorize the Superintendent or Designee to sign the Amendment to the Athletic Field Phase Two Project Agreement with Balfour Beatty

In order to finalize the scope and cost of construction (Guaranteed Maximum Price), we need to authorize the Superintendent or Designee to sign Amendment Number 1 to the Athletic Field Phase Two Project Agreement with Balfour Beatty, when the necessary agreement documentation is available for signature, in order to proceed with the components necessary to complete Phase Two of our Athletic Field Project (the baseball batting cage renovation, construction of the softball field batting cage, a walkway connecting the various renovated sports fields, a scoreboard for the new artificial turf field, fencing throughout the sports complex, the DSA-required fire alarm enhancements to the stadium, additional basketball courts for use by the Middle School PE Program., upgrading the corner area of the artificial turf practice field, etc.). Once the documents are signed, we will bring them to the Board for formal approval.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District authorize the Superintendent or Designee to sign Amendment Number 1 to the Athletic Field Phase Two Project Agreement with Balfour Beatty Construction.

Moved by:

Seconded by:

Vote:

BOARD REPORT

**3/10/15
14.3c**

14.3c Approval of Revised Agreement with SCI Consulting

At this time we need to approve the revised agreement with SCI Consulting in order for LACOE to issue payment to them for services previously performed.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the revised agreement with SCI Consulting.

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;

<u> X </u>	Signed Agreement
<u> </u>	Workers' Compensation Certificate
<u> </u>	Criminal Background Investigation Certification
<u> </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	_____
<u> </u>	_____
4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a fee not to exceed Five Thousand Seven Hundred Eighty Six Dollars and 49 cents (\$5,786.49).
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:

Culver City Unified School District, a California public school district

Date: 2/26, 2015

By: [Signature]
Print Name: Mike Reynolds

Its: Acct. Syst

Consultant:

SCI Consulting Group

Date: 3-3-15, 2015

By: [Signature]

Information regarding Consultant:

License No.: _____

Address: 4745 Mangle Blvd.
Fairfield, CA 94534

Telephone: (707) 430-4300

Facsimile: (707) 430-4319

E-Mail: angela.pagalonia@sci-cg.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: CA
 Limited Liability Company
 Other: _____

94-2984597
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.

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.
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Date: 2/27/15

Name of Consultant: **SCI Consulting Group**

Representative's Name and Title: Angela Pagalonia, Controller

Signature: Angela Pagalonia

(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

**3/10/15
14.3d**

14.3d Approval of Amendment to Agreement with Harrington Geotechnical Engineering

At this time we need to approve an amendment to our current agreement with Harrington Geotechnical Engineering not to exceed \$60,000 for ongoing soils and materials inspection work on the Frost Auditorium Project and the Athletic Field Project.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the amendment to the agreement with Harrington Geotechnical Engineering.

Moved by:

Seconded by:

Vote:



March 4, 2015

Mr. Mike Reynolds
Assistant Superintendent of Business Services
CULVER CITY UNIFIED SCHOOL DISTRICT
4034 Irving Place
Culver City, CA 90232

Subject: Addendum No. 1 for Cost Estimate/Budget for Geotechnical Engineering and Materials Testing Services for New Improvements to Culver Unified School District Projects HGEI Proposal No. P-4493

Dear Mr. Reynolds:

Presented herein is our addendum to the original cost estimate/budget dated October 10, 2014 to provide the geotechnical engineering and construction materials testing and inspection services required for successful completion of the following projects:

Projects
Culver City High School Field Renovation- Phase II 4401 Elenda Street Culver City, CA DSA #03-114401
Culver City High School 4401 Elenda Street Culver City, CA DSA #03-114282
Culver City Middle School 46601 Elenda Street Culver City, CA DSA #03-114281
Farragut Elementary School Ball Walls 10820 Farragut Drive Culver City, CA DSA #03-115747
Linwood Howe Elementary School 4100 Irving Place Culver City, CA DSA #03-115749
Culver Park High School 5303 Berryman Avenue Culver City, CA DSA #03-115797

CULVER CITY UNIFIED SCHOOL DISTRICT
HGEI Proposal No. P-4493
March 4, 2015
Page 2

Projects
Farragut Elementary School Classroom 10820 Farragut Drive Culver City, CA DSA #03-115801
La Ballona Elementary School 10915 W. Washington Blvd Culver City, CA DSA #03 -115753
El Rincon Elementary School 11177 Overland Avenue Culver City, CA DSA #03-115875
El Marino Elementary School 11450 Port Road Culver City, CA DSA #03-115892

Based on presently available information we propose a not to exceed fee of \$60,000.00 for the remainder of the subject projects. We will monitor project costs and immediately notify the district should it appear that this amount will be exceeded.

We appreciate the opportunity to submit this Proposal which we hope meets with your approval and are looking forward to being of service. If you have any comments or concerns regarding the Proposal please call the undersigned at your convenience.

Very truly yours,
HARRINGTON GEOTECHNICAL ENGINEERING, INC.



Joseph L. Welch, P.E., G.E.
Senior Geotechnical Engineer

BOARD REPORT

14.4a Approval is Recommended for Resolution #18-2014/2015 (HR), To Reinstate Classified Position – Duplicating and Mail Clerk

Due to the needs of the District and the pupils it serves, it is necessary to take action to reinstate the Duplicating and Mail Clerk classified position previously eliminated for lack of work and/or lack of funds.

RECOMMENDED MOTION: It is recommended that the Board approve Resolution #18-2014/2015 (HR), to reinstate one classified position as presented.

Moved:

Seconded by:

Vote:

**RESOLUTION #18-2014/2015 (HR), TO REINSTATE CLASSIFIED POSITION –
DUPLICATING AND MAIL CLERK**

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following classified position be reinstated.

<u>Position</u>	<u>No. Affected</u>	<u>IMPACT</u>
Duplicating and Mail Clerk 6 hours per day, 12 months per year	1	Reinstate

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That it is in the best interest of the District and of the pupils of the District that the Board reinstate said classified position as specified above.
2. That said reinstatement shall become effective on March 11, 2015, subject to negotiations to the extent required by law.

Adopted by the Governing Board of the Culver City Unified School District on March 10, 2015, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Clerk of the Board

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?

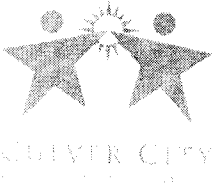
Contribute to an atmosphere of trust and openness?

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	
					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!*