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.

Farragut Elementary School, Cafetorium 10820 Farragut Drive, Culver City, CA 90230

January 28, 2014

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

PRESENTATIONS AND PUBLIC COMMENTS

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

1.	CA	\mathbf{LL}	TO	OR	DER
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The meeting was called to order by	at	_ p.m.
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Roll Call - Board of Trustees

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

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

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

- 3.3 Conference with Legal Counsel Anticipated Litigation Significant exposure to litigation pursuant to subdivision (b) of GC §54956.9
- 3.4 Public Appointment/Employment (Pursuant to GC §54957)
 Certificated Personnel Services Report No. 11
 Classified Personnel Services Report No. 11

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

5. REGULAR MEETING – 7:00 p.m.

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

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

- 7. PUBLIC HEARING None
- 8. <u>ADOPTION OF AGENDA</u>

Recommen	dation is made that the agenda be adopted as submitted.
Motion by	Seconded by
Vote	

9. CONSENT AGENDA

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

- 9.1 Approval is Recommended for the Minutes of Regular Meeting January 14, 2014
- 9.2 Approval is Recommended for Purchase Orders
- 9.3 Approval is Recommended for Acceptance of Gifts Donations
- 9.4 Approval is Recommended for the Certificated Personnel Reports No. 11
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 11
- 9.6 Approval is Recommended for the Culver City High School Boys Lacrosse Team Overnight Field Trip
- 9.7 Acceptance of Board Member Compensation Report

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 American Citizenship Awards
- 10.2 PTA Reflections Contest Winners
- 10.3 Spotlight on Education Farragut Elementary School

11. PUBLIC RECOGNITION

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

- 11.1 Superintendent's Report
- 11.2 Assistant Superintendents' Reports
- 11.3 Student Representative's 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 Board Discussion with Bond Counsel

13. RECESS (10 Minutes)

14. <u>ACTION ITEMS</u>

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

14.1	Superintendent's Items
14.1	Supermitting 1 tems

14.1a	Approval of Amended Superintendent's Cont	ract
Motio	n by Seconded by	Vote

14.1b	Approval is Recommended for the California School Boards Association (CSBA) Audit Service Agreement		
Motio	n by	Seconded by	Vote
14.1c	Waiver of Board B Meeting Dates	Bylaw 9320, Meetings and Sched	lule of Proposed
Motio	n by	Seconded by	Vote
14.2	Education Service	es Items	
14.2a		nd Approval of the Revised Adm Policy 5116.1 – Students, Intrad	
Motio	n by	Seconded by	Vote
14.2b		nd Approval of the New Admini Policy 5157, Students – Transge	
Motio	n by	Seconded by	Vote
14.2c	Approval is Recon Culver City Unifie	nmended for the Contract between School District	en S.T.A.R., Inc. and
Motic	on by	Seconded by	Vote
14.3	Business Items		
14.3a	Approval is Recor Additional Service	nmended for Payment to Westbe es Provided on Athletic Field Pro	erg+White for oject
Motic	on by	Seconded by	Vote
14.3b	Approval is Recor Bright Schools Pro	nmended for Resolution #5/2013 ogram	3-2014 Participation in
Motio	on by	Seconded by	Vote
14.3c	Approval is Recor Filing of an Appli	nmended for Resolution #6/201 cation for State Funding for Elig	3-2014 Support of the gible Facilities
Motio	on by	Seconded by	Vote
14.3d	d Approval is Recommended for Resolution #7/2013-2014 Exhaustion of School Facility Program Bond Authority		
Motio	on by	Seconded by	Vote
14.4	Personnel Items	- None	

16.	ADJO	URN)	MENT

Motion by	Seconded by	•	Vote	
MICHOIL DA	Seconded by		V OIC	

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

FUTURE MEETINGS

February 11 - 7:00 p.m. - Regular Meeting (6:00 p.m. Closed Session), Linwood Howe Elementary, 4100 Irving Place February 25 - 7:00 p.m. - Regular Public Meeting, (6:00 p.m. Closed Session), El Rincon Elementary, 11177 Overland Avenue

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:

Regular Meeting

Date:

January 14, 2014

Place:

La Ballona Elementary

Time:

6:00 p.m. - Public Meeting

(Cafetorium)

6:01 p.m. - Closed Session

10915 Washington Boulevard

7:00 p.m. - Public Meeting

Culver City 90232

Board Members Present

Staff Members Present

Laura Chardiet, President

David LaRose, Superintendent

Nancy Goldberg, Vice President Steven M. Levin, Ph.D., Clerk Kati Krumpe Leslie Lockhart

Susanne Robins, Member

Mike Reynolds

Katherine Paspalis, Esq., Member

Call to Order

Board President Ms. Chardiet called the meeting of the Culver City Unified School District Board of Education to order at 6:00 p.m. The Board adjourned to Closed Session at 6:01 p.m. and reconvened the public meeting at 7:15 p.m. with all Board members in attendance. La Ballona fifth grade student and Student Council Secretary Andres Perez led the Pledge of Allegiance.

Report from Closed Session

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

8. Adoption of Agenda

Ms. Chardiet announced that the agenda was being amended by pulling item 14.1b and moving item 10.4 in front of item 10.1. It was moved by Ms. Goldberg and seconded by Dr. Levin that the Board approve the January 14, 2014 agenda as amended. The motion was approved with 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis and 0 – Nays.

9. Consent Agenda

Ms. Chardiet called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. George Laase requested that item 9.6 be withdrawn. Ms. Chardiet announced that there were to small spelling errors corrected in item 9.1 and copies were provided to the audience on the outside table with the agendas. It was moved by Dr. Levin and seconded by Ms. Paspalis to approve Consent Agenda Items 9.1 as amended, 9.2-9.5, and 9.7-9.9 as presented. The motion was unanimously approved with a vote of 5 Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 – Nays.

- 9.1 Minutes of Regular Meeting December 10, 2013
- 9.2 Purchase Orders and Warrants
- 9.3 Acceptance of Gifts
- 9.4 Certificated Personnel Reports No. 10
- 9.5 Classified Reports No. 10
- 9.7 Culver City High School Overnight Field Trip to the California Educational Theatre Association Competition in Anaheim, California
- 9.8 Culver City High School Out-of-State Spring Break Field Trip to New York, New York
- 9.9 Program Improvement Plan for La Ballona School

9.6 Approval is Recommended for the Williams Quarterly Report on Uniform Complaints

Mr. Laase stated that the District does not have many complaints. He asked for additional information regarding the complaint such as where and what the complaint was, and how it was handled. Mr. LaRose stated that the complaint was regarding Culver Park and it was about staff concerns associated with the remodel such as safety

concerns. He explained what measures were taken and how it was addressed. It was moved by Ms. Paspalis and seconded by Dr. Levin to approve the Williams Quarterly Report on Uniform Complaints as presented. The motion was approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 – nays.

10. Awards, Recognitions and Presentations

10.4 CCUSD - Power of US Recognition

Mr. LaRose stated that every month the District would like to celebrate the District "touchstone" which is Success for All Takes Us All and to celebrate staff members that are examples of this "touchstone." Dr. LaRose introduced Jennifer Slabbinck, Principal of La Ballona Elementary. Ms. Slabbinck welcomed everyone to the meeting and spoke about her office staff members Cindy Fierro and Lisa Reza. She spoke about how they handled a student safety situation during a time when she was out of the office. She stated that they really showed how much they care for the student and how they went the extra mile. Ms. Slabbinck was proud to announce that Ms. Fierro and Ms. Reza were being acknowledged for their work. Ms. Fierro was not in attendance, but Ms. Reza accepted their certificates and Power of Us t-shirts.

Mr. Dylan Farris, Principal at Culver City High School, also spoke about one of his wonderful staff members. Mr. Farris was honoring Mr. Raphael Hernandez from the custodial staff. Mr. Farris informed the Board of the heavy workload that the custodians have working at the high school. He stated that Mr. Hernandez has a very strong work ethic and has taken on a leadership position by creating a professional development for the custodial staff. Mr. Hernandez was given his certificate and t-shirt.

10.1 Culver City Education Foundation Grant Check Presentation

Leslie Adler, Executive Director of the Education Foundation, and Marci Shulman, Board President of the Education Foundation, presented a check in the amount of \$155,000 to the Board for a grant for professional development in math for teachers.

10.2 Spotlight on Education - La Ballona Elementary

Jennifer Slabbinck introduced the school President of Student Council, Azaya Gonzalez, who spoke about how much she enjoyed attending the school and the programs and resources at the school. Miss Gonzalez also informed the Board of the different clubs such as the Running Club. The Student Council Vice President Eva Katz was also present. Ms. Slabbinck reported on the diversity in the school and how the students learn from each other; the awards and recognitions the school has received; and the fact that La Ballona is nominated as a Distinguished School this year. The school has also received a nomination for the ASCD Vision in Action Award. Ms. Slabbinck reviewed the test scores, spoke about the school being in Program Improvement, and briefly reviewed the demographics. She spoke about the implementation of the Professional Learning Communities (PLC) with the teachers and the work that the PLCs are doing. Some of this work includes discussing the norms, essential standards, common formative assessments, and intervention. Ms. Slabbinck also discussed some of the La Ballona highlights such as student activities, parent involvement, and Whole Child Initiatives. La Ballona also was chosen to participate in Cotsen Math this year and next. First grade students Nathaniel Josephson and Garrett Masuda who are in the Cotsen math class showed the Board how they broke down the number thirty-five. First grade student Emiliano Lopez added twenty-seven plus thirteen. Third grade students Oliver Lahe and Caitlin Polesetsky talked about math process in their class. Fifth grade students Mariah Alcala and Xitlally Garcia talked about how math is different and better this year.

Dr. Levin stated that he had not seen the Cotsen Program before and he was very impressed. He asked what Ms. Slabbinck felt was the best thing going on at the school, or if she had any concerns that she would like to share and have the Board focus on. Ms. Slabbinck was most excited that the Cotsen teachings are "spilling" over into other areas of student learning. She stated that the school has amazing staff and teachers. She is also very proud of the Back Pack Program and thinks that the school implemented it nicely and now it has carried over to the other school sites. Ms. Robins stated that she was very impressed with the students and their willingness to speak in front of the Board. She thanked Ms. Slabbinck for explaining the work they are doing in the PLC. Ms. Robins also really likes the teachings of the Cotsen Program and the students are going to the Middle School willing to

think through their problems. Ms. Chardiet was proud to state that her children attended La Ballona. She thanked Ms. Slabbinck for her presentation.

10.3 <u>CCUSD "Profile Snapshot" Presentation by Dr. Kati Krumpe, Assistant Superintendent – Educational Services</u>

Mr. LaRose thanked families, staff, and students for attending the meeting. He explained to the Board the purpose of the presentation was to provide them with District information on who we are and who we serve. Dr. Kati Krumpe, Assistant Superintendent of Educational services, shared sample visual representations of CCUSD data points. She also provided snapshots of demographic data, sample achievement points, enrollment/permit information and facility facts. Ms. Chardiet noticed that Linwood Howe had the lowest enrollment this year of all of the schools. Mr. LaRose stated that it was possibly from the removal of one of the kindergarten classes. He stated that staff plans on changing that next year. Mr. LaRose spoke about interdistrict permits and the percentage from neighboring districts. Ms. Paspalis asked if the numbers were correct because a few years ago most of the permits were from LAUSD. Further discussion ensued about permits. Ms. Chardiet thanked Mr. LaRose and Dr. Krumpe for the presentation and for allowing the Board to see the real information. She asked what we are doing to support La Ballona since they have the highest numbers in socio-economically disadvantaged students, ELL students, and in other areas. Dr. Krumpe stated that those are the types of conversation that staff are having now along with having more community conversations. Dr. Levin stated that when you see the differences from school to school, does it make it better for that school population. He wondered if now that we see intra and interdistrict permits if there is a way to figure out why people are making those choices to switch schools. Further discussion ensued.

11. Public Recognition

11.1 Superintendent's Report

Mr. LaRose thanked La Ballona for hosting the meeting and affirming that it is the right thing to do to move the meetings to different school sites. There were at least five other principals in attendance for support of Ms. Slabbinck and he stated that it shows how they support each other. He stated that the principals are one of the key PLCs that meet every month and they have been learning from each other. Mr. LaRose complimented the bargaining team partners, David Mielke, Nancy Goldberg, and Leslie Lockhart. He gave an update on the partnership meeting, and announced an upcoming District professional development on January 21st. He reported that next Tuesday night is a Board Work Study session with the election consultant from 6:00 p.m. to 8:00 p.m. in the Board Room.

11.2 Assistant Superintendents' Reports

Dr. Krumpe reported that the first common core workshop went great. We hope to take it to different sites. The workshop will be followed-up with the workshop on the common core math which will probably be held at Farragut. With the common core funds we are able to provide the devices needed at the school sites. She stated that it is our intent to provide for one-third of the testing students to test at the same time at each site for the pilot.

Mrs. Lockhart stated that she was happy to see the MOUs for approval on this agenda and she is proud of what has been achieved by the bargaining partnership. She commended the Middle School on their Winter Concert and stated that she appreciates the time and commitment of music teacher Paul Witt.

Mr. Reynolds reported on his attendance at the student performance at Robert Frost Auditorium last week, and stated that there was music, dance, and art. He was very impressed. The whole evening was wonderful. Mr. Reynolds also mentioned that the auditors were in attendance for a presentation later in the evening.

11.3 Student Representatives' Reports

Middle School Student Representative

Natalya Tapia, Culver City Middle School Student Representative, was not in attendance.

Culver Park Student Representative

Wendy Gonzalez, Culver Park High School Student Representative, reported on activities at Culver Park High School, including Spirit Week which included Twins Day, Crazy Hair Day, Sports Day, and Tux Tuesday. She

stated that there are several seniors that want to go back to the High School so students are really encouraging them and being supportive.

Culver City High School Student Representative/Student Board Member

Roy Gonzalez, Student Board Member, was not in attendance.

11.4 Members of the Audience

Members of the audience spoke about:

- Guadalupe Martin who is a new teacher to the District and representing the Union. She stated that she was disappointed in the union memberships as the Membership Chair. She is excited to be here at the meeting. She is a fourth grade dual-language teacher and she is assisting with implementing the dual-language program through high school.
- Annie Méndez stated that she was happy the Board came to La Ballona and she is happy about the PLCs. She stated that the PLC is breaking barriers. The impact means so much. She briefly spoke about how they are working with all students.
- Margaret Coleman showed a magazine where there was a story about PLCs and she believes in the theory now. She was skeptical at first.
- Robert Zirgulis stated that another "beloved" landmark was about to be demolished, the Culver City Ice Skating Rink. He asked the Board to do a Resolution asking the City to make it an historical landmark.
- David Mielke stated that it was great being here and thanked the Board for travelling. He is happy the Board got to meet the new faces of the CCFT union, Guadalupe Martin, Annie Méndez, and Margaret Coleman. Mr. Mielke stated that he and Mr. LaRose will be going to New York next week for a conference and they are making a presentation in Manhattan Beach at the CFT Convention to talk about the partnership in the District.
- Scott Kecken, a fourth grade parent, welcomed the Board. He stated that La Ballona is the oldest school in Culver City and next year is its 150th Anniversary. He spoke about some of the other activities and programs at the school such as the International extravaganza, Ballroom Dance, etc. Mr. Kecken also shared with the Board some of their needs such as getting more technology with the maintenance that it entails such as with the Smart Boards that they have in every room. They also need help with maintaining their green space.
- Kelly Lytle Hernandez thanked the Board for coming to La Ballona. She stated that she has concerns with the concentration at certain schools and segregation in the District.

11.5 Members of the Board

Board Members spoke about:

- Dr. Levin agreed with Mr. Reynolds that the AVPA event was really great and he was very impressed with what they are doing. He stated that he is sorry he will not be able to attend the meeting on the 21st due to work that will take him out of town.
- Ms. Robins thanked Ms. Slabbinck and staff for hosting the Board Meeting and thanked Mr. LaRose
 for moving the meetings. It is so great that they are looking at the whole child and the full spectrum
 of curriculum. Ms. Robins also thanked Dr. Krumpe and Mr. LaRose for the "snap shot" of the
 District.
- Ms. Paspalis stated that she appreciated all of the data that was brought tonight. She attended the High School Winter Concert and it was excellent. They have been improving which is a testament to the staff. She asked to remove the March Board Meeting from the calendar. Ms. Paspalis would like to get the Board calendar earlier for approval.
- Ms. Goldberg reported that there is an ESC meeting on Thursday and a meeting for the Culver City Youth Health Center. The Youth Health Center is having a fundraiser in March and a lot of good work is being done there. She stated that the ESC is having a ribbon cutting on February 4th for the solar panels. Students will also be learning about the panels and how they will be saving energy.
- Ms. Chardiet thanked Ms. Slabbinck and staff for hosting the meeting. She attended an Ad Hoc
 meeting regarding Adult Education and reported briefly on the meeting. Ms. Chardiet also reflected

on her time with her kids at La Ballona. She stated that the 5th grade Legacy Wall was created to show how much we love this school.

13. Recess

The Board recessed at 9:25 p.m. and reconvened at 9:38 p.m.

12. Information Items

Due to the time, Ms. Chardiet announced that item 12.3 would be moved up on the agenda so that the representative could do her report.

12.3 2012-13 Independent Audit Report

Tanya Rogers from Kristy White and Associates, a certified public accounting firm, presented the 2012-2013 Independent Audit Report to the Board. She provided the Board with the firm's opinion of the financial condition of the District with no major findings and went over a brief summary. Board members thanked her for her report.

12.1 <u>First Reading of Revised Administrative Regulation/Board Policy 5116.1 – Students, Intradistrict</u> Open Enrollment

Board members reviewed the Administrative Regulation and Board Policy. With no revisions, they will be brought back to the next meeting for approval.

12.2 <u>First Reading of New Administrative Regulation/Board Policy 5157, Students - Transgender Students, Privacy and Facilities</u>

Board members reviewed the Administrative Regulation and Board Policy. With no revisions, they will be brought back to the next meeting for approval.

14. Action Items

14.1 Superintendent's Items

14.1a Approval of Increase in Monthly Compensation for Board Members

George Laase stated that the Board already voted to give themselves a raise last year. He wanted to remind the new members of how it would look as their first vote to raise their own stipend. It was moved by Ms. Paspalis and seconded by Ms. Robins to approve in Increase in Monthly Compensation for Board Members as presented. The motion was approved with a vote of 4 – Ayes from Ms. Chardiet, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 1 – Nay from Ms. Goldberg.

14.1b Approval of Amended Superintendent's Contract

This item was pulled from agenda but Ms. Chardiet stated that the contract needed to be amended by applying the 2.5% raise that other staff will receive, and to bring it back to the next agenda.

14.2 Education Services Items

14.2a Approval is Recommended for the Reinstatement of Pupil Services Case #11-11-12

It was moved by Dr. Levin and seconded by Ms. Goldberg that the Board approve the Reinstatement of Pupil Services Case #11-11-12 as amended. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 – Nays.

14.2b Approval is Recommended for a New Course at Culver City High School: Graphic Design I It was moved by Ms. Paspalis and seconded by Ms. Goldberg that the Board approve a New Course at Culver City High School: Graphic Design I as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 – Nays.

14.3 Business Services Items

14.3a Approval is Recommended for Decrease in Mileage Reimbursement Amount for School Business Travel

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

- 14.3b Approval is Recommended for the 2013-14 Education Protection Account Spending Plan
 George Laase asked why we are limiting our choices and what about classified employees. He stated that there are thirty-six other functions that spending could be used for. He thinks it would be great if there were full day nurses at all of the school sites instead of nurses travelling around to the schools. Sean Kearney, Director of Fiscal Services, provided Mr. Laase with additional information. It was moved by Ms. Paspalis and seconded by Ms. Goldberg that the Board approve the 2013-14 Education Protection Account Spending Plan as presented. The motion was unanimously approved with a vote of 5 Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 Nays.
- 14.3c Approval is Recommended for AB1200 Public Disclosure Financial Impact of 2013-14 Agreement Between Culver City Unified School District (CCUSD) and Association of Classified employees (ACE)

 It was moved by Ms. Robins and seconded by Ms. Goldberg that the Board approve AB1200 Public Disclosure Financial Impact of 2013-14 Agreement Between Culver City Unified School District (CCUSD) and Association of Classified employees (ACE) as presented. The motion was unanimously approved with a vote of 5 Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 Nays.
- 14.3d Approval is Recommended for AB1200 Public Disclosure Financial Impact of 2013-14 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT)

 It was moved by Ms. Goldberg and seconded by Dr. Levin that the Board approve the for AB1200 Public Disclosure Financial Impact of 2013-14 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT) as presented. The motion was unanimously approved with a vote of 5 Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 Nays.

14.3e <u>Approval is Recommended for AB1200 Public Disclosure – Financial Impact of 2013-14 Agreement Between Culver City Unified School District (CCUSD) and Culver City Management Association of Culver City Schools (MACCS)</u>

It was moved by Dr. Levin and seconded by Ms. Robins that the Board approve the AB1200 Public Disclosure – Financial Impact of 2013-14 Agreement Between Culver City Unified School District (CCUSD) and Culver City Management Association of Culver City Schools (MACCS) as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 – Nays.

14.4 Personnel Items

14.4a Approval is Recommended for the 2013/2014 Agreement Between the Culver City Unified School District (CCUSD) and the Culver City Federation of Teachers (CCFT)

It was moved by Ms. Goldberg and seconded by Ms. Paspalis that the Board approve the 2013/2014 Agreement Between the Culver City Unified School District (CCUSD) and the Culver City Federation of Teachers (CCFT) as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 – Nays.

14.4b Approval is Recommended for the 2013/2014 Agreement Between the Culver City Unified School District (CCUSD) and the Association of Classified Employees (ACE)

It was moved by Ms. Robins and seconded by Ms. Paspalis that the Board approve the 2013/2014 Agreement Between the Culver City Unified School District (CCUSD) and the Association of Classified Employees (ACE) as presented. The motion was approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms.

Robins, and Ms. Paspalis; and 0 - Nays.

14.4c Approval is Recommended for the 2013/2014 Agreement Between the Culver City Unified School District (CCUSD) and the Management Association of Culver City Schools (MACCS)

It was moved by Ms. Goldberg and seconded by Ms. Paspalis that the Board approve the 2013/2014 Agreement Between the Culver City Unified School District (CCUSD) and the Management Association of Culver City Schools (MACCS) as presented. The motion was approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 – Nays.

14.4d <u>Ratification is Recommended to 2013/2014 Adult School Kids Enrichment Summer Program Schedule</u>

It was moved by Ms. Robins and seconded by Dr. Levin that the Board approve the 2013-2014 Adult School Kids Enrichment Summer Program Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Robins, and Ms. Paspalis; and 0 – Nays.

15. Board Business - None

<u>Adjournment</u>	nt
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There being no further business, it was moved by Ms. Goldberg, seconded by Ms. Paspalis and unanimously approved to adjourn the meeting. Board President Ms. Chardiet adjourned the meeting at 10:05 p.m.

Approved:		
	Board President	Superintendent
On:		
	Date	Secretary

9.2 PURCHASE ORDERS

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

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

Purchase order grand total from January 5, 2014 through January 18, 2014 is \$396,571.82.

BUDGET NUMBER LEGEND FOR FUNDS

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

RECOMMENDED MOTION:	That purchase orders from January 5, 2014 through January 18, 2014 in the amount of \$396,571.82 be ratified by the Board of Education.

Moved by:	Seconded by:

Vote:

Report ID: LAPO009C

64444 District:

Board List Purchase Order Report CULVER CITY UNIFIED SD

01/18/2014 Run Date: Page No.

13-14 Run Time: 02:04:15AM

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WEEKLY

Purchase Orders/Buyouts To The Board for Ratification From: I,	/5/2014	To	1/
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified			

1/18/2014

		Change											Distrib	
PO Date PO#	Stat Ord#	J# Date	Vendor Name	Description	Dept/Site	Fund Re	Res.Prj	Goal	Funct	o je	Sch/Loc	86	Amount	PO Amt
2000000	2000	0414410044	CUADON	CONTRACTER	Special	94.0	65000.0	57520	886	\$	949496	1	96 588	
Cancelled - 8	- see 62664		GRANDINETTE, M.S.,	SERVICES 01/13/2014	Education 0000000043	SHAR	Š	DINETTE	M.S., E	D., CBIS				1,085.00
01/09/14 61062M	O	01/09/2014	-	PEST CONTROL	Maintenance	01.0 81	81500.0	00000	81100	5630	0005040 13-14	13-14	1,050.00	ļi
			EXTERMINATING	01/09/2014	61062M	SMIT	SMITH FAMILY EXTERMINATING	EXTERM	INATING	į				1,050.00
01/09/14 61063M	<	01/09/2014	01/09/2014 STANLEY STEEMER	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040 13-14	13-14	2,067.60	
				01/09/2014	61063M	STAN	STANLEY STEEMER	MER			i	į		2,067.60
01/14/14 61510A	۷	01/14/2014	01/14/2014 AMAZON.COM	BOOKS	Special	01.0 33	33100.0	50010	21000	4210	0004040 13-14	13-14	412.89	
				01/14/2014	61510A	AMAZ	AMAZON.COM			İ				412.89
01/08/14 62267	∢	01/08/2014	01/08/2014 WISEBURN SCHOOL	CONTRACT SERVICES	S Undistributed	01.7 33	33850.0	50500	22000	5890	0000000 13-14	13-14	75,000.00	
			DISTRICT	RENDERED 01/08/2014	Selpa 62267	WISE	WISEBURN SCHOOL DISTRICT	HOOL DE	STRICT					75,000.00
01/08/14 62268	ပ	01/08/2014	01/08/2014 CULVER CITY NEWS	ADVERTISING	Undistributed	01.7 6	65000.0	50500	22000	5830	0000000 13-14	13-14	136.66	
				01/08/2014	62268 Selpa	CULV	CULVER CITY NEWS	VEWS						136.66
01/08/14 62269	∢	01/08/2014	01/08/2014 CDW-G	COMPUTER	Educational	01.0 74050.0		11100	10000	4410	0004000 13-14	13-14	6,488.22	
				SUPP/EQUIP 01/08/2014	Services 62269	CDW-G	φ							6,488.22
01/08/14 62270	∢	01/08/2014	01/08/2014 CDW-G	OFFICE SUPPLIES	Special Projects	01.0 00000.0		00000	21000	4310	0004030 13-14	13-14	284.70	
				01/08/2014	62270	CDW-G	φ							284.70
	<	2000	A DESIGN DEPOT	SELICE SI IDDI IES	Linwood Howe	01.0 07395.0	7395.0	00000	27000	4410	2020000 13-14	13-14	328.49	
01/08/14 622/1	í.	01100120		01/08/2014	Elementary 62271	OFFIC	OFFICE DEPOT			I	į			328.49

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

* Prior Year Payments

Undistributed 0 Supt's Off

CONTRACTED SERVICES

01/08/2014 SOLUTION TREE, LLC

⋖

01/08/14 62272

26,880.00

01.0 07393.0 00000 27000 5850 0000000 13-14

		Board List Purchase Order Report	Page No.	8
Report ID:	Report ID: LAPO009C		Run Date:	Run Date: 01/18/2014
District: 64444		COLVER CIT UNITED 3D	Run Time:	Run Time: 02:04:15AM
C daddii.a	Burchase Orders/Burcuts To The Board for Ratification From : 175/2014 To 1718/2014	016 To 1/18/2014	F.	13-14
Purchase O	Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified		WEI	WEEKLY

											١				
PO Date P	PO# Stat	0	nge Date	Vendor Name	Description	Dept/Site	Fund Re	Res.Prj	Goal	Funct	Obj	Sch/Loc F	BP	Distrib Amount	PO Amt
					01/08/2014	62272	SOLUT	SOLUTION TREE, LLC	E, LLC						26,880.00
01/08/14 62273	273 A		01/08/2014	SAN JOAQUIN	LICENSE/FEES	Undistributed	01.7 65	0:00099	50500	22000	5810	0000000 13-14	3-14	12,885.00	
				COUNTY OFFICE OF	01/08/2014	Selpa 62273	SAN J	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	YTNUO	OFFICE	OF ED	JCATION	 		12,885.00
01/09/14 62274	274 A		01/09/2014 CUE	cue	CONFERENCE AND	Linwood Howe	01.0 07	07395.0	00000	27000	5220	2020000 13-14	3-14	1,450.00	
					TRAVEL 01/09/2014	Elementary 62274	CUE		!						1,450.00
01/09/14 62275		⋖	01/09/2014	01/09/2014 GRAINGER	JANITORIAL	El Marino	01.0 00000.0		00000	81000	4370	2030001 13-14	3-14	3,500.00	
					5UPP/EQUIP 01/09/2014	62275	GRAINGER	GER							3,500.00
01/09/14 62276		ပ	01/09/2014	WILLIAM SMYTHE &	CONTRACT SERVICES	l	01.0 33	33100.0	57500	39000	5890	0004040 13-14	13-14	225.00	
				CHRISTINE ROESE	RENDERED 01/09/2014	Education 62276	WILLI	WILLIAM SMYTHE & CHRISTINE ROESE	HE & CH	RISTINE	ROESI				225.00
01/09/14 62277		v	01/09/2014	01/09/2014 TERRY J. TIBBETTS	CONTRACT SERVICES		01.0	33101.0	50010	21000	5890	0004040 13-14	3-14	500.00	
					RENDERED 01/09/2014	Education 62277	TERR	TERRY J. TIBBETTS	TTS	ļ				i	500.00
01/09/14 62278		ပ	01/09/2014	-	FIELD TRIPS	Gate Field Trips	01.0	91400.0	11100	10000	5816	3017140 13-14	13-14	8,280.00	
				DISCOVERIES	01/09/2014	62278	GUIDE	GUIDED DISCOVERIES	VERIES		{				8,280.00
01/13/14 62279		<	01/13/2014	01/13/2014 C&S SALES	OFFICE SUPPLIES	Fiscal Services	01.0	0.00000	00000	73000	4350	0005010 13-14	13-14	953.31	
5		į			01/13/2014	62279	C&S S	SALES							953.31
01/10/14 62280		U	01/10/2014 LACOE	LACOE	CONFERENCE AND	Pupil Services	01.0 00000.0		00000	31400	5220	0004020 13-14	13-14	90.00	
					01/10/2014	62280	LACOE								90.00
01/10/14 62281		4	01/13/2014	SCANTRON	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	07395.0	11100	10000	4310	4010000 13-14	13-14	2,600.57	

WEEKLY Run Date: Page No. ξ. **Board List Purchase Order Report CULVER CITY UNIFIED SD** Purchase Orders/Buyouts To The Board for Ratification From: 1/5/2014 To 1/18/2014 Report ID: LAPO009C 64444 **District**:

13-14 Run Date: 01/18/2014 Run Time: 02:04:15AM

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

	Change										USTUD
PO Date PO#	Stat Ord# Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Opj	Fund Res.Prj Goal Funct Obj Sch/Loc BP	Amount
			01/10/2014	62281	SCA	SCANTRON CORPORATION	ORPORA	TION	į	i	

PO Date PO#	Stat Or	Ord# Date	Vendor Name	Description	Dept/Site	Fund Res.Prj	Prj Goal	Funct	O P	Schloc	86	Amount	PO Amt
				01/10/2014	62281	SCANTRO	SCANTRON CORPORATION	ATION					2,600.57
01/10/14 62282	∢	01/10/2014	TROXELL	COMPUTER	El Marino Language	01.0 07395.0	5.0 11100	10000	4410	2030000 13-14	13-14	505.89	
				01/10/2014	62282	TROXELL	TROXELL COMMUNICATIONS	ATIONS					505.89
01/10/14 62283	∢	01/10/2014	01/10/2014 CONTROLTEC, INC	REPAIRS - OTHER	Office of Child	12.0 50253.0	3.0 85000	37000	5630	0000002 13-14	13-14	7,800.00	
				01/10/2014	Development 62283	CONTRO	CONTROLTEC, INC						7,800.00
01/10/14 62284	ပ	01/10/2014	VINA ENGRAVING &	OFFICE SUPPLIES	Superintendent's 01.0	01.0 00000.0	0.0000 0.0	71000	4350	0001000 13-14	13-14	63.20	
			TROPHIES	01/10/2014	Office 62284	VINA ENG	VINA ENGRAVING & TROPHIES	FROPHIES				:	63.20
01/13/14 62285	U	01/13/2014	NATIONAL	MEMBERSHIPS	Human	01.0 00000.0	0.0000 0.0	74000	5310	0003000 13-14	13-14	747.00	
			SEMINARS I RAINING	01/13/2014	62285	NATIONA	NATIONAL SEMINARS TRAINING	S TRAININ	<u>ق</u>			ļ	747.00
01/13/14 62286	ပ	01/14/2014	01/14/2014 CRAIG TORRES	CONTRACT SERVICES		01.0 07395.0	5.0 11100	10000	5890	2040000 13-14	13-14	300.00	
				MENDERED 01/13/2014	Elementary 62286	CRAIG TORRES	ORRES						300.00
01/14/14 62287	∢	01/14/2014 CDW-G	5-MCO	COMPUTER	Cuiver City	01.0 07395.0	5.0 11100	10000	4310	3010000 13-14	13-14	64.04	
				01/14/2014	62287	CDW-G						1	64.04
01/14/14 62288	ပ	01/14/2014	01/14/2014 LASERCARE	REPAIRS - OFFICE	Adult School	11.0 06390.0	0.0 41100	27000	5630	0000010 13-14	13-14	180.40	
				01/14/2014	62288	LASERCARE	ARE						180.40
01/14/14 62289	ပ	01/14/2014		FIELD TRIPS	Gate Field Trips	01.0 91400.0	0.0 11100	10000	5816	3017140 13-14	13-14	1,760.00	
			DISCOVERIES	01/14/2014	62289	GUIDED	GUIDED DISCOVERIES	g	į				1,760.00
01/14/14 62290	∢	01/14/2014	TROXELL COMMUNICATIONS	COMPUTER SUPP/EQUIP	Culver City Middle School	01.0 07395.0	5.0 11100	10000	4310	3010000 13-14	13-14	112.68	

Board List Purchase Order Report CULVER CITY UNIFIED SD Purchase Orders/Buyouts To The Board for Ratification From: 1/5/2014 To 1/18/2014 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Report ID: LAPO009C District: 64444

01/18/2014 Run Date: Page No.

Run Time: 02:04:15AM

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PO Date PO#	Cha Stat Ord#	Change rd# Date	Vendor Name	Description	Dept/Site	Fund Res.Prj	Goal	Funct	Obj S	Sch/Loc BP	Distrib Amount F	PO Amt
				01/14/2014	62290	TROXELL COMMUNICATIONS	MMUNICA1	LIONS				112.68
01/13/14 62291	∢	01/14/2014	KAPLAN EARLY LEARNING	INSTRUCTIONAL SUPPLIES	Office of Child Development	12.0 50253.0 85000 100	85000	. 8	4310 (0000002 13-14	202.75	200 74
	•	4400	X aux C S au	SOFTWARE	Culver City	01.0 00000.0	16003	g	4340	3010000 13-14	1,600.00	
76770 41/41/10	¢			01/14/2014	Middle School 62292	DISCOVERY EDUCATION	DUCATION	2				1,600.00
01/16/14 62294	∢	01/16/2014	01/16/2014 TROXELL COMMUNICATIONS	COMPUTER SUPP/EQUIP 01/16/2014	Culver City Middle School 62294	01.0 07395.0 11100 10000 TROXELL COMMUNICATIONS	11100 MMUNICA1		4410	3010000 13-14	3,041.91	3,041.91
01/16/14 62295	∢	01/16/2014	! ACE TUTORING SERVICES, INC.	CONTRACTED SERVICES 01/16/2014	Special Projects 62295	01.0 30100.0 11100 10000 5 I ACE TUTORING SERVICES, INC.	11100 ING SERVI	10000 CES, INC	810	0004030 13-14	1,799.31	1,799.31
01/16/14 62296	∢	01/16/2014	LOS ANGELES COUNTY OFFICE OF	CONTRACT SERVICES RENDERED 01/16/2014 6	ES Special Education 62296	01.0 65000.0 57520 11100 5890 0004040 LOS ANGELES COUNTY OFFICE OF EDUCATION	57520 S COUNTY	11100 7 OFFICE	5890 OF EDU	0004040 13-14 JCATION	46,676.00	46,676.00
01/16/14 62297	∢	01/16/2014	01/16/2014 MELIKA SAMIEIVAFA	INSTRUCTIONAL SUPPLIES 01/16/2014	Special Education 62297	01.0 33101.0 50010 MELIKA SAMIEIVAFA	ı	27000	4350	0004040 13-14	23.51	23.51
01/16/14 62298	∢	01/16/2014	01/16/2014 THERAPY IN ACTION	CONTRACT SERVICES RENDERED 01/16/2014 6	ES Special Education 62298	01.0 65000.0 57520 THERAPY IN ACTION	57520 ACTION	11360	5810	0004040 13-14	535.00	535.00
01/16/14 62299	∢	01/16/2014	4 DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES 01/16/2014	Office of Child Development 62299	12.0 50253.0 85000 10000 DISCOUNT SCHOOL SUPPLY	82000 CHOOL SU	ا ۾	4310	0000002 13-14	32.35	32.35
01/16/14 62300	∢	01/16/201	01/16/2014 CULVER CITY BUS LINES	CONTRACTED	Transportation/H ome to School	4 01.0 00000.0	00000	36000	5890	0005500 13-14	1,000.00	

	Board List Purchase Order Report	Page No.	9
Report ID:	Report ID: LAPO009C	Run Date:	Run Date: 01/18/2014
District	64444	Run Time:	Run Time: 02:04:15AM
 Purchase (Purchase Orders/Buyouts To The Board for Ratification From: 1/5/2014 To 1/18/2014	FY:	13-14
Purchase (Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified	WE	WEEKLY

Change

Distrib

Amount PO Amt	1,000.00		376.43		5,581.11
Amoun		376.43	E	5,581.11	
ВР		13-14		13-14	
Funct Obj Sch/Loc BP		0004023	s	4010000	
ō.		4312	ERVICE	6201	MS INC
Funct	ES	39000	GICAL SI	85000	E SYSTE
Goal	BUS LIN	00000	усного	00000	STORAG
Fund Res.Prj Goal	CULVER CITY BUS LINES	56400.0	WESTERN PSYCHOLOGICAL SERVICES	0.00000	ENGINEERED STORAGE SYSTEMS INC
Fund	COL	01.0	WES	40.0	ENG
Dept/Site	62300	Psych-Soc Work 01.0 56400.0 00000 39000 4312 0004023 13-14	62301	Culver City High 40.0 00000.0 00000 85000 6201 4010000 13-14	School 62302
Description	01/16/2014	TEST/TEST	MA/EKIALS 01/16/2014	LOCKERS	01/17/2014
Vendor Name		01/16/2014 WESTERN	PSYCHOLOGICAL	01/17/2014 ENGINEERED	STORAGE SYSTEMS
Date		1/16/201		1/17/201	
Stat Ord# Date		0 V		0 4	
PO Date PO #		01/16/14 62301		01/17/14 62302	

396,571.82 396,571.82 Total by District: 64444

178,867.80

178,867.80

0004040 13-14

01.0 65000.0 57500 11800 5880

NONPUBLIC SCHOOLS Special SERVICE Education 01/16/2014

01/16/2014 THERAPY WEST, INC.

<

01/16/14 62599

Education 62599

THERAPY WEST, INC.

1,085.00

1,085.00

01.0 65000.0 57520 11360 5810 0004040 13-14

SHARON GRANDINETTE, M.S., ED., CBIST

Special Education 62664

CONTRACTED SERVICES 01/14/2014

01/14/2014 SHARON GRANDINETTE, M.S.,

∢

01/14/14 62664

End of Report LAPO009C

NONPUBLIC SCHOOLS:

CURRENT PERIOD: \$178,867.77

APPROVED YTD: \$3,030,439.70

9.3 Approval is Recommended for Acceptance of Gifts – Donations

Board Policy 3290 states the Governing Board may accept any bequest or gift of money or property on behalf of the District that is consistent with the District's vision and philosophy. All gifts, grants, and bequests become District property. The following items have been donated for use in the District:

Location	Donor/Item(s) Donated
El Rincon School	Christina Campbell \$100.00
Culver City Middle School	James Snodgrass Alto Saxophone for Music Program
	Riding for Reading c/o Marnye Langer, Director and Margaret Wahlert, CCMS student \$225,00 for library materials
Culver City High School	Bruce Seidel 15 cookbooks for ROP program
RECOMMENDED MOTION:	That the Board accept with appreciation the gifts listed.
Moved by:	Seconded by:
Vote:	

9.4 Financial Implication for Certificated Services Report No. 11

Total	Fiscal	Impact	per	Funding	Source:

Educational Services	\$ 1,542.75
Fee Based	\$ 6,546.28
General Fund	\$ 357.00
Los Angeles County Office, Regional Occupational Program - CTE	\$ 135,785.37
Office of Child Development	\$ 5,443.00
Pupil Services	\$ 1,542.75
Special Education	\$ 22,236.00
Summer Enrichment Program	\$ 717.40

9.4 Certificated Personnel Services Report No. 11

- I. Authorization and Ratification of Employment
 - A. First-Year Probationary Linwood E. Howe

Effective February 3, 2014

Funding Source: Special Education

Total Cost: \$22,236.00

1. Augenstein, Ashley Specializ

Specialized Academic Instructor (SDC)

B. Regional Occupational Instructor - High School, Spring 2014 Session

Effective January 18, 2014 through June 10, 2014 at \$37.69 per hour, not to exceed 90 hours

Funding Source: LACOROP-CTE

Total Cost: \$3,392.10

- 1. Dikeman, Clark
- C. Regional Occupation Instructors High School, Spring 2014 Session

Effective January 21, 2014 through June 13, 2014 at stated hourly rate per hour, not to exceed

stated hours

Funding Source: LACOROP-CTE

Total Cost: \$107,560.50

1.	Brandt, Michael	Auto Specialization Culinary Arts Animation & Digital Photo Office Technology & Web	460 hours	\$37.69 per hour
2.	Caldwell, Marilyn		560 hours	\$34.79 per hour
3.	Kurnarsky, Larry		640 hours	\$37.69 per hour
4.	McMillan, DuBois		690 hours	\$34.79 per hour
5.	White, Marcos	Design Sports Medicine & Sports Therapy	600 hours	\$37.69 per hour

D. Regional Occupation Instructor - High School, Spring 2014 Session

Effective January 23, 2014 through June 13, 2014 at \$37.69 per hour, not to exceed 460 hours

Funding Source: LACOROP-CTE

Total Cost: \$17,337.40

- 1. Sunwaye, Lisa (retired)
- E. Regional Occupation Instructor High School, Spring 2014 Session

Effective February 4, 2014 through June 10, 2014 at \$31.87 per hour, not to exceed 90 hours

Funding Source: LACOROP-CTE

Total Cost: \$2,868.30

1. Keele, Kevin

Certificated Personnel Services Report No. 11 - Page 2 9.4

- Authorization and Ratification of Employment Continued I.
 - Fee Based Teacher Adult School, Sewing Winter 2014 Trimester F. Effective January 13, 2014 through March 22, 2014 at \$35.87 per hour, not to exceed 3 hours per week

Funding Source: Fee Based Total Cost: \$1,076.10

- 1. Albert, Deborah
- Fee Based Teacher Adult School, Winter 2014 Trimester G. Effective January 14, 2014 through March 22, 2014 at \$35.87 per hour, not to exceed stated hours Funding Source: Fee Based Total Cost: \$2,510.90

2 hours per week Japanese Morris, Ruth 1. 5 hours per week Music 2. Sikorski, Patricia

Fee Based Teacher - Adult School, French Winter 2014 Trimester H. Effective January 15, 2014 through March 22, 2014 at \$35.87 per hour, not to exceed 2 hours per week Funding Source: Fee Based

Total Cost: \$717.40

- Stein, Eileen 1.
- Fee Based Teacher Adult School, Tennis Winter 2014 Trimester I. Effective January 18, 2014 through March 22, 2014 at \$35.87 per hour, not to exceed 4 hours per week

Funding Source: Fee Based Total Cost: \$1,434.80

- Ramirez, Vincent 1.
- Fee Based Teacher Adult School, Painting Winter 2014 Trimester J. Effective January 21, 2014 through March 22, 2014 at \$35.87 per hour, not to exceed 2.5 hours per week

Funding Source: Fee Based

Total Cost: \$807.08

Jones, Stephen 1.

