

**AGENDA OF THE REGULAR MEETING
BOARD OF TRUSTEES
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
325 S. Peck Ave., Manhattan Beach, CA 90266**

**October 6, 2010
Closed Session
6:30 PM Regular Open Session**

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Nancy Bogart, at 310-318-7345, ext. 5902, for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Writings related to a Board meeting agenda item that are distributed to at least a majority of Board members less than 72 hours before a noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District office, 325 S. Peck Avenue, Manhattan Beach, CA 90266. Such writings may also be available on the District's website. (Government Code §54957.5 (b)).

A. CALL TO ORDER (5 minutes)

1. Call to Order
2. Recess to Closed Session
3. Reconvene Open Session (6:30)
4. Pledge of Allegiance
5. Report from Closed Session
6. Approval of Agenda

B. ANNOUNCEMENTS AND COMMUNICATIONS (5 Minutes)

1. Public Comment Regarding Agenda
The purpose of this section is to permit any person in the audience to make a statement to the Board of Trustees on items on the Agenda. Persons are limited to three (3) minutes for their communication, unless the Board deems otherwise. The President will conclude the Public Comment after a reasonable length of time and proceed with the Agenda. The Board may, at its discretion, permit statements on items not on the Agenda, but pertaining to the school district, if appropriate and not an impediment to the efficiency and orderliness of the meeting; no action shall be taken on any item not appearing on the Agenda.
2. A Public Hearing will be held on Resolution 2010-25, regarding the assurance that each pupil in each school in the District has sufficient textbooks or instructional materials, or both, in each subject, that are consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education.
3. Board Member Announcements
4. Sierra Bloodgood and Emily Goldenberg, Student Board Members, will discuss student topics at Mira Costa High School, elementary schools, and events and activities in the District. Dana Sheckter will report on activities at Manhattan Beach Middle School.

C. PRESENTATION/DISCUSSION ITEMS

Members of the audience may request to speak on any item(s), prior to discussion by the Board. Speakers will have one (1) minute to address the Board.

None.

D. PRESENTATION/ACTION ITEMS

Members of the audience may request to speak on any item(s), prior to action by the Board. Speakers will have one (1) minute to address the Board.

None.

E. CONSENT CALENDAR (15 Minutes)

Items included in this section are considered routine and customary school district business. Any Board member or member of the audience may request that any consent item(s) be removed, discussed, and acted upon separately.

General

- | | | |
|----------------------------|----|--|
| Seaton
1-2 | 1. | Approve field trip request from Erika White, girl's volleyball booster club president, to travel to Torrey Pines on October 15-16, 2010 for a tournament. Twelve athletes and two chaperones will travel by automobile and will stay at the Double Tree Inn. One day of school will be missed. There is no cost to the district. |
| Seaton
3-4 | 2. | Approve field trip request from Erika White, girl's volleyball booster club president to travel to Santa Barbara on October 29-30, 2010 for a tournament. Twelve athletes and two chaperones will travel via automobile and will stay at the Best Western Hotel. One day of school will be missed. There is no cost to the district. |
| Seaton
5-8 | 3. | Approve Facility Use Agreement between the Manhattan Beach Unified School District and the Regents of the University of California, UC Irvine Extension, from October 11, 2010, through May 9, 2011, to offer GATE Certificate classes for teachers. |
| Schneider
9-13 | 4. | Ratify District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Megan MacLeod MPT, for Physical Therapy services. Contract is necessary as per a change in services as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2010, through June 30, 2011. Amount not-to-exceed \$8,175.00. This is within the adopted budget for services. No change to overall budget. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11802-5110-0000052. |
| Schneider
14-15 | 5. | Ratify Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Forest Heights Lodge. Contract is necessary per a change in services mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2010, through June 30, 2011. Amount not-to-exceed \$24,429.34. This is an increase of \$10,373.74 and is within the adopted budget for services. No change to overall budget. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5110-0000052. |
| Schneider
16-18 | 6. | Ratify Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with The H.E.L.P. Group, Inc., operating as Pacific Schools, Summit View Westside, Village Glen School, and Village Glen Westside. Amendment is necessary to include language approved by SW SELPA pertaining to |

Section 24 class size applicable only to The H.E.L.P. Group, Inc., and to include a change in placement, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2010, through June 30, 2011. Amount not-to-exceed \$253,291.00. This is an increase of \$48,288.88, and is within the adopted budget for services. No change to overall budget. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5110-0000053.

- Schneider 19-20** 7. Ratify Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Personal Coaching Systems. Contract is necessary per a change in services as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2010, through June 30, 2011. Amount not-to-exceed \$47,059.50. This is an increase of \$24,209.40 and is within the adopted budget for services. No change to overall budget. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5110-0000053.
- Schneider 21-22** 8. Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Albert K.K. Chun, O.D., F.C.O.V.D., to provide vision therapy, as mandated by Individualized Education Plan (IEP), for the period July 1, 2010, through June 30, 2011. The amount is within the adopted budget for services. No change to overall budget. Amount not-to-exceed \$300.00. Funds to be paid from Special Education account, #01.0-65000.0-50010-31400-5850-0000113.
- Schneider 23-24** 9. Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Heather Clare, M.A., OTR/L, Occupational Therