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Superior Court of California,
County of Los Angeles
9/10/2025 12:07 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By V. Sino-Cruz, Deputy Clerk

SAMUEL R. SANTANA, State Bar No. 188657
LUKE L. PUNNAKANTA, State Bar No. 293488
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Attorneys for Defendant
CULVER CITY UNIFIED SCHOOL DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

NEW EARTH, a non-profit,

Plaintiff,

v.

CULVER CITY UNIFIED SCHOOL
DISTRICT and DOES 1-20.

Defendants.

Case No. 24STCV13243

Assigned to The Honorable Stephen P. Pfahler
Department 68

**DECLARATION OF DR. ALFONSO
JIMÉNEZ IN SUPPORT OF DEFENDANT
CULVER CITY UNIFIED SCHOOL
DISTRICT'S MOTION FOR SUMMARY
JUDGMENT OR ADJUDICATION**

Hearing Date: February 24, 2026

Time: 8:30 AM

Dept.: 68

Reservation ID: 922078913403

Action Filed: May 28, 2024

DECLARATION OF DR. ALFONSO JIMÉNEZ

I, Alfonso Jiménez, Ed.D., M.S., declare:

1. I am the Superintendent of CULVER CITY UNIFIED SCHOOL DISTRICT (“District”), the Defendant in the above-captioned matter. I have been a superintendent for California schools for approximately five years, and the Superintendent at the District since July 1, 2025. I also have years of experience as a public school district administrator, before becoming a Superintendent. I make the following statements on my own personal knowledge and if called upon, could and would, testify competently thereto.

2. I make this declaration in support of the District’s motion for summary judgment, or in the alternative, for summary adjudication against Plaintiff New Earth.

3. Attached hereto as **Exhibit A** is a true and correct copy of the District’s Board Policy 3314.

4. Attached hereto as **Exhibit B** is a true and correct copy of the District’s Administrative Regulation 3314.

5. On September 7, 2022, the District issued Purchase Order No. PO1-230000000339 in the amount of \$600,000 for Plaintiff’s social-emotional supportive curriculum and services for the time period of July 1, 2022, through June 30, 2023. This document is maintained by the District in the ordinary course of its business, and I am familiar with its recordkeeping practices. I have also reviewed Exhibit 11 to the deposition of Yana Grammer, CEO of New Earth, and confirmed that the purchase order included in Exhibit 11 is identical to the District’s business record. Attached hereto as **Exhibit C** is a true and correct copy of District Purchase Order No. PO1-230000000339.

6. On September 7, 2023, the District issued Purchase Order No. PO1-240000000611 in the amount of \$600,000 for Plaintiff’s social-emotional supportive curriculum and services for the 2023-2024 school year, ending on June 30, 2024. This document is maintained by the District in the ordinary course of its business, and I am familiar with its recordkeeping practices. I have also reviewed Exhibit 15 to the deposition of Yana Grammer and confirmed that Exhibit 15 is

1 identical to the District's business record. Attached hereto as **Exhibit D** is a true and correct copy
2 of District Purchase Order No. PO1-240000000611.

3 7. Attached hereto as **Exhibit E** is a true and correct copy of the District's Purchase
4 Order Terms and Conditions, which are available on the District's website. The Standard Terms
5 and Conditions posted on the District's website contain terms including Insurance (§11),
6 Compliance with Laws (§14), and Fingerprinting of Employees (§18). The Standard Terms and
7 Conditions state that "this Agreement" overrides all prior or conflicting terms, with precedence
8 given first to these Terms and Conditions, then the vendor's proposal (§23), and also allows the
9 District to terminate the Agreement with or without cause upon written notice (§13.1). I have also
10 reviewed Exhibit 12 to the deposition of Yana Grammer, and confirmed that Exhibit 12 is
11 identical to what is on the District's website.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed September 8, 2025 in Culver City, California.

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19 _____
DR. ALFONSO JIMÉNEZ
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EXHIBIT A

Policy 3314: Payment For Goods And Services

Status: ADOPTED

Original Adopted Date: 04/21/1998 | **Last Revised Date:** 11/19/2024 | **Last Reviewed Date:** 11/19/2024

The Board of Education recognizes the importance of developing a system of internal control procedures in order to help fulfill its obligation to monitor and safeguard district resources. To facilitate warrant processing, the Superintendent or designee shall ensure that purchasing, receiving, and payment functions are kept separate. He/she shall also ensure that invoices are paid expeditiously so that the district may, to the extent possible, take advantage of available discounts and avoid finance charges.

The Superintendent or designee shall sign all warrants and shall ensure that warrants have appropriate documentary support verifying that all goods and services to be paid for have been delivered or rendered in accordance with the purchase agreement.

The Board shall approve all warrants at a regularly scheduled Board meeting.

The district shall not be responsible for unauthorized purchases.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Description

2 CCR 22000-22005

[Public entity use of electronic signatures](#)

Code of Civil Procedure 685.010

[Rate of interest](#)

Ed. Code 17605

[Delegation of authority to purchase supplies and equipment](#)

Ed. Code 42630-42651

[Orders, requisitions and warrants](#)

Ed. Code 42800-42806

[Revolving cash fund](#)

Ed. Code 42810

[Revolving cash funds; use; administrators](#)

Ed. Code 42820

[Prepayment funds](#)

Gov. Code 16.5

[Electronic signatures](#)

Gov. Code 5500-5506

[Uniform Facsimile Signatures of Public Officials Act](#)

Gov. Code 811.2

[Definition of public entity](#)

Pub. Cont. Code 20104.50

Timely progress payments

Pub. Cont. Code 7107

[Retention proceeds; withholding; disbursement](#)

Pub. Cont. Code 7201

[Retention proceeds; limits and exceptions](#)

Pub. Cont. Code 9203

[Payment for projects costing over \\$5000](#)

Management Resources

Description

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Secretary of State, digital signatures](#)

Website

[CSBA](#)

Website

[Fiscal Crisis and Management Assistance Team](#)

Cross References

Description

3230

[Federal Grant Funds](#)

3230

[Federal Grant Funds](#)

3300

[Expenditures And Purchases](#)

3311

[Bids](#)

3311

[Bids](#)

Cross References

3312

3314.2

3400

3400

3460

3460

3470

9320

9324

Description[Contracts](#)[Revolving Funds](#)[Management Of District Assets/Accounts](#)[Management Of District Assets/Accounts](#)[Financial Reports And Accountability](#)[Financial Reports And Accountability](#)[Debt Issuance And Management](#)[Meetings And Notices](#)[Minutes And Recordings](#)

EXHIBIT B

Regulation 3314: Payment For Goods And Services

Status: ADOPTED

Original Adopted Date: 04/21/1998 | **Last Revised Date:** 11/19/2024 | **Last Reviewed Date:** 11/19/2024

Payment for Construction Contracts

Payment on any contract for the creation, construction, alteration, repair, or improvement of any district property or facility or other public works project shall be made in accordance with the estimates, process, and/or schedule approved by the Board of Education.

As necessary, the Superintendent or designee may make progress payments as actual work is completed or materials are delivered. When a payment request is properly submitted by a contractor, any undisputed portion of the payment request shall be paid within 30 days. If the Superintendent or designee determines any payment request to be improper, he/she shall return the payment request to the contractor with a written statement of reasons why the request is not proper. (Public Contract Code 9203, 20104.50)

The district may withhold up to five percent of the proceeds due to the contractor until completion and acceptance of the project. (Public Contract Code 7201)

The proceeds to be withheld by the district may exceed five percent when the Board has made a finding, prior to the bid and during a properly noticed and regularly scheduled public meeting, that the project is substantially complex and requires a higher retention amount than five percent. In such cases, the Board's finding shall include a description of the specific project and why it is a unique project that is not regularly, customarily, or routinely performed by the district or licensed contractors. The bid documents shall include details explaining the basis for the finding and the actual amount to be withheld. (Public Contract Code 7201)

At any time after 50 percent of the work has been completed, the Board may release the withheld proceeds if it finds that satisfactory progress is being made. (Public Contract Code 9203)

Proceeds withheld by the district from payments to contractors for public works contracts shall be released within 60 days after the construction or improvement is completed. In the event of a dispute between the district and the contractor, the district may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. (Public Contract Code 7107)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 22000-22005	Public entity use of electronic signatures
Code of Civil Procedure 685.010	Rate of interest
Ed. Code 17605	Delegation of authority to purchase supplies and equipment
Ed. Code 42630-42651	Orders, requisitions and warrants
Ed. Code 42800-42806	Revolving cash fund
Ed. Code 42810	Revolving cash funds; use; administrators
Ed. Code 42820	Prepayment funds
Gov. Code 16.5	Electronic signatures
Gov. Code 5500-5506	Uniform Facsimile Signatures of Public Officials Act
Gov. Code 811.2	Definition of public entity
Pub. Cont. Code 20104.50	Timely progress payments
Pub. Cont. Code 7107	Retention proceeds; withholding; disbursement
Pub. Cont. Code 7201	Retention proceeds; limits and exceptions
Pub. Cont. Code 9203	Payment for projects costing over \$5000

Management Resources

Website	CSBA District and County Office of Education Legal Services
Website	California Secretary of State, digital signatures
Website	CSBA
Website	Fiscal Crisis and Management Assistance Team

Cross References

	Description
3230	Federal Grant Funds
3230	Federal Grant Funds
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3470	Debt Issuance And Management
9320	Meetings And Notices
9324	Minutes And Recordings

EXHIBIT C

**SHIP TO:**

Central Warehouse
3939 Van Buren Place
Culver City, CA 90232-2848
310 842-4220

SITE**BILL TO:**

Accounts Payable Office
4034 Irving Place
Culver City, CA 90232-2848
310 842-4220



PO1-64444-0004000-230000000339-1

Final
PURCHASE ORDER NO
PO1-230000000339

VENDOR: 0000316198 NEW EARTH ORGANIZATION 6001 BRISTOL PARKWAY SUITE 200 CULVER CITY, CA 90230 VENDOR CONTACT: IMANI-GRACE KING	ISSUE DATE 07/22/2022	DUE DATE 06/30/2023	BUYER NAME Jeffrey Ford	SPECIAL INSTRUCTIONS: - Purchase order No. must appear on all shipped material, packing slips, invoices and correspondence. - Warehouse Delivery Hours: Mon-Fri 8AM - 12:00PM & 1PM - 4:00PM. Not open weekends & holidays. - For any questions on the purchase order, please contact purchasing at 310-842-4220 ext 4357
	VENDOR PHONE (310) 455-2847	PO TERMS	BUYER PHONE (310) 842-4230	
	VENDOR FAX N/A	SHIP VIA Best Way	BUYER FAX	
	VENDOR EMAIL IKING@NEWEARTHLIFE.OI	FOB FOB Destination, Freight Collect	BUYER EMAIL jeffreyford@ccusd.org	

Line	Commodity Code	Commodity Description	Quantity	UOM	Unit Price	Total Line Amount
1	64130000	OPEN PURCHASE ORDER FOR SOCIAL-EMOTIONAL SUPPORTIVE ADDITIONAL COMMODITY INFORMATION: CURRICULUM AND SERVICES PER ATTACHED CONTRACT, 7/1/22-6/30/23	0.00000		0.000000	\$ 600,000.00

WAREHOUSE INSTRUCTIONS:

Educational Services

Issuer: Laura Denney

Requestor: Laura Denney

Sub Total: \$ 600,000.00
Tax Total: \$ 0.00
Freight Total: \$ 0.00
Total PO Amount: \$ 600,000.00

**SHIP TO:**

Central Warehouse
3939 Van Buren Place
Culver City, CA 90232-2848
310 842-4220

BILL TO:

Accounts Payable Office
4034 Irving Place
Culver City, CA 90232-2848
310 842-4220



PO1-64444-0004000-230000000339-1

Final
PURCHASE ORDER NO
PO1-230000000339

Line	Commodity Code	Commodity Description	Quantity	UOM	Unit Price	Total Line Amount
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TERMS AND CONDITIONS/COMMENTS:

The District's Standard Terms and Conditions (the "Terms and Conditions") as posted on the District's website at http://www.ccsd.org/Purchasing/POTermsAndConditions_103019.pdf are fully and completely incorporated into this Purchase Order by this reference. By accepting and executing the Purchase Order, the Vendor/Contractor hereby accepts all provisions within the Terms and Conditions and agrees to comply with any and all requirements set forth or established in the Terms and Conditions as part of this Purchase Order. This Purchase Order, along with the Terms and Conditions, constitutes a legally binding contract between the District and Vendor/Contractor. Failure by Vendor/Contractor to meet and comply with all provisions in the Terms and Conditions shall constitute a breach of this Purchase Order. Any differing terms and conditions noted in individual contracts supercede the District's Standard Terms and Conditions.

PLEASE FIND ATTACHED A COPY OF THE SIGNED CONTRACT
BOARD APPROVAL DATE 6/28/2022, AGENDA ITEM #6.6
EDUCATIONAL SERVICES DEPARTMENT

Alva C. Diaz

AUTHORIZED/APPROVAL SIGNATURE

Date/Time: 07/26/2022 04:25:45 PM

For Internal Use Only:

01.0-02010.0-11100-10000-5810-0001010 - \$600,000.00

Requisition IDs Referenced:

XREQ-230000000440



PR - 440

Newearthlife.org
6001 Bristol Parkway
Culver City, CA 90230
(310) 455-2847

June 2, 2022

Quoc Tran
Superintendent
Culver City Unified School District
Administrative Office
4034 Irving Place
Culver City, CA 90232

Dear Mr. Tran,

New Earth is pleased to offer our comprehensive social-emotional supportive curriculum and services to the Culver City School District. Since 2004, New Earth has been providing our trauma-informed supportive services to the Los Angeles County Office of Education students detained at the various probation camps and juvenile halls throughout Los Angeles County. Since 2015, New Earth has also provided its programs and services in partnership with co-located partner charter schools at our Arts & Leadership Center in Culver City; as well as programs at LAUSD schools throughout the county. Our arts programs are based on the California Standards of Education and are embedded in English and Science classes so students can earn school credits. Our trauma-informed case management, social emotional support, leadership programs, and training programs allow us to maintain a less than 7% recidivism rate among previously incarcerated youth who participated in our programs. Ninety-eight percent of our enrolled young people have no further contact with law enforcement. Since we began our work almost 20 years ago we have served over 30,000 young people between the ages of 12-25.

As part of this engagement we will provide the following programs and services in partnership with the Culver City School District. Serving up to 400 Culver City High



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School and Middle School Students in year one and two and 800 students in year three and beyond. This proposal includes a general scope of work. Additional programs and services may be added as requested without a requirement to modify the proposal.

Prevention and Early Intervention Support Services

New Earth will provide Prevention and Early Intervention Support Services to Culver City High School and Middle school students who fall within the identified priority populations that includes underserved stressed populations; youth in stressed families; trauma exposed; youth at risk for school failure; and youth at risk of/or experiencing juvenile justice involvement. Services include, but are not limited to the following:

Trauma Informed Care and Case Management

New Earth will provide participants with weekly Trauma Informed Care and Case Management Services. These services will include, but are not limited to: motivational interviewing, psycho-education, resource referrals, life skills building, problem solving and solution focused techniques, and transition planning.

Therapy Services

New Earth will provide individual and group therapy. We will use evidence-based practices and treatments to address trauma, as well as any other current mental health symptoms that the participant agree to address or that may impose a barrier to participant's achieving their goals. We will include families in the services we provide.



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Trauma Exposed Services

New Earth will conduct a non-invasive trauma assessment for each Participant to identify type of traumas they have been exposed to. Programming services and structures will be created and conducted through this trauma informed service.

Intervention Services

We will provide crisis intervention to Participants as needed. The interventions shall include but not be limited to crisis, drug and alcohol treatment, and gang intervention services.

Mental Health Services

New Earth will develop a mental health action plan for Participants (if applicable). The mental health plan shall be developed and worked on throughout the program. Motivational interviewing, goal setting, and problem solving shall be utilized while developing the mental health plan. The mental health plan shall include referrals (if needed) and continuum of care for mental health services, plus any other interventions clients received while in the program.

New Earth will:

- Provide mental health pre-and post-assessments.
- Track all prevention and intervention support services provided to clients.
- Increase protective factors, increase adaptive functioning and reduce the risk of developing potentially serious mental illness.



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- Reduce negative outcomes such as suicidal ideation, incarceration, school failure or dropout, unemployment, prolonged suffering and homelessness through enriched service.
- Share pertinent information around specific high risk students, their risk factors and other qualitative and quantitative data with the school district.
- Participate with community based partners including, Didi Hirsch, Open Paths, Department of Mental Health (DMH) and others to host specialty trainings to raise awareness of mental health, mental health needs, the impacts of trauma, and how to access mental health services.

New Earth Enrichment Programming

FLOW (Fluent Love of Words) Hip Hop Poetry and Music classes enhance social-emotional development by encouraging self-expression via creative writing and student presentations in a peer group setting. Using a project based learning curriculum, FLOW encourages students to interact with instructors and each other in a positive way that promotes social emotional benefits in addition to educational advancement. Students are empowered to share their artistic talents – their poems, writings and music without fear of failure or judgment. Students often lead classroom conversations. This increases self-confidence and enables students to know themselves as thinkers, communicators, creators and instruments of positive change both in their own lives and the lives of their peers.

FLOW (Fluent Love of Words)

FLOW uses poetic expression to instill in youth a sense of self-confidence and empowerment by teaching them to think outside of their comfort space and current



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predicament and inspiring them to make positive choices in their everyday lives. In this class, students study the structure of poetry and begin to open up and tell their own stories through their poetry pieces. Each module is concluded with a project culmination a showcase where students share their work in a public group of peers and facility staff.

The class is designed to achieve the following objectives:

- Enhance social consciousness and critical thinking skills
- Expose students to social emotional skills that will increase their success in group settings and among peers
- Encourage students to take ownership of their environment and learning experiences
- Create a sense of comfort speaking and performing in groups
- Expand students' ability to write and read in English
- Promote literacy
- Promoting a deeper sense of self awareness and respect for self and community
- Mastery in music production, recording, engineering and utilizing Prezi and PowerPoint
- Preparing students to transition back into the community being more responsible, better decision makers, more productive and skilled

FLOW seamlessly integrates with the teacher's core lesson plan. FLOW is based on the California Common Core Standards for grades 6-12 which include: reading, literature, reading for informational text, writing, speaking and listening; and language. Our teachers facilitate a **PBL (project based learning)** environment to ensure that all instruction is aligned. All lesson plans are aligned with the themes of that are presented within the classroom setting.



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We integrate STEM and Technology by teaching students how to use intricate music production software i.e.: Final Cut Pro and Garage Band and then students learn how to mix and make original Hip Hop musical beats. Once they have their beat identified our instructors record their writings to the beats in their mobile recording studio. The songs are then mastered and a final, produced song. F.L.O.W students learn how to record, produce and mix/master their own music. Once they have completed twelve recording sessions, they receive a F.L.O.W. Studio Master Certificate.

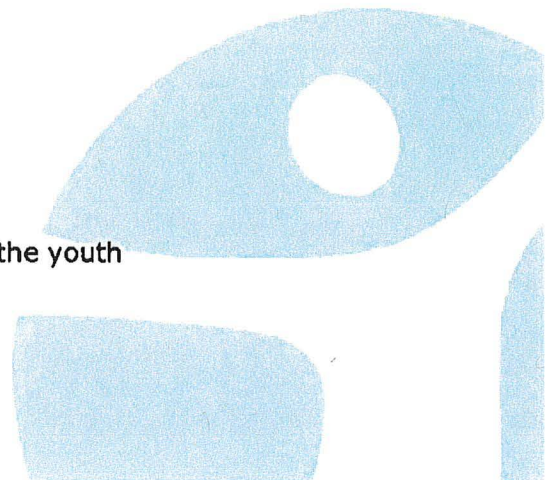
Down to Earth Gardening

New Earth's Down to Earth Community Garden program makes it possible for youth to experience a new type of connection to the earth through gardening. We offer the opportunity for the youth to learn about organic growing, ecological sustainability and partnership while tending to the environment. The outcomes have been: crime prevention, creating a sense of community among peers, vocational training and an "inner peace" students report experiencing as a result of this program. New Earth's Down to Earth Community Garden Program is based on Common Core for Biology, which includes the following:

- Cell Biology
- Genetics
- Ecology
- Evolution
- Physiology

Down to Earth Outcomes:

- Improve the behavior, attitude and relationships of the youth





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- Expose students to social skills increase their comfort and success in group settings and among peers
- Provide job training skills in horticulture and landscaping by teaching about tools equipment and techniques
- Students learn about biology through direct experience working with the earth

Knowledge of Self

Students will learn how to increase positive emotions through mindfulness practices and body-based practices that promote healing and resilience. This course is designed to allow youth to explore the inner workings of their psyche to find greater self awareness and connect their choices and actions with outcomes in their life. The goal of this class is to gain knowledge about their own capabilities, motivations and inner workings.

Culver City School District Staff Professional Development

Trauma Informed Resilience Oriented (TIRO) Training

Facilitate implementation of the first phase of a trauma-informed resilience-oriented (TIRO) change strategic plan with a focus on stabilization and capacity building through training, structured practice opportunities, and reflective evaluation.

1. Develop a personal and professional abiding *why?*, which is the firm knowledge that becoming TIRO is essential to achieving the outcomes for which teams and individuals are responsible, thereby increases motivation for mobilizing the internal and external resources necessary for the TIRO change process.
2. Decrease burnout and increase the capacity component of change-readiness through a combination of decreasing energy drains and improving efficiency and skills.



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3. Come out of chaos and crisis mode by moving to a state of relative calm and a preventative and proactive stance to the work that will open capacity for durable change.