9.4 Certificated Personnel Services Report No. 11 - Page 3

- I. Authorization and Ratification of Employment Continued
 - K. <u>Home Teacher</u> District Office Effective January 27, 2014 at \$39.92 per hour, as needed Funding Source: Special Education
 - 1. Funches-Brown, Phyllis
 - L. <u>Substitute Teacher</u> District Office Effective February 3, 2014 at \$127.50 per day, on-call when needed; \$163.20 on 21st day Funding Source: General Fund
 - 1. Dallas, Leslie
 - 2. Perez, Emma
 - M. Extra Assignment Linwood E. Howe, Moving Classrooms
 Effective July 2, 2012 through August 10, 2012 at \$35.70 per hour, not to exceed 10 hours
 Funding Source: General Fund
 Total Cost: \$357.00
 - 1. Burns, Tracey
 - N. Extra Assignment El Marino & La Ballona, Dual Language Program Testing
 Effective March 1, 2014 through June 30, 2014 at \$127.50 per day, not to exceed 20 days
 Funding Source: 50% Educational Services & 50% Pupil Services
 Total Cost: \$2,550.00
 - 1. Pulido, Adan
 - O. Extra Assignment El Marino & La Ballona, Dual Language Program Testing
 Effective July 1, 2014 through August 30, 2014 at \$35.70 per hour, not to exceed 15 hours
 Funding Source: 50% Educational Services & 50% Pupil Services
 Total Cost: \$535.50
 - 1. Pulido, Adan
 - P. Extra Assignment Office of Child Development, Assist During Breaks

 Effective December 26, 2013 through June 30, 2014 at stated hourly rate, not to exceed 50 hours

 Funding Source: Office of Child Development

 Total Cost: \$3,339.00

1.	Aqueveque, Rosa	\$22.86 per hour
2.	Frederick, Georgia	\$21.96 per hour
3.	Langston, Marie	\$21.96 per hour

9.4 <u>Certificated Personnel Services Report No. 11 – Page 4</u>

- I. Authorization and Ratification of Employment Continued
 - Q. Extra Assignment Office of Child Development, Administrative Designee
 Effective December 27, 2013 through June 30, 2014 at \$35.70 per hour, not to exceed 20 hours
 Funding Source: Office of Child Development
 Total Cost: \$714.00
 - 1. Aguila, Guadalupe
 - R. Extra Assignment Office of Child Development, Assist with Pre-School As Needed Effective January 8, 2014 through June 30, 2014 at \$27.80 per hour, not to exceed 50 hours Funding Source: Office of Child Development Total Cost: \$1,390.00
 - 1. Reeves, Patricia
 - S. Extra Assignment Adult School, WASC/Focus & Department Staff Meetings
 Effective September 9, 2013 through June 20, 2014 at \$35.87 per hour, not to exceed 20 hours
 Funding Source: Summer Enrichment Program
 Total Cost: \$717.40
 - 1. Light, Ruth

II. Revision of Previously Approved Personnel Requisitions

1. Regional Occupational Instructor - High School, Fall 2013 Session

Previously approved on Board Report #3; 9/10/13, item S

Effective August 21, 2013 through January 17, 2014 at \$34.79 per hour, not to exceed 650 hours

Funding Source: LACOROP-CTE

Total Cost: \$22,613.50

1. Caldwell, Marilyn

From: 560 hours

To: 650 hours

2. Regional Occupational Instructor - High School, Fall 2013 Session

Previously approved on Board Report #3; 9/10/13, item R

Effective August 21, 2013 through January 17, 2014 at \$34.79 per hour, not to exceed 643 hours

Funding Source: LACOROP-CTE

Total Cost: \$24,234.67

1. Kurnarsky, Larry

From: 600 hours

To: 643 hours

Certificated Personnel Services Report No. 11 - Page 5 9.4

RECOMMENDED MOTION:

That approval be granted for Certificated Personnel Services Report No. 11

Moved by:

Seconded by:

Vote:

9.5 Financial Impact for Classified Personnel Services Report No. 11

Total Funding Fiscal Impact:

CCHS Booster Club Total:

\$400.00

Food Services Total:

\$14.90 per hour, as needed

General Fund Total:

\$79,586.64

Title I Total:

\$11,988.40

Title III Total:

\$216.12

9.5 Classified Personnel Services Report No. 11

I. Authorization, Approval & Ratification of Employment

A. Instructional Assistants

1. Charles, Christian

Instructional Assistant - Special Education IIA

Linwood Howe

6 hours per day, school year

Funding Source: General Fund - Special Ed

Effective January 29, 2014 Range 16 – \$15.49 per hour Total Cost: \$18,402.12

2. Holmes, Megan

Instructional Assistant - Special Education IIA

El Marino

6 hours per day, school year

Funding Source: General Fund - Special Ed

Effective January 29, 2014 Range 16 – \$15.49 per hour Total Cost: \$18,402.12

3. Levingston, Rae' Shonda

Instructional Assistant - Special Education

Middle School

3.9 hours per day, school year

Funding Source: General Fund - Special Ed

Effective January 29, 2014 Range 14 – \$14.90 per hour Total Cost: \$11,505.78

4. Castañeda, Margarita

Instructional Assistant – Bilingual

Middle School - Extra Assignment -

ELD Meeting

Not to exceed 1.5 hours Funding Source: Title I Effective December 16, 2013 Range 16 – \$18.01 per hour

Total Cost: \$27.02

5. Castañeda, Margarita

Instructional Assistant – Bilingual

Middle School - Extra Assignment -

Various Workshops Not to exceed 12 hours Funding Source: Title III

Effective February 11, 2014 through

April 17, 2014

Range 16 - \$18.01 per hour

Total Cost: \$216.12

9.5 Classified Personnel Services Report No. 11 – Page 2

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

B. <u>Maintenance</u>

1. Ibarra, Rudy School Custodian MOT – El Marino

3.9 hours per day, school year Funding Source: General Fund Effective January 21, 2014 Range 16 – \$15.49 per hour Total Cost: \$11,961.38

C. Coaches

1. Kocker, Jon Temporary Assistant Baseball Coach

High School

Funding Source: Booster Club Effective December 1, 2013 through

January 31, 2014 Stipend of \$400.00

D. Noon Duty Supervisors

1. Temporary Noon Duty Supervisors

El Marino – Extra Assignment – Playworks Training

Not to exceed 12 hours

Funding Source: General Fund

Effective January 21, 2014 through January 23, 2014

Total Cost: \$1,472.64

a.	Cayetano, Robin	\$9.44 per hour
b.	Diaz, Frank	\$9.44 per hour
c.	Estioco-Barocio, Christine	\$9.44 per hour
d.	Horton, Nisha	\$9.44 per hour
e.	Khan, Noushin	\$9.44 per hour
f.	Mills, Esly	\$9.44 per hour
g.	Ortiz, Rosibel	\$9.44 per hour
h.	Palomo, Delia	\$9.44 per hour
i.	Ramirez, Maria	\$9.44 per hour
j.	Rodriguez, Carmen	\$9.44 per hour
k.	Rogers, Mike	\$9.44 per hour
1.	Swinford, Jill	\$9.44 per hour
m.	Vasquez, Elvia	\$9.44 per hour

9.5 Classified Personnel Services Report No. 11 - Page 3

- I. Authorization, Approval & Ratification of Employment continued
 - D. <u>Noon Duty Supervisors continued</u>
 - 2. Temporary Noon Duty Supervisors

El Rincon - Extra Assignment - Playworks Training

Not to exceed 12 hours

Funding Source: General Fund

Effective January 21, 2014 through January 23, 2014

Total Cost: \$453.12

a.	Alexander, Sherrille	\$9.44 per hour
b.	Beaudoin, Tiffany	\$9.44 per hour
c.	Matsuzaki, John	\$9.44 per hour
d.	Woods, Mon-Sherri	\$9.44 per hour

3. Temporary Noon Duty Supervisors

Farragut – Extra Assignment – Playworks Training

Not to exceed 12.5 hours

Funding Source: General Fund

Effective December 18, 2013 through January 23, 2014

Total Cost: \$826.00

a.	Andrade, Emma	\$9.44 per hour
b.	Borrego, Tamara	\$9.44 per hour
c.	Chavarria, Miranda	\$9.44 per hour
d.	Espinosa, Maria	\$9.44 per hour
e.	Forgeng, Jessica	\$9.44 per hour
f.	Marshall, Wendy	\$9.44 per hour
g.	Warner, Jim	\$9.44 per hour

4. Temporary Noon Duty Supervisors

Linwood Howe - Extra Assignment - Playworks Training

Not to exceed 12 hours

Funding Source: General Fund

Effective January 21, 2014 through January 23, 2014

Total Cost: \$679.68

a.	Diaz, Lorena	\$9.44 per hour
b.	Goodrich, Jeff	\$9.44 per hour
c.	Gutierrez, Yvonne	\$9.44 per hour
d.	Navarro, Edith	\$9.44 per hour
e.	Palma, Rene	\$9.44 per hour
f.	Reichle, Nicolas	\$9.44 per hour

9.5 Classified Personnel Services Report No. 11 - Page 4

- I. Authorization, Approval & Ratification of Employment continued
 - D. Noon Duty Supervisors continued
 - 5. Temporary Noon Duty Supervisors

La Ballona - Extra Assignment - Playworks Training

Not to exceed 12 hours

Funding Source: General Fund

Effective January 21, 2014 through January 23, 2014

Total Cost: \$1,132.80

a.	Acosta, Hugh	\$9.44 per hour
b.	Escobar, Ofelia	\$9.44 per hour
c.	Eskridge, Adam	\$9.44 per hour
d.	Houck, Cynthia	\$9.44 per hour
e.	Lopez, Lorena	\$9.44 per hour
f.	Moreno, Fabiola	\$9.44 per hour
g.	Perez, Angela	\$9.44 per hour
h.	Prieto, Liset	\$9.44 per hour
i.	Sayeed, Saira	\$9.44 per hour
j.	Sharma, Shaweta	\$9.44 per hour

II. Authorization, Approval & Ratification of Change of Assignments

1. Conroy, LaShon

Promotion via Classified Interviews:

From: Substitute Instructional Assistant/

Substitute Clerk Hourly, as needed

To: Instructional Assistant - Computer Lab

3.9 hours per day, school year

La Ballona

Funding Source: Title I Effective January 21, 2014 Range 16 – \$15.49 per hour Total Cost: \$11,961.38

2. Zerbo, Maria

Promotion via Classified Interviews:

From: Substitute Instructional Assistant/

Hourly, as needed

To: Instructional Assistant - Special Ed

5 hours per day, school year

High School

Funding Source: General Fund - Special Ed

Effective January 27, 2014 Range 14 – \$14.90 per hour Total Cost: \$14,751.00

9.5 Classified Personnel Services Report No. 11 – Page 5

II. Authorization, Approval & Ratification of Change of Assignments - continued

3. Rodriguez, Emeli

Working Out of Classification:

From: Food Service Assistant

3.9 hours per day, school year

To: Senior Food Service Assistant

7.5 hours per day, school year

Food Services – La Ballona Funding Source: Food Service Effective December 2, 2013 Range 10 – \$14.90 per hour

III. Authorization, Approval & Ratification of Change in Job Title

1. From: Secretary to Superintendent

To: Senior Executive Assistant

2. From: Administrative Secretary
To: Executive Assistant

IV. Authorization, Approval & Ratification of Resignations

1. Martinez, Ruth Instructional Assistant - Child Development

Child Development

16.5 hours per week, school year

Personal

Funding Source: Child Development

Effective January 24, 2014 Range 11 – \$15.96 per hour

V. <u>Authorization, Approval & Ratification of Probationary Release</u>

1. Reed Munera, Angela Instructional Assistant - Child Development

Child Development

16.5 hours per week, school year Funding Source: Child Development

Effective January 22, 2014 Range 11 – \$13.75 per hour

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 11

Moved by: Seconded by:

Vote:

9.6 Approval is Recommended for Culver City High School Boys Lacrosse Team Overnight Field Trip

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.

Culver City High School requests permission for the boys lacrosse team to participate in a game and college visits in San Diego, California, March 20-21, 2014. Students will miss two days of school.

The team will provide bus transportation and all expenses will be paid by the lacrosse program through the CCHS Booster Club. Approximately 40 players, both Junior Varsity and Varsity, will be chaperoned by Casey Chabola, head coach, Adam Eskridge, assistant coach, and the Junior Varsity coaching staff.

RECOMMENDED MOTION: That the Board approve the Culver City
High School Lacrosse Team Overnight Field
Trip to San Diego, California, March 20-21,
2014.

Moved by: Seconded by:

Vote:

9.7

9.7 Compensation Report of the Members of the Board of Education

The attached report lists the cost to the District of all expenditures paid out on behalf of each Board Member from October 1, 2013 through December 31, 2013.

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District accept the Compensation Report for the second quarter of Fiscal Year 2013-

2014.

Moved by:

Seconded by:

2013-14 Quarterly Compensation and Expenditure Report of the Members of the Board of Education

October 1, 2013 to December 31, 2013

Board Member	s	Stipend	Statutory Benefits		Health & Welfare		Quarterly Total		
Chardiet, Laura J	\$	734.40	\$	85.71	\$	-	\$	820.11	
Goldberg, Nancy	\$	734.40	\$	85.71	\$	-	\$	820.11	
Levin,Steven	\$	244.80	\$	24.90		<u>.</u>	\$	269.70	
Paspalis, Katherine	\$	734.40	\$	40.20	\$	3,613.13	\$4	4,387.73	
Robins, Susanne	\$	244.80	\$	12.40	\$	1,295.11	\$	1,552.31	
Siever, Patricia	\$	489.60	\$	57.14	\$	21.60	\$	568.34	
Silbiger, Karlo	\$	489.60	\$	57.14	\$	171.66	\$	718.40	
TOTAL	\$	3,672.00	\$	363.20	\$	5,101.50	\$	9,136.70	

Board Member	Coverage
Chardiet, Laura J	
Goldberg, Nancy	
Levin,Steven	
Paspalis, Katherine	Medical, Dental, Vision & Life
Robins, Susanne	Medical, Dental, Vision & Life
Siever, Patricia	Life Insurance
Silbiger, Karlo	Dental

- A <u>Stipend</u> is "compensation" made to elected officials for the public service. they provide
- Statutory Benefits are expenditures paid by the District related to the Stipend.
- <u>Health & Welfare</u> represents expenditures for medical, dental and life insurance.
- Other Expenditures are travel/conference related expenses while on District business.
- At the end of each Fiscal Year, Staff will present the annual board compensation report.

District Cap on Benefits

Medical Insurance	\$8,985.48
Dental Insurance	\$2,012.50
Vision Insurance	\$ 199.40
Life Insurance	\$ 108.00

10.1 American Citizenship Awards

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

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

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

10.2 PTA Reflections Program Winners

The PTA Reflections Program encourages students to explore the arts and express themselves by giving positive recognition for their artistic efforts. Through the Reflections Awards Program, students in Pre-K through grade 12 create themebased artwork in dance choreography, film production, literature, musical composition, photography or visual arts.

PTA representatives will present the winners of this year's PTA Reflections Program competition.

BOARD REPORT

1/28/14 10.3

10.3 Spotlight on Education - La Ballona School

Dr. Rebecca Lynch, Principal, will share some of the instructional practices that are showing significant results in achieving and exceeding the goals in the Single Plan for Student Achievement for Farragut School.

Farragut Elementary Spotlight

Success for ALL takes US ALL

What do we want students to learn?

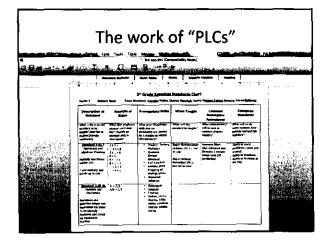
- "Students"
 - Common Core State Standards
 - Technology Focus
 - Arts Focus
- · "Adult Students"
 - Focused Professional Development on Professional Learning Communities
 - Focus on Culture using the Fish Philosophy
 - Focused Professional Development on the Common Core State Standards

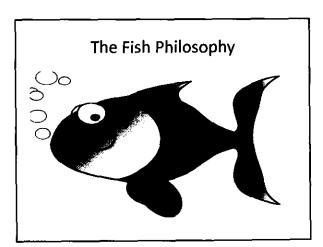
Farragut School Improvement Goals

- 100% of PLCs will set and 90% of PLCs will meet SMART goals in ELA and Math by May of 2013.
- Farragut will develop a three-tier pyramid of interventions in the area of ELA and Math by May
 2014
- 100% of teachers will become proficient in the Common Core State Standards by June 2014.
- All students in grades kindergarten through fifth will continue to have access to and gain knowledge from the arts.
- All students in grades kindergarten through fifth will have access to and gain knowledge from technology.

PLC=The KEY to Success for ALL takes US ALL





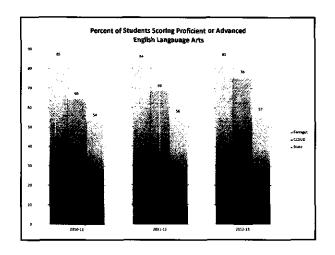


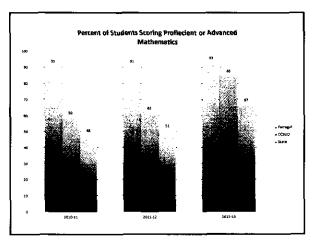
How will we know if and when they have learned it?

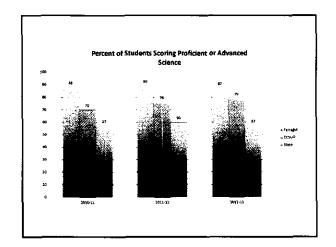
- Data, Data, Data
 - Summative Data
 - CST Data
 - Formative Data
 - · Common Unit Assessments after each unit
 - Observation
 - Moving into Running Records

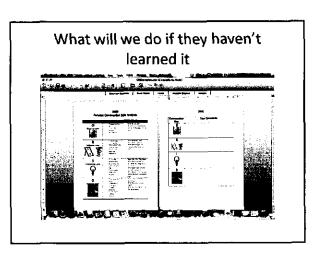
Through observation, you get a product like this...

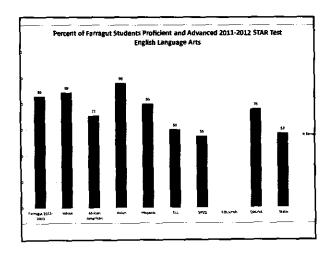
• Introducing, our handbell Choir

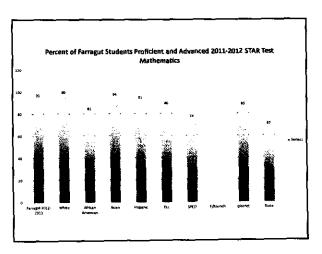


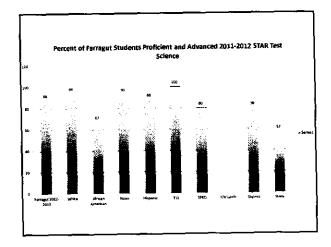












What will we do if they have learned it?

- Extension opportunities
- Publishing opportunities
- · Meeting the students at their level
 - Training in Guided Reading

Geography Lesson

- 5th Grade
 - High level DOK
 - Use of Technology
 - Publishing to share
 - Highly motivating

BOARD REPORT

12.1 Board Discussion with Bond Counsel

District Bond Counsel, David Casnocha, will present an overview to the Board of the next steps to take in order to prepare for a June 2014 Prop 39 General Obligation Bond, including the drafting of the Board Resolution calling for the Bond Measure to take place.

14.1a <u>Approval of Amended Employment Contract Between CCUSD and David LaRose as District Superintendent</u>

The revisions to the Agreement effective date; and paragraphs A and B of the Compensation and Benefits section of the Employment Contract for David LaRose are submitted for formal approval by the Board.

RECOMMENDED MOTION:

That the Board approve the amendments to

the Agreement effective date; and

paragraphs A and B of the Compensation and Benefits section of the employment

contract for David LaRose as

Superintendent for the Culver City Unified

School District as presented.

Moved by:

Seconded by:

Vote:

CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT

BETWEEN

CULVER CITY UNIFIED SCHOOL DISTRICT

AND

DAVID Larose

THIS CONTRACT FOR EMPLOYMENT ("AGREEMENT" or "CONTRACT") is hereby made and entered into effective this *January 14, 2014* by and between the Governing Board of the Culver City Unified School District ("Board" or "District") and David LaRose ("Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

I. TERM

A. The District hereby employs the Superintendent and the Superintendent hereby accepts employment with the District for an initial term commencing July 1, 2013, and terminating June 30, 2016, unless sooner terminated as herein provided.

II. <u>DUTIES</u>

- A. The Superintendent shall perform all of his powers and duties in accordance with applicable laws, rules and regulations, including but not limited to the provisions of Education Code Section 35035, the policies adopted by the Board, and the position description for the Superintendent. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Acts that require ratification by the Board shall be referred to the Board at the earliest reasonable opportunity.
- B. The Superintendent's duties and functions shall include the following:
 - 1. Serving as the Chief Executive Officer of the District as described by District Policy. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff including instruction, personnel, business and operational affairs, which in his judgment best serve the District. The responsibility for selection, placement and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel shall be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation.

- 2. Working with the Board, District personnel, parents and the public, to develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes.
- 3. Representing the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.
- 4. Providing leadership, guidelines and directions to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
- 5. Reporting information regularly to the Board regarding student learning and an analysis of student learning and an analysis of student achievement and test scores.
- 6. Reviewing all policies adopted by the Board and making appropriate recommendations to the Board for addition, deletion or modification.
- 7. Evaluating employees directly accountable to the Superintendent and overseeing the evaluation of other employees as defined by California law and Board policy.
- 8. Providing leadership and direction in planning and financing school facilities to meet growth needs.
- 9. Advising the Board and making recommendations regarding possible sources of funds, which may be available to implement present or contemplated District programs.
- 10. Endeavoring to maintain and improve his professional competency by all available means, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.
- 11. Establishing and maintaining an effective community relations program including effective relationships with the media.
- 12. Communicating openly, systematically and in a timely manner to the Board, staff and the community, and promptly informing the Board of critical issues or incidents.
- 13. Providing educational leadership to ensure quality teaching and learning.
- 14. Performing other duties and functions as assigned or required by the Board.

III. COMPENSATION & BENEFITS

- A. As of July 1, 2013, the Superintendent's annual salary shall be \$198,645 which is reflective of a 2.5% increase effective August 1, 2013.
- B. The Superintendent's annual salary shall be paid in twelve (12) equal monthly installments.
- C. The Board and Superintendent will negotiate the terms of this contract annually and when mutually agreed upon after the District has concluded bargaining with other CCUSD employee groups.
- D. Except as herein provided, any adjustment in salary during the term of this contract shall be only in the form of an amendment and only as mutually agreed to by and between the parties, and shall not operate as a termination of this contract. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.
- E. The Superintendent shall be provided group medical, dental and life insurance coverage on the same terms as are generally provided to other certificated management personnel of the District, in accordance with Board Policy 4354.
- F. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this contract or a portion thereof; provided, however, that the Superintendent shall be entitled to 1.833 vacation days per month with pay, exclusive of holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve (12) month certificated management employees of the District.

Vacation days shall accrue as they are earned. Earned and unused vacation shall be carried over from year to year; provided, however, that in no event shall the Superintendent be entitled to accrue any vacation days in excess of his current accrued total (as of the initial date of execution of this Agreement) plus ten (10) days. Upon separation from the District, the Superintendent shall be compensated for any earned and unused vacation at his then-current per diem rate.

- G. The Superintendent shall be provided with one (1) day per month sick leave of absence, credited in advance for his current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.
- H. Except as herein specified, the Superintendent shall be entitled to other leaves of absence granted by the Board to twelve (12) month certificated management employees of the District, in accordance with AR 4361.2(a).
- I. The District encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent's

membership dues in ACSA (Association of California School Administrators), AASA (Association of American School Administrators), one community service organization, and other relevant local, state, or national organizations as approved by the Board.

- J. The Superintendent shall receive the amount of \$250.00 per month as authorized by Board Policy to cover business expenses incurred in the performance of his duties on behalf of the District.
- K. Superintendent may attend appropriate professional meetings at the local, county, state and national level, subject to obtaining prior Board approval for attendance at out-of-state meetings, and all actual and necessary expenses of attendance shall be paid by the District.
- L. The Superintendent may engage in outside paid or unpaid professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Superintendent's duties. Outside activities, which require the Superintendent to be absent from normal duties, shall be subject to prior Board approval.

IV. <u>EVAL</u>UATION

A. The Board shall at least annually evaluate in writing the performance of the Superintendent and the working relationship between the Superintendent and the Board. This evaluation shall be based upon, but not limited to, the Superintendent's performance of the duties and responsibilities contained in the Superintendent's job description and written goals and objectives for the Superintendent as established by the Board in consultation with the Superintendent. The format of the written evaluation shall be devised by the Board, with input from the Superintendent. The timelines for the evaluation process (including any informal mid-year evaluation meetings) shall be established by the Board, with input from the Superintendent, following execution of this Agreement and thereafter at the beginning of each school year. Board policies and any related regulations concerning the evaluation of management employees shall not apply to the Superintendent.

V. <u>TERMINATION/CONVICTION</u>

- A. The District and Superintendent may, by mutual agreement expressed in writing, terminate this Contract at any time.
- B. The Board unilaterally and without cause may terminate this Agreement and the Superintendent's employment. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Superintendent's then current salary for the remainder of the Agreement, twelve (12) months, or until the Superintendent's STRS retirement is effective, whichever occurs first, consistent with Government Code Sections 53260 and 53261. Upon termination of this Agreement pursuant to this section, the Superintendent shall continue to receive the medical and dental benefits to which he was previously entitled for the

same period of time he continues to receive District-paid salary, or until the Superintendent's District retirement medical and dental benefits become effective, or until the Superintendent finds other employment, whichever occurs first in accordance with Government Code Section 53261.

- C. This Agreement and the services of the Superintendent may be terminated by the Board at any time for a material and substantial breach of this Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Superintendent. In lieu of any other hearing, the Superintendent shall then be entitled to a conference with the Board within ten (10) work days at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right, at his own expense, to have an attorney/representative of his choice at the conference with the Board.
- D. Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement, and/or not to re-employ the Superintendent upon expiration of this Agreement pursuant to Education Code Section 35031. In such event, the Board shall provide the Superintendent with ninety (90) days written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Agreement. In the event this Agreement is extended for one additional year, any salary increase provided, if any, for that year shall not exceed the limit established by Government Code §§ 3511.1 and 3511.2.
- E. The Superintendent may elect to terminate this Agreement with ninety (90) days notice during the term of the Agreement. Said notice shall be delivered in writing to each member of the Governing Board.
- F. Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243 et seq. (effective January 1, 2012), in the event the Superintendent is convicted of a crime constituting "abuse of office," the Superintendent shall reimburse the District to the fullest extent mandated by Government Code Section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code Section 53243 et seq.