4. Interpersonal conflict resolution to improve team dynamics that will be stretched by the change process.

Community Trauma and Trauma Informed Engagement Staff Training

When addressing problematic behavior, a trauma informed approach asks the question "*What happened to you?*" instead of asking "*What's wrong with you?*" School district professionals thoroughly explore *what has happened* to individuals and communities who have experience community trauma. This is a collaborative professional development amongst both administration and direct service staff. We offer training that helps service providers and administrators working with gang and drug impacted communities create a trauma informed culture that nurtures excellence, achievement and social development. The success of our social emotional programs will continually be enhanced as program leadership continue to become more trauma informed and supportive of the social-emotional needs of both the students and educators.

Restorative Justice Training to Foster Positive Classroom and School Culture

During this ongoing staff development training, we will teach fundamental theory and practices for engaging with students, staff and parents in your school setting. Topics include how to set high expectations while being supportive, how to provide direct feedback and ask questions that foster accountability, and the most effective methods to resolve common conflicts.



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(310) 455-2847

We will also teach school-based staff and administrators how to facilitate circles, an essential process for creating a positive learning environment and school culture. Circles may be used to build social capital, resolve social problems and respond when harm occurs.

Additionally, our instructors address many issues related to building relationships and community. Concepts include how and when to have one-on-one conversations; the effective use of informal time as students gather; and setting norms for running both in-person and virtual circles. Plus, participants will learn creative uses of tools, including breakout rooms, whiteboard, chatroom, and how to work with small groups while other students do individual work.

Data Sharing

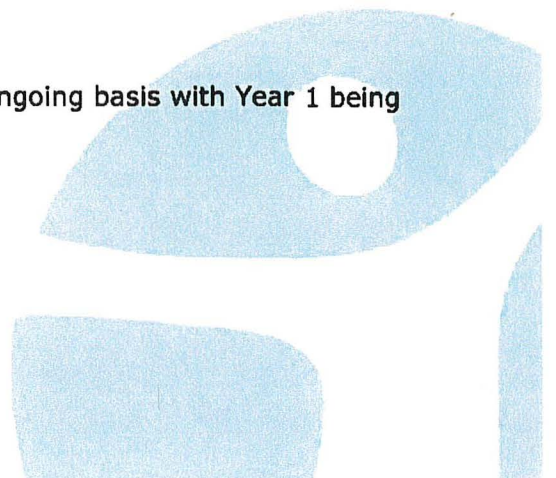
New Earth utilizes a HIPPA-compliant data tracking system that stores and reports on student data, evaluations and outcomes. New Earth will share data as required and available per HIPPA policy compliance with teachers, parents and administrators to better serve the youth and the general school culture.

Funding and related costs

The Social Emotional programming rate is broken down per hour @ \$225/ hour. This is a fully inclusive cost which includes material, supplies, equipment, staff time, administrative and travel costs.

The contract will commence 7/1/2022 and will run on an ongoing basis with Year 1 being the ramp up year.

Total Contract Costs





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(310) 455-2847

Year 1 – July 1, 2022- June 30, 2023 = 2,666 hours = Estimated 60 hours of services per week. **Total Year 1 Cost = \$600,000 -**

Year 2 – July 1, 2023 – June 30, 2024 = 6,666 hours = Estimated 128 hours of services per week. **Total Year 2 Cost = \$1,500,000**

Year 3– July 1, 2024 – June 30, 2025 Cost and hours determined by number of students and hours of work necessary to execute contract.

This proposal covers all service-related costs. Does not include facilities expenses. We will have facilities available to administer services which will incur an additional cost. Thank you for this opportunity to serve Culver City School District students and staff. If the terms of this proposal are acceptable, please sign and date below.

Best Regards,

A handwritten signature in black ink that reads "Harry Grammer".

Dr. Harry Grammer
Founder and President
New Earth

I accept the terms and conditions set forth in this proposal.

A handwritten signature in blue ink that reads "Quoc Tran".

Quoc Tran
Superintendent, Culver City Unified School District

Oct 27 2022
Date

EXHIBIT D



SHIP TO:
Administration Building
4034 Irving Place
Culver City, CA 90232
310-842-4220

BILL TO:
Accounts Payable Office
4034 Irving Place
Culver City, CA 90232-2848
310 842-4220



PO1-64444-0001010-240000000611-1

Final
PURCHASE ORDER NO
PO1-240000000611

VENDOR: 0000316198 NEW EARTH ORGANIZATION 12100 W WASHINGTON BLVD LOS ANGELES, CA 90066 VENDOR CONTACT: IMANI-GRACE KING	ISSUE DATE 09/07/2023	DUE DATE 06/30/2024	BUYER NAME Jeffrey Ford	SPECIAL INSTRUCTIONS: - Purchase order No. must appear on all shipped material, packing slips, invoices and correspondence. - School Site Delivery Hours: Mon-Fri 8AM - 12:00PM & 1PM - 4:00PM. Not open weekends & holidays. - For any questions on the purchase order, please contact purchasing at 310-842-4220 ext 4357
	VENDOR PHONE (310) 455-2847	PO TERMS	BUYER PHONE (310) 842-4220	
	VENDOR FAX	SHIP VIA Best Way	BUYER FAX	
	VENDOR EMAIL IKING@NEWEARTHLIFE.ORG	FOB FOB Destination, Freight Collect	BUYER EMAIL jeffreyford@ccusd.org	

Line	Commodity Code	Commodity Description	Quantity	UOM	Unit Price	Total Line Amount
1	64130000	OPEN PURCHASE ORDER FOR SOCIAL-EMOTIONAL SUPPORTIVE ADDITIONAL COMMODITY INFORMATION: CURRICULUM AND SERVICES PER THE ATTACHED CONTRACT FOR USE DURING THE 2023 - 2024 SCHOOL YEAR, ENDING ON JUNE 30TH, 2024	0.00000		0.00000	\$600,000.00

WAREHOUSE INSTRUCTIONS:
Administration Building

Issuer: Antoinette Stewart-Eneh

Requestor: Jennifer Smith

Sub Total: \$600,000.00
Tax Total: \$0.00
Freight Total: \$0.00
Total PO Amount: \$600,000.00

TERMS AND CONDITIONS/COMMENTS:

The District's Standard Terms and Conditions (the "Terms and Conditions") as posted on the District's website at http://www.ccusd.org/Purchasing/POTermsAndConditions_103019.pdf are fully and completely incorporated into this Purchase Order by this reference. By accepting and executing the Purchase Order, the Vendor/Contractor hereby accepts all provisions within the Terms and Conditions and agrees to comply with any and all requirements set forth or established in the Terms and Conditions as part of this Purchase Order. This Purchase Order, along with the Terms and Conditions, constitutes a legally binding contract between the District and Vendor/Contractor. Failure by Vendor/Contractor to meet and comply with all provisions in the Terms and Conditions shall constitute a breach of this Purchase Order. Any differing terms and conditions noted in individual contracts supercede the District's Standard Terms and Conditions.

BOARD APPROVAL DATE 09/12/2023
THE DEPARTMENT OF DIVERSITY, EQUITY & INCLUSION



SHIP TO:
Administration Building
4034 Irving Place
Culver City, CA 90232
310-842-4220

BILL TO:
Accounts Payable Office
4034 Irving Place
Culver City, CA 90232-2848
310 842-4220



PO1-64444-0001010-240000000611-1

Fin
PURCHASE ORDER N
PO1-24000000061

Angela Baxter

AUTHORIZED/APPROVAL SIGNATURE
Date/Time: 09/07/2023 04:33:43 PM

For Internal Use Only:

01.0-74350.0-00000-71000-5810-0001000 - \$600,000.00

Requisition IDs Referenced:

XREQ-240000000805

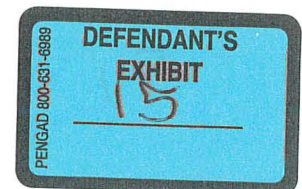


EXHIBIT E

PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions.

- 1.1. **"Agreement"** means Contractor's Proposal; drawings or specifications, if any; these proposal/purchase order terms and conditions; and any other documents identified therein or herein as incorporated by reference and inclusive of any subsequently issued addenda and/or amendments.
- 1.2. **"Contractor"** means the business entity designated on the face of this purchase order that is supplying the Deliverables to the District. Contractor shall be synonymous with "supplier", "vendor", or other similar term.
- 1.3. **"Deliverables"** means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, and other items to be delivered pursuant to this purchase order including any such items furnished incident to the provision of services
- 1.4. **"District"** means the Culver City Unified School District.
- 1.5. **"Proposal"** means the Contractor's offer made in response to a solicitation to perform a contract to supply goods or perform services at a specified price.

2. **Award of Agreement.** The Contractor's Proposal or quotation is deemed a firm offer; issuance of this document as a purchase order evidences the District's acceptance of that offer. If an award is made on a proposal, the contract will be awarded according to the authority granted by the Board of Education of the District ("Board") pursuant to California law.
3. **District Name May Not Be Used.** The name and/or logo of the District or any school of the District may not be used in any advertisements or communications which may convey the impression that the District authorizes the solicitation and/or that there may be some connection or endorsement between the District and the Contractor.
4. **Services.** The Contractor shall provide the services as described in the Proposal ("Services").
5. **Expenses and Materials.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
7. **Performance of Services: Standard of Care; District Approval; New Project Approval.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof. Contractor shall obtain the approval of District prior to the commencement of a new project.
8. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
9. **Disputes.** In the event of a dispute between the parties as to performance of the Services, Agreement interpretation, or payment, the parties shall attempt to resolve the dispute by mediation, if mutually agreeable. The demand for mediation shall be made within ninety (90) days after initial written notice, and the demand shall not be made later than the time for Contractor to submit its request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.