VI. <u>MEDICAL EXAMINATION</u>

A. The Superintendent does hereby agree, if so required by the Board, to have a comprehensive medial examination by a doctor of medicine of the Superintendent's choice not less than once every two years and not more often than once each year. Following such examination, a statement signed by the physician certifying to the physical competency of the Superintendent shall be filed with the Board President. Such statement shall be treated as confidential

information by the Board. The cost of said medical examination and statement shall be borne by the District to the extent not covered by District medical insurance. Nothing herein shall be deemed to waive the physician/patient privilege, which the Superintendent shall have with any physician with whom the Superintendent consults for the purposes of this paragraph and Agreement.

VII. GOVERNING LAW

A. This contract is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the rules and regulations of the Governing Board of the Culver City Unified School District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this contract as though fully set forth herein.

VIII. <u>SAVINGS CLAUSE</u>

A. If any provisions of this contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

IX. <u>COMPLETE</u> AGREEMENT

A. This Agreement is the full and complete agreement between the parties hereto. Any amendment, modifications or variations from the terms of this contract shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Board and the Superintendent.

IN WITNESS WHEREOF, the parties have entered into this Contract on the date hereinafter set forth.

BOARD OF EDUCATION OF CULVER CITY UNIFIED SCHOOL DISTRICT

By:	By:
Dated:	Dated:
By:	By:
Dated:	Dated:
By:	
Dated:	

ACCEPTANCE

I hereby accept this Contract of Employment a	and agree to comply fully with each and every	
condition thereof, and to fulfill faithfully all of	the duties of employment as Superintendent of	
Culver City Unified School District		
Dated:	By:	
	David LaRose	

14.1b <u>Approval is Recommended for the California School Boards Association</u> (CSBA) Audit Service Agreement

Culver City Unified School District requests approval for the CSBA to complete an audit of the CCUSD Board Policies and Administrative Regulations currently in place. The CSBA will provide CCUSD will a report on the status of the District's policy manual.

RECOMMENDED MOTION:	That the Board approve the California School Boards Association (CSBA) Audit Service Agreement.
Moved by:	Seconded by:
Vote:	

CALIFORNIA SCHOOL BOARDS ASSOCIATION

Policy Services

AUDIT SERVICE AGREEMENT

I. CSBA RESPONSIBILITIES

CSBA agrees to conduct a selective audit of district policies and regulations for the CULVER CITY UNIFIED SCHOOL DISTRICT. The following audit services will be provided as part of the Audit Services Agreement:

- A. Review of selected district policies, administrative regulations, bylaws and exhibit. CSBA will review those policies, regulations and bylaws that are mandated for Board adoption by state law and will determine whether those issues are instead covered in the district's collective bargaining agreements CSBA will also review certain policies, regulations and bylaws identified by CSBA that contain recent legal requirements. CSBA will review approximately 150 policies, regulations and bylaws.
- B. Provide the district with a written report that:
 - Identifies the policies, regulations and bylaws that state or federal law mandates that districts adopt but are not included in the district's policy manual or collective bargaining agreements.
 - 2. Identifies selected policies, regulations or bylaws that have been revised by CSBA due to amendments to state or federal law but are not included in the district's policy manual.
 - 3. Identifies the policies that are mandated by law and are included in the district's policy manual or collective bargaining agreements but do not reflect the latest version of the policy, regulation, or bylaw issued by CSBA.
 - 4. Identifies selected policies, regulations or bylaws that have been revised due to amendments to state or federal law that are included in the district's policy manual but do not reflect the latest version of the policy, regulation, or bylaw issued by CSBA.

CALIFORNIA SCHOOL BOARDS ASSOCIATION AUDIT SERVICE AGREEMENT PAGE TWO

The audit is not a legal review. CSBA will not review the district's entire policy manual. The scope of the audit report is limited to those policies selected for review by CSBA, approximately 150 policies, as indicators of the status of a district's policy manual. The audit does not include identification of all state and federal laws which are covered in the district's policy manual or all of the district's policies which are based on repealed or amended laws. CSBA is not promising to find all errors and omissions.¹

II. DISTRICT RESPONSIBILITIES

The district agrees to provide CSBA with a complete and current copy of its policy manual and certificated and classified employee bargaining agreements. The district agrees to make available a staff member to be interviewed by a CSBA consultant in order to complete the pre-audit questionnaire. To be eligible for this program, the district must be a member in good standing of CSBA.

III. TIME SCHEDULE

Every effort will be made by both parties to stay within the following timelines:

A. Beginning date of Audit Service Completion of the pre-audit

questionnaire and receipt of an electronic or paper copy of the district's policy manual and collective bargaining agreement emailed or mailed to CSBA.

B. Delivery to the district of the written report

Within 60 days of completion of pre-audit questionnaire and receipt of the district's policy manual and collective bargaining agreements

¹ Cases and laws on which the policies and regulations are based are constantly changing and are frequently subject to more than one interpretation. Technical points of law and similar matters may receive only partial reference or may be omitted altogether for the sake of administrative convenience or for other reasons not appearing on the face of the CSBA policies and regulations. Since subtle variations in facts and underlying circumstances from case to case can produce divergent results under the law, the district is cautioned to seek the advice of its legal counsel when confronted with particular situations as this service is not intended to be a substitute for legal advice.

CALIFORNIA SCHOOL BOARDS ASSOCIATION AUDIT SERVICE AGREEMENT PAGE THREE

IV. COST

The CSBA charge is \$750 for this Audit Service Agreement. If the district's policy manual does not use CSBA's policy coding and index system, additional charges may apply at a rate of \$75.00/hour. Signature of a district official on this agreement signifies district's authorization to CSBA to carry out this agreement. This charge is based on time involved for CSBA staff and consultants to fulfill CSBA's responsibilities outlined above.

Any <u>additional</u> on-site consultant services performed by CSBA will be charged separately at the rate of \$75 per hour. In addition, district agrees to pay travel expenses.

The basic cost is payable on execution of this agreement. This estimate is valid for 30 days from the date of the CSBA official's signature, and is subject to change thereafter.

SIGNATURES FOR:	
California School Boards Association	School District Office
Name of Official MARTIN GONZALEZ	Name of Official
Assistant Executive Director Title of Official	Title of Official
Date	Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Board Policy Services, 3251 Beacon Boulevard, West Sacramento, California 95691.

BOARD REPORT

14.1c 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 25, 2014. Accordingly, the Board of Education must take action to waive its rules in order to cancel its regularly scheduled public Board meeting on March 25, 2014.

RECOMMENDED MOTION:

Vote:

That the Board of Education waive Bylaws of the Board 9320, Meetings and Schedule of Proposed Meeting Dates, for the purpose of cancelling the regularly scheduled meeting of March 25, 2014.

Moved by:	Seconded by:

BOARD REPORT

1/28/14 14.2a

14.2a Second Reading and Approval of Revised Administrative Regulation/Board Policy 5116.1, Students - Intradistrict Open Enrollment

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

The revised Board Policy gives siblings of La Ballona alumni similar "sibling preference" (at La Ballona Elementary School) afforded to siblings of El Marino alumni (at El Marino Language School).

The revised Administrative Regulation puts in board policy what has been district practice: once a child attends the intradistrict school, a student will not be granted an additional intradistrict permit to change CCUSD school location. However, a Culver City resident who moves may transfer to the new school of residence when space becomes available.

A revised Administrative Regulation/Board Policy on Students, Intradistrict Open Enrollment is being presented for approval.

RECOMMENDED MOTION:

RECOMMENDED MOTION:	That the Board approve the Second Reading of Revised Administrative Regulation/Board Policy 5116.1, Students – Intradistrict Open Enrollment.
Moved by:	Seconded by:
Vote:	

Students AR 5116.1(a)

INTRADISTRICT OPEN ENROLLMENT

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 10 school days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In determining whether a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident on a case-by-case basis and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parents/guardians in making the offer. If the parents/guardians elect to transfer their child, the transfer shall be completed as soon as practicable.

Transfer from a "Persistently Dangerous" School

Within 10 school days after receiving notification from the California Department of Education (CDE) that a school has been designated as "persistently dangerous," the Superintendent or designee shall notify parents/guardians of the school's designation. Within 20 school days after learning of the school's designation, the Superintendent or designee shall notify parents/guardians of their option to transfer their child(ren) from such school.

(cf. 0450 - Comprehensive Safety Plan)

Parents/guardians who desire to transfer their child(ren) out of a "persistently dangerous" school shall provide written notification to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed 10 school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parents'/guardians' preference if the assignment is not feasible due to space constraints or other considerations. For parents/guardians who accept an offer of an Intradistrict transfer to another CCUSD school, the transfer shall generally be made within 30 school days of the District receiving the notice of the school's designation by the CDE.

If parents/guardians decline the assigned school, the student may remain in his/her current school.

Students AR 5116.1(b)

INTRADISTRICT OPEN ENROLLMENT (Continued)

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an interdistrict transfer program in the event that space is not available in a district school.

(cf. 5117 - Interdistrict Agreements)

Open Enrollment Selection Procedures

Definition: Preferred school means one or more of the schools parent/guardian requested on the Intradistrict Transfer Application. Parents may rank-order their preferences 1 to 5 6 from among all District schools. Students interested in a District Dual Language Program must apply directly to El Marino Language School and/or La Ballona Elementary.

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intradistrict open enrollment.

To implement intradistrict open enrollment pursuant to Education Code 35160.5:

- 1. The Superintendent or designee shall identify those schools of residence which may have space available for additional students. A list of these schools of residence and open enrollment applications shall be available at all school offices, the District Office, and on the District's website.
- 2. Parents/guardians of students who submit applications to the district between February 15 and March 15, 2014 and, beginning with applications for the 2015-2016 school year, between February 10 and February 25, shall be eligible for admission to the lottery of their preferred school(s) the following school year under the district's open enrollment policy.
- 3. If applications exceed available space, enrollment in a preferred school shall be determined by lot from the eligible applicant pool, and a waiting list shall be established to indicate the order in which applicants may be accepted as more openings occur. Late applicants shall not be added to the waiting list for the current year.
- 4. On or before July 31, the Superintendent or designee shall provide written notification to applicants by mail or e-mail as to whether their applications have been approved, denied or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
- 5. Approved applicants must confirm their enrollment acceptance of the offer within 10 working days or the offer will be null and void.

Students AR 5116.1(c)

INTRADISTRICT OPEN ENROLLMENT (Continued)

a. Once the intradistrict permit is granted and the child accepts the placement offer, the child will be removed from all other CCUSD waiting lists.

- b. A student accepting placement in a Dual Language Program at El Marino Language School or at La Ballona Elementary makes a multi-year commitment to that program at the requested school through Grade 5.
- c. Once the child attends the intradistrict school, a student will not be granted an additional intradistrict permit to change CCUSD school location. The intradistrict school becomes the home school. However, if a student on an intradistrict transfer moves to a new school of residence and wishes to attend that school, the student may transfer if/when space becomes available.

Once enrolled <u>and in attendance</u>, a student shall not be required to reapply for admission. However, the student may be subject to displacement due to excessive enrollment.

Any complaints regarding the open enrollment process shall be submitted in accordance with the applicable complaint procedure.

(cf. 1312.3 – Uniform Complaint Procedures)

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code 48980)

1. All options for meeting residency requirements for school attendance.

(cf. 5111.1 - District Residency) (cf. 5111.13 - Residency for Homeless Children) (cf. 5118 - Open Enrollment Act Transfers)

- 2. Program options offered within local attendance areas.
- 3. A description of any special program options available on both an interdistrict and intradistrict basis.
- 4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied.

Students AR 5116.1(d)

INTRADISTRICT OPEN ENROLLMENT (Continued)

- 5. A district application form for requesting a change of attendance.
- 6. The explanation of attendance options under California law as provided by the California Department of Education.

(cf. 5145.6 – Parental Notifications)

Policy Adopted: January 20, 1998

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

Policy Revised: September 11, 2007

Policy Revised: April 27, 2010 Policy Reviewed: January 24, 2012

Revised Regulation Adopted: February 14, 2012

Revised Regulation Reviewed:

January 14, 2014 and January 28, 2014

Students BP 5116.1(a)

INTRADISTRICT OPEN ENROLLMENT

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy and administrative regulation.

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(cf. 5117 - Interdistrict Attendance)
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The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)

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(cf. 5111.1 - District Residency)
(cf. 5111.13 - Residency for Homeless Children)
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The Board shall annually review enrollment options available to students within the District. (Education Code 35160.5, 48980)

Enrollment Priorities

Priority for attendance outside a student's attendance area shall be given as follows:

- 1. Any resident student enrolled in a District school that has been identified on the State of California's Open Enrollment List. (EC 48354) (cf. 5118 Open Enrollment Act Transfers)
- 2. If a district school receiving Title I funds is identified for program improvement, corrective action or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school. (20 USC 6316)

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(cf. 0420.4 - Charter Schools)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 6171 - Title I Programs)
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- 3. If while on school grounds a student becomes the victim of a violent criminal offense, he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912)
- 4. If a student attends a school designated by the California Department of Education as "persistently dangerous," he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912; 5 CCR 11992)

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(cf. 0450 - Comprehensive Safety Plan)
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Students BP 5116.1(b)

INTRADISTRICT OPEN ENROLLMENT (Continued)

5. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.

To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)

- a. A written statement from a representative of an appropriate state or local agency, including, but not limited to, a law enforcement official, social worker, or a properly licensed or registered professional, including, but not limited to, a psychiatrist, psychologist or marriage and family therapist.
- b. A court order, including a temporary restraining order and injunction.
- 6. Priority may be given to siblings of students already in attendance in that school **who** would be concurrently enrolled the following school year.
- 7. Priority shall be given to any student whose parent/guardian is assigned to that school or an adjacent district facility as his/her primary place of employment.

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf. 5116 - School Attendance Boundaries)

- 8. Applicants to El Marino Language School, a School of Choice, shall be selected for each lottery in the following order:
 - a. Sibling applicants of students who reside within District boundaries and will be concurrently enrolled at El Marino.
 - b. Sibling applicants of El Marino alumni who reside within District boundaries and will be concurrently enrolled in a CCUSD school.
 - c. Japanese- or Spanish-speaking applicants who reside within District boundaries.
 - d. English-speaking applicants who reside within District boundaries.
 - e. Japanese- or Spanish-speaking applicants, with an approved Interdistrict Transfer Permit, who reside outside of District boundaries.
 - f. English-speaking applicants, with an approved Interdistrict Transfer Permit, who reside outside of District boundaries.

Spaces available will be allocated as follows: 30-50% of spaces available shall be reserved for applicants who pass the Japanese or Spanish proficiency exam; 50-70% of spaces available shall

Students BP 5116.1(c)

INTRADISTRICT OPEN ENROLLMENT (Continued)

be reserved for English-only applicants and/or applicants who do not pass the Japanese or Spanish proficiency exam.

- 9. Applicants to the Spanish Dual Language Program at La Ballona Elementary School, a School of Residence, shall be selected for each lottery in the following order:
 - a. Applicants who reside within La Ballona's attendance boundaries.
 - b. Sibling applicants of students who reside within District boundaries and will be concurrently enrolled at La Ballona.
 - c. <u>Sibling applicants of La Ballona alumni who reside within La Ballona's attendance boundaries and will be concurrently enrolled in a CCUSD school.</u>
 - d. Sibling applicants of La Ballona alumni who reside within District boundaries and will be concurrently enrolled in a CCUSD school.
 - e. Spanish-speaking applicants who reside within District boundaries.
 - f. English-speaking applicants who reside within District boundaries.
 - g. Spanish-speaking applicants, with an approved Interdistrict Transfer Permit, who reside outside of District boundaries.
 - h. English-speaking applicants, with an approved Interdistrict Transfer Permit, who reside outside of District boundaries.

Spaces available will be allocated as follows: 50% of spaces available shall be reserved for applicants who pass the Spanish proficiency exam; 50% of spaces available shall be reserved for English-only applicants and/or applicants who do not pass the Spanish proficiency exam.

Application and Selection Process

In order to ensure that priorities for enrollment in District schools are implemented in accordance with law, applications for intradistrict open enrollment shall be submitted between February 15 and March 15 of the school year preceding the school year for which the transfer is requested.

The governing board <u>Superintendent or designee</u> shall calculate each school's capacity in a nonarbitrary manner using student enrollment; the capacity of a program, class, grade level, and/or school building; the caseload of a resource specialist and/or speech/language therapist; and available space. (Education Code 35160.5)

Except for priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the

Students BP 5116.1(d)

INTRADISTRICT OPEN ENROLLMENT (Continued)

criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. <u>Performance on Japanese or Spanish Proficiency Exam will be used to determine eligibility for the Japanese or Spanish Dual Language Program.</u> (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

Transportation

Except as required by 20 USC 6316, for transfers out of Title I program improvement schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

(cf. 3250 - Transportation Fees)

(cf. 3540 - Transportation)

Legal Reference:

EDUCATION CODE

200 Prohibition Against Discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6316 Transfers from program improvement schools

7912 Transfers from persistently dangerous schools

CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 Dissemination of information

200.37 Notice of program improvement status, option to transfer

200.39 Program improvement, transfer option

200.42 Corrective action, transfer option

200.43 Restructuring, transfer option

200.44 Public school choice, program improvement schools

200.48 Transportation funding for public school choice

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal. App. 4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Students BP 5116.1(e)

INTRADISTRICT OPEN ENROLLMENT (Continued)

Management Resources:
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Public School Choice, January 2009
Unsafe School Choice Option, May 2004

WEB SITES

CSBA: http://www.csba.org

California Department of Education, Unsafe School Choice Option:

http://www.cde.ca.gov/ls/ss/se/usco.asp

U.S. Department of Education, No Child Left Behind: http://www.nclb.gov

Policy Adopted: January 20, 1998 CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

Policy Revised: September 11, 2007 Policy Revised: April 27, 2010

Policy Reviewed: January 24, 2012

Revised Policy Adopted: February 14, 2012

Revised Policy Reviewed:

January 14 and January 28, 2014

14.2b Second Reading and Approval of New Administrative Regulation/Board Policy 5157, Students – Transgender Students, Privacy and Facilities

It is recommended practice that the Board of Education regularly review Administrative Regulations/Board Policies that are significant to the operation of the district. A new Administrative Regulation/Board Policy on Students, Transgender Students, Privacy and Facilities is being presented for a first reading.

Assembly Bill 1266 (Ammiano): Pupil Rights: Sex-Segregated School Programs and Activities became effective January 1, 2014. This bill clarifies existing state and federal laws and amends Section 221.5 of the Education Code, relating to pupil rights.

--A pupil shall be permitted to participate in sex-segregated school programs and activities, including athletic teams and competitions, and use facilities consistent with his or her gender identity, irrespective of gender listed on the pupil's records." Education Code 221.5(f)

The new Administrative Regulation/Board Policy advises District staff regarding issues relating to transgender and gender non-conforming students in order to create and maintain a safe learning environment for all students.

RECOMMENDED MOTION:	and Approval of New Administrative Regulation/Board Policy 5157, Students – Transgender Students, Privacy and Facilities.
Moved by:	Seconded by:
Vote:	

Students AR 5157(a)

TRANSGENDER STUDENTS, PRIVACY AND FACILITIES

Gender Based Discrimination

The purpose of this Administrative Regulation is to advise District staff regarding issues relating to transgender and gender non-conforming students in order to create and maintain a safe learning environment for all students and to ensure that every student has equal access to the District's educational programs and activities. The guidelines provided in this policy do not anticipate every situation that might occur with respect to transgender or gender non-conforming students, and the needs of each transgender or gender non-conforming student must be assessed on a case-by-case basis.

The Culver City Unified School District is committed to providing a safe learning environment for all students, including transgender and gender non-conforming students, and to ensuring that every student has equal access to the District's educational programs and activities. Additionally, District policy requires that all schools and all personnel promote mutual respect, tolerance, and acceptance among students and staff.

Education Code Section 220 and District policy require that all programs, activities, and employment practices should be conducted without discrimination based on actual or perceived sex, sexual orientation, or gender identity and expression. Education Code Section 220 further provides that public schools have an affirmative obligation to combat sexism and other forms of bias, and a responsibility to provide equal educational opportunity to all pupils.

This policy provides approaches to specific situations and/or circumstances when the protections and/or the safety of transgender and gender non-conforming students may arise and provides actions necessary to ensure the safe and respectful treatment of all students.

I. <u>INSTRUCTIONS</u>

- A. <u>Definitions</u> The following definitions are not meant to label a student, but are intended as functional descriptors:
 - 1. <u>Gender</u>: A person's actual or perceived sex and includes a person's gender identity and gender related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth. [5 California Code of Regulations Section 4910(k)]
 - 2. <u>Gender Expression</u>: A person's characteristics and behaviors such as appearance, dress, mannerisms, speech patterns, and social interactions that are perceived as masculine or feminine.
 - 3. <u>Gender Fluid</u>: Persons who do not identify as, or who do not express themselves as, solely male or female.

Students AR 5157(b)

TRANSGENDER STUDENTS, PRIVACY AND FACILITIES (continued)

4. <u>Gender Identity</u>: One's understanding, interests, outlook, and feelings about whether one is female or male, or both, or neither, regardless of one's biological sex.

- 5. <u>Gender Non-Conforming</u>: Persons that have a gender expression or gender identity that varies from stereotypical expectations and norms. An example may be the boy who wears clothing that some might perceive as feminine, or vice versa.
- 6. <u>LGBTQ</u>: An umbrella term that stands for "lesbian, gay, bisexual, transgender, and questioning." The category "questioning" is included to incorporate those that are not yet certain of their sexual orientation and/or gender identity.
- 7. Sex: The biological condition or quality of being a female or male human being.
- 8. <u>Sexual Orientation</u>: A person's emotional and sexual attraction to another person based on the gender of the other person. Common terms used to describe sexual orientation include, but are not limited to, heterosexual, lesbian, gay, and bisexual. Sexual orientation and gender identity are different. Transgender persons may identify as gay, lesbian, or bisexual.
- 9. <u>Sexualized Bullying</u>: Unwanted or demeaning conduct or comments directed at or about an individual on the basis of actual or perceived gender, gender identity and expression, sex, sexual behavior, sexual orientation, or other related personal characteristics with the intention to humiliate. Anti-gay and sexist epithets are common forms of sexualized bullying.
- 10. <u>Transgender</u>: Students whose gender identity is different from their sex assigned at birth, and whose gender expression is different from the way males or females are expected to look or behave.

II. GUIDELINES

A. <u>Issues of Privacy</u>

- 1. All persons, including students, have a right to privacy; this includes keeping a student's actual or perceived sexual orientation, gender identity, and gender expression private.
- 2. School personnel should not disclose a student's actual or perceived sexual orientation, gender identity, or gender expression to others, including, but limited to, other students, parents, and/or other school personnel, unless there is a specific "need to know."

Students AR 5157(c)

TRANSGENDER STUDENTS, PRIVACY AND FACILITIES (continued)

3. School personnel must be mindful of the confidentiality and privacy rights of students when contacting parents/legal guardians so as to not reveal, imply, or refer to a student's actual or perceived sexual orientation, gender identity, or gender expression.

- 4. To ensure confidentiality, whenever discussing a particular issue such as conduct, discipline, grades, attendance, health, or any other school related matter, school personnel should focus on the conduct or particular issue, and not on any assumptions regarding the student's actual or perceived sexual orientation, gender identity, or gender expression.
- 5. All students, including transgender and gender non-conforming students, have the right to openly discuss and express their sexual orientation, gender identity, and gender expression and to decide when, how much, and with whom to share private information.

B. Official Records

- 1. The District is required to maintain a mandatory permanent pupil record which includes the legal name of the pupil and the pupil's gender.
- 2. The District will change a student's official records to reflect a change in legal name or gender upon receipt of documentation that such legal name or gender has been changed pursuant to a court order.

C. Names/Pronouns

- 1. A student is to be addressed by a name and pronoun that corresponds to the gender identity that the student asserts at school.
- 2. Students may request to be addressed by their "preferred name" (and preferred pronoun) that corresponds to their gender identity without obtaining a court order or without changing their official records.
- 3. The parents/legal guardians with legal custody of a child may also request that their child be addressed by the student's "preferred name" (and preferred pronoun) that corresponds to the student's gender identity without obtaining a court order or without changing the student's official records.
- 4. The requested name shall be included in the Student Information System in addition to the student's legal name, in order to inform teachers of the name and pronoun to use when addressing the student.

Students AR 5157(d)

TRANSGENDER STUDENTS, PRIVACY AND FACILITIES (continued)

5. It is strongly suggested that school personnel privately ask transgender and gender non-conforming students how they want to be addressed in communications to the home or at conferences with the student's parents/legal guardians.

- 6. For initial communications with a student's parents/legal guardians, school personnel should use the student's legal name.
- 7. While inadvertent slips or honest mistakes in the use of the "preferred" names or pronouns may occur, the intentional and persistent refusal to respect a student's gender identity is discriminatory and is not to occur.

D. Restroom Accessibility

- 1. Schools may maintain separate restroom facilities for male and female students. However, students shall have access to the restroom that corresponds to their gender identity asserted at school.
- 2. Where available, a "gender neutral" restroom may be used by any student who desires increased privacy, regardless of the underlying reason. The use of such a "gender neutral" restroom shall be a matter of choice for a student and no student shall be compelled to use such restroom.
- 3. If the student feels that there is a reason or desire for increased privacy and safety, regardless of the underlying purpose or cause, the administrator is to provide the student with access to a reasonable alternative restroom such as a single stall "gender neutral" restroom or the health office restroom.
- 4. As a proactive action, administrators should take steps to identify "gender neutral" restrooms on their campus.

E. Locker Room Accessibility

- 1. Schools may maintain separate locker room facilities for male and female students. However, students shall have access to the locker room facility that corresponds to their gender identity asserted at school.
- 2. Schools may provide a student access to a locker room facility that corresponds to the gender identity that the student asserts at school considering the available accommodation and the needs and privacy concerns of all students involved.
- 3. If there is a reason or request for increased privacy and safety, regardless of the underlying reason, any student may be provided access to a reasonable alternative

Students AR 5157(e)

TRANSGENDER STUDENTS, PRIVACY AND FACILITIES (continued)

locker room such as:

a. Use of a private area in the public area of the locker room facility (i.e., a nearby restroom stall with a door, an area separated by a curtain, or a P.E. instructor's office in the locker room).

- b. A separate changing schedule (either utilizing the locker room before or after the other students).
- c. Use of a nearby private area (i.e., a nearby restroom or a health office restroom).
- d. Any alternative arrangement should be provided in a way that keeps the student's gender identity confidential.

F. Sports and Physical Education Classes

Transgender and gender non-conforming students are to be provided the same opportunities to participate in physical education as are all other students. Participation in competitive athletic activities and contact sports are to be addressed on a case-by-case basis, and consistent with California Interscholastic Federation (CIF) guidelines for gender identity participation, as appropriate.

G. Dress Codes/School Uniform Policies

- 1. Schools may adopt a dress code that should be applied uniformly to all students.
- 2. A transgender and/or a gender non-conforming student has the right to dress in accordance with the gender identity that the student asserts at school, within the constraints of the school's dress code, as it relates to health and safety issues (e.g., prohibitions on wearing gang symbols, regalia, and apparel, drugs, etc.).

H. Gender Segregation in Other Areas

As a general rule, in any other circumstances where students are separated by gender in school activities (i.e., class discussions, field trips), students shall be permitted to participate in accordance with their gender identity exclusively and consistently asserted at school. Activities that may involve the need for accommodations to address student privacy concerns will be addressed on a case-by-case basis. In such circumstances, staff shall make a reasonable effort to provide an available accommodation that can address any such concerns.