10. **Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify, hold harmless, and defend, at Contractor's own expense including attorneys' fees and costs, the District, its Governing Board, agents, representatives, officers, Contractors, 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 Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
11. **Insurance.** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance, from insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District, with minimum limits equal to the amount indicated below.

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

- 11.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 11.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 11.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession, coverage to continue through completion of construction plus two (2) years thereafter.
- 11.4. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 11.4.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 11.4.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 11.4.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 11.4.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
12. **Assignment; Subcontracting.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. All subcontractors must be approved in advance by the District.
13. **Termination.**
- 13.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor, at or via the physical or e-mail address or facsimile number in the Proposal, or no later than three (3) days after the day of mailing, whichever is sooner.

- 13.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Contract. Upon this termination, District shall only be obligated to compensate Contractor for services rendered in accordance with the Contract to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Deliverables from another source.
- 13.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.3.1. material violation of this Agreement by the Contractor; or
- 13.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 13.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 13.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.
14. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District.
- 14.1. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). **Registration:** If applicable, before a public works contract can be awarded, Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Contractor shall provide to the District the name and DIR registration number for Contractor and any applicable subcontractor. **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations. **Labor Compliance:** Contractor shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
15. **Certificates/Permits/Licenses/Registration.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
16. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
17. **Ownership of Documents.** Documents, data, reports, graphs, maps ("Work Product") created by the Contractor shall be considered works for hire, and as such shall become the property of the District and cannot be used without District's express written permission. Contractor shall not be held liable for any re-use or modification of the District-owned Work Product for purposes outside this Agreement.

- 18. Fingerprinting of Employees.** As applicable, the Contractor 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 Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor'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 Contractor. Verification of compliance with this section 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.
- 19. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 20. Waiver of Consequential Damages.** In no event, shall District or Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connect with this Agreement.
- 21. Substitutions.** Product substitutions require the prior, express written authorization from an authorized District representative.
- 22. 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.
- 23. Order of Precedence.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral understanding or agreement and any contrary provisions on packing slips, invoices, or other documents submitted by the Contractor. Any conflict or inconsistency among the components of this Agreement shall be resolved by giving precedence in the following order: (1) these Contract Terms and Conditions; (2) Contractor's Proposal; and (3) all other attachments incorporated into the Agreement by reference. No term or condition of this Agreement may be terminated, modified, rescinded, or waived except by a writing signed by both parties. No modification or waiver of this Agreement shall be deemed effected by Contractor's acknowledgment, confirmation or other documentation containing other or different terms. Should any such document from Contractor contain additional or different terms than this Agreement, those terms shall be considered proposals by Contractor which are hereby rejected.
- 24. 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.
- 25. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is: 200 California Street, Suite 400, San Francisco, California.

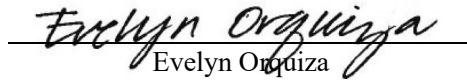
On the date set forth below I served the foregoing document described as **DECLARATION OF DR. ALFONSO JIMÉNEZ IN SUPPORT OF DEFENDANT CULVER CITY UNIFIED SCHOOL DISTRICT'S MOTION FOR SUMMARY JUDGMENT OR ADJUDICATION** on interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ (VIA ELECTRONIC SERVICE) [Code Civ. Proc. Sec. 1010.6; CRC 2.251] by electronic mailing a true and correct copy through DANNIS WOLIVER KELLEY's electronic mail system from eorquiza@DWKesq.com to the email address(es) set forth above, or as stated on the attached service list per agreement in accordance with Code of Civil Procedure section 1010.6 and CRC Rule 2.251. The transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 9, 2025 at San Francisco, California.


Evelyn Orquiza

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Service List

Stephen J. Tomasulo HILL, FARRER & BURRILL LLP One California Plaza 300 S. Grand Avenue, 37th Floor Los Angeles, California 90071-3147 Telephone: 213.620.0460 Fax: 213.624.4840 Email: stomasulo@hillfarrer.com	Attorney for Plaintiff NEW EARTH
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