Students AR 5157(f)

TRANSGENDER STUDENTS, PRIVACY AND FACILITIES (continued)

Cross References:

BP/AR 4119.11 PERSONNEL: Sexual Harassment BP/AR 4144 PERSONNEL: Complaint Procedure

BP 5144.1 STUDENTS Suspension and Expulsion/Due Process

AR 5144.2 STUDENTS: Suspension and Expulsion/Due Process (Students with Disabilities)

BP/AR 5145.7 STUDENTS: Sexual Harassment

Legal Reference:

EDUCATION CODE

200 State policy; purpose

212.6 Educational institutions; written policy on sexual harassment 48900.2 Sexual Harassment as ground for suspension or expulsion

48980 Article 6. California School Information Services.

California Constitution, Article I, § 28 (c)

California Fair Employment and Housing Act California

CALIFORNIA LABOR CODE

Sections 1101 & 1102

Title VII of the Civil Rights Act of 1964 and 1991

Title IX of the Education Amendments of 1972

New Regulation Reviewed:

January 14 and January 28, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

Students BP 5157(a)

TRANSGENDER STUDENTS, PRIVACY AND FACILITIES

Sexual Orientation/Gender Identity Harassment

The Culver City Unified School District is committed to maintaining a safe and supportive school environment in which all members of the school community are treated with dignity and respect. It is the policy of this District that harassment, discrimination, intimidation, or bullying based on sexual orientation, gender identity, and gender expression, including perceptions of a person's identity, appearance or behavior, is expressly prohibited.

The governing board considers harassment, discrimination, intimidation, or bullying based on sexual orientation, gender identity, and gender expression to be a major offense. The District shall investigate all complaints of harassment, discrimination, intimidation, or bullying and take appropriate action against any student or employee who is found to have violated this policy.

Harassment, discrimination, intimidation, or bullying of a student by another student is a violation of this policy and constitutes cause for disciplinary action. Students shall be advised that harassment, discrimination, intimidation, or bullying based on sexual orientation, gender identity, and gender expression are unacceptable conduct and will not be tolerated. Students shall be informed that they should contact the school principal or designee if they experience such harassment, discrimination, intimidation, or bullying.

Harassment, discrimination, intimidation, or bullying by an employee in violation of this policy constitutes cause for disciplinary action, up to and including dismissal.

The Superintendent shall adopt, and may periodically revise, administrative regulations necessary to implement and enforce this policy. The regulations shall provide an adequate description of this policy to parents, students and employees, provide appropriate complaint and resolution procedures, and establish due process for persons accused of harassment, discrimination, intimidation, or bullying based on sexual orientation, gender identity, and gender expression. The Superintendent shall ensure that students receive age-appropriate information and education related to sexual orientation, gender identity, and gender expression. In addition, the Superintendent shall designate qualified individuals to provide appropriate training and educational programs on the issue of harassment, discrimination, intimidation, or bullying based on sexual orientation, gender identity, and gender expression.

This policy is intended to supplement, and not replace, state and federal laws prohibiting sexual harassment. Complaints under those laws shall be processed through the procedures established by appropriate state and/or federal agencies.

Students BP 5157(b)

TRANSGENDER STUDENTS, PRIVACY AND FACILITIES (continued)

Cross References:

BP/AR 4119.11 PERSONNEL: Sexual Harassment BP/AR 4144 PERSONNEL: Complaint Procedure

BP 5144.1 STUDENTS Suspension and Expulsion/Due Process

AR 5144.2 STUDENTS: Suspension and Expulsion/Due Process (Students with Disabilities)

Legal References:

EDUCATION CODE

200 State policy; purpose

212.6 Educational institutions; written policy on sexual harassment

48900.2 Sexual Harassment as ground for suspension or expulsion

48980 Article 6. California School Information Services.

California Constitution, Article I, § 28 (c) California Fair Employment and Housing Act California Labor Code Sections 1101 & 1102 Title VII of the Civil Rights Act of 1964 and 1991 Title IX of the Education Amendments of 1972

New Policy Reviewed: January 14 and January 28, 2014 CULVER CITY UNIFIED SCHOOL DISTRICT Culver City, California

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

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

RECOMMENDED MOTION:

That the Board approve the Contract between S.T.A.R., Inc. and Culver City

Unified School District.

Moved by:

Seconded by:

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES TO BE PROVIDED TO THE CULVER CITY UNIFIED SCHOOL DISTRICT

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the 29th day of January, 2014, by and between the Culver City Unified School District, ("District") and S.T.A.R. Inc., a California non-profit corporation, 10117 West Jefferson Boulevard, Culver City, California 90232, I.D. No. 95-4430228 ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. Services. The Consultant shall provide services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services") at the District's El Rincon Elementary School, 11177 Overland Avenue, Culver City, CA 90232.
- **2. Term.** Consultant shall provide Services under this Agreement from January 29, 2014, and will diligently perform such Services as required through May 23, 2014. This initial term may be renewed on an annual basis upon mutual agreement of the Parties.

3. Termination.

- 3.1. 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 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.
- 3.2. 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.
- **4. Compensation**. Upon satisfactory delivery of Services and invoicing, District shall pay the amount indicated on Exhibit "A" for Services, but in no event shall such amount exceed a total fee of **FOUR THOUSAND NINE HUNDRED FORTY DOLLARS (\$4,940.00)**.
- **5. 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.
- **6. Indemnification**. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

- 7. Insurance. During the entire term of this Agreement and any extension or modification thereof, Consultant will keep in effect a policy or policies of general liability insurance of \$2,000,000.00 aggregate and \$1,000,00.00 for each occurrence for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and \$1,000,000.00 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Consultant will provide District with satisfactory evidence of insurance, naming the District as an additional insured, including a provision for a twenty (20) calendar day written notice to the District before cancellation or material change, evidencing the above specified coverage. The Consultant will, at its own cost and expense, procure and maintain insurance under the Workers' Compensation Law of California.
- 8. Fingerprinting of Employees. Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
- **9. 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.
- 10.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.
- **11.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.
- 12.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.
- **13.Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- **14.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.

- **15.Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- **16.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.
- **17.Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: January 28, 2014		Dated:	, 2014		
Culver City Unified School District		S.T.A.R. Inc.			
Ву:		_ By:			
Print Name:	David LaRose	Print Name:	Katya Bozzi		
Print Title:	Superintendent	Print Title:	Executive Director		
Date approved by Culver City Unified School District Board of Education:					

DESCRIPTION OF SERVICES TO BE PERFORMED

1. INQUIRY SCIENCE LAB & Professional Development - K-2nd GRADE

Inquiry Science Lab is hosted by STAR Education Science specialists.

Each student and teacher will participate in guided inquiry based hands-on science experiments highlighting Physical and Life science standards. Students will learn how to think and speak like a real scientist. Teachers will learn how to facilitate guided inquiry labs. All experiments are aligned to the Common Core and California Science Standards.

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

Two (2), 40-50 minute sessions for 4 Kinder Classes

Two (2), 40-50 minute sessions for 4 1st Grade Classes

Two (2), 40-50 minute sessions for 3 2nd Grade Classes

Days: TBA

Fee: (\$100 per lab)(22 labs)= \$2,200 - 5% STAR Discount \$110 = \$2,090

INQUIRY SCIENCE LABS & PROFFESIONAL DEVELOPMENT

3rd-5th GRADE

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

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

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

Three (3), 60 minute sessions for 4 3rd Grade Classes

Three (3), 60 minute sessions for 3 4th Grade Classes

Three (3), 60 minute sessions for 3 5th Grade Classes

Days: TBA

Fee: (\$100 per lab)(30 labs)= \$3,000 - 5% STAR Discount \$150 =\$2,850

Grand Total = \$4,940 Dates & Times: TBA

District agrees that the maximum student enrollment for the above-described program will be not more than 400 students and not less than 25 students.

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Consultant certifies that it has taken at least one of the following actions with respect to the Project that is the subject of the Agreement (check all that apply):			
The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's Services under this Agreement and Consultant certifies its compliance with these provisions as follows:			
Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement will be attached hereto prior to start of services.			
Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Services, a physical barrier at the work site, that will limit contact between Consultant's employees and District pupils at all times; and/or			
Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is			
Name:			
Title: <u>Director/Science</u>			
Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.			
The undersigned does hereby certify that I am a representative of the Consultant currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this Certificate on behalf of Consultant.			
Date:			
Name of Consultant or Company: <u>S.T.A.R. Inc.</u>			
Representative's Name and Title: <u>Katya Bozzi, Executive Director</u>			
Signature:			
Services cannot be rendered until all documentation is submitted			
and final approval is received.			

Independent Contractor Agreement - Short Form - CCUSD

14.3a Approval of Payment to Westberg+White for Additional Services

In order to reimburse Westberg+White Architects for the funds that they expended to provide us with additional services for constructing Phase One of our Athletic Field Project, as provided for in our contract with the firm, we need to approve a payment to them in the amount of \$81,312.

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District authorize payment in the amount of \$81,312 to Westberg+White.

Moved by:

Seconded by:

14.3b Resolution #5 / 2013-2014 Participation in Bright Schools Program

In order to receive \$20,000 of free energy efficiency assistance from the California Energy Commission, we need to adopt a resolution at this time to participate in the Bright Schools Program. The Bright Schools Program offers services to help identify the most cost-effective energy saving opportunities for school facilities.

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District adopt the attached resolution and approve participation in the Bright

Schools Program.

Moved by:

Seconded by:

RESOLUTION #5 / 2013-2014

Resolution of the Governing Board of Culver City Unified School District for

Participation in Bright Schools Program

WHEREAS, the California Energy Commission's Bright Schools Program provides technical assistance to school districts; and

WHEREAS, the Governing Board of Culver City Unified School District authorizes Culver City Unified School District to apply for technical assistance; and

WHEREAS, Culver City Unified School District recognizes that the California Energy Commission has limited funds available to provide technical assistance and that primary consideration will be given to those school districts that have a desire and willingness to seek funding to implement the feasible recommended energy-efficiency measure(s);

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of Culver City Unified School District is willing to seek funding to implement viable energy-saving measure(s) and therefore, requests technical assistance to identify such measures as may be economically feasible.

BE IT ALSO RESOLVED that the Assistant Superintendent of Business Services is hereby authorized and empowered to execute in the name of Culver City Unified School District all necessary documents to implement and carry out the purposes of this resolution.

IN WITNESS WHEREOF, we have here unto set our hands this 28th day of January, 2014.

AYES: NOES:	BOARD OF TRUSTEES OF CULVER CITY UNIFIED SCHOOL DISTRICT
ABSENT: ABSTENTIONS:	ByPresident
	ByVice President
	By
	Member
	By
	Member
	By
	Member
STATE OF CALIFORNIA COUNTY OF LOS ANGELES	
Los Angeles County, California, do hereby resolution adopted by the said Board at a reg	of the Governing Board of Culver City Unified School District of v certify that the foregoing is a full, true, and correct copy of a gular Board Meeting thereof, held at its regular place of meeting, at e vote above stated, which resolution is on file in the office of the
	Secretary of the Board of Trustees Culver City Unified School District

BOARD REPORT

14.3c Resolution #6 / 2013-2014 Support of the Filing of an Application for State Funding for Eligible Facilities

In order to continue to seek state facilities funds, the District needs to adopt a resolution at this time authorizing the filing of applications for State grant funding.

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District adopt the attached resolution authorizing and application for State

facilities funding.

Moved by:

Seconded by:

RESOLUTION #6 / 2013-2014

Resolution of the Governing Board of Culver City Unified School District

Support of Filing of an Application for State Funding for Eligible Facilities

WHEREAS, Culver City Unified School District ("District") is applying to the State Allocation Board for approval of grant funding for various school facility projects under Chapter 12.5, Part 10, Division I, commencing with Section 17070.10, et seq., of the Education Code, through the State School Facility Program (SFP), for needed state school facilities grant funding for modernization, facilities hardship, new construction and any and all other applicable existing and prospective State school facilities grant funding program applications for any and all District facilities.

NOW THEREFORE BE IT RESOLVED that the Board of Education for Culver City Unified School District hereby approves the filing of eligibility and application documents with the State Allocation Board under Chapter 12.5, Part 10, Division I, commencing with Section 17070.10, et seq., of the Education Code through the State School Facility Program (SFP), related to funding requests for various prospective SFP projects at any and all District schools.

IN WITNESS WHEREOF, we have here unto set our hands this 28th day of January, 2014.

AYES: NOES:	BOARD OF TRUSTEES OF CULVER CITY UNIFIED SCHOOL DISTRICT
ABSENT: ABSTENTIONS:	ByPresident
	ByVice President
	ByMember
	ByMember
	ByMember
District of Los Angeles County, C	Secretary of the Governing Board of Culver City Unified School California, do hereby certify that the foregoing is a full, true, and d by the said Board at a regular Board Meeting thereof, held at its egular time, and on the date and by the vote above stated, which he Superintendent.
	Secretary of the Board of Trustees Culver City Unified School District

BOARD REPORT

14.3d Resolution #7 / 2013-2014 Exhaustion of School Facility Program Bond Authority

As we prepare to request State funding for planned projects and reimbursement for completed modernization projects, we need to submit a Board resolution acknowledging that the State currently has no available funding.

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District adopt the attached resolution regarding the exhaustion of the School

Facility Program Bond Authority.

Moved by:

Seconded by:

RESOLUTION #7 / 2013-2014

Resolution of the Governing Board of Culver City Unified School District for

Exhaustion of School Facility Program Bond Authority

WHEREAS, the Board of Education ("School Board") has determined that school facilities within Culver City Unified School District (the "District"), within Los Angeles County need to be constructed and/or modernized; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to Title 2, Code of California Regulations Section 1859.95.1, the School Board of Culver City Unified School District hereby acknowledges the following:

- (1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this (these) application(s).
- (2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the project(s) and the acceptance of the application(s) does not provide a guarantee of future State funding.
- (3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted.
- (4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District's approved application(s) may be returned.
- (5) the Board acknowledges that they are electing to commence any preconstruction or construction activities at the District's discretion and that the State is not responsible for any pre-construction or construction activities.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of Culver City Unified School District recognizes that the State of California School Facility Program Bond Authority has been exhausted.

IN WITNESS WHEREOF, we have here unto set our hands this 28th day of January, 2014.

AYES: NOES:	BOARD OF TRUSTEES OF CULVER CITY UNIFIED SCHOOL DISTRICT
ABSENT: ABSTENTIONS:	ByPresident
	ByVice President
	By
	Member By
	Member By
	Member Member
STATE OF CALIFORNIA COUNTY OF LOS ANGELES I,, Secretary of to School District of Los Angeles County, California true, and correct copy of a resolution adopted by thereof, held at its regular place of meeting, at the above stated, which resolution is on file in the office.	by the said Board at a regular Board Meeting e regular time, and on the date and by the vote
	Secretary of the Board of Trustees Culver City Unified School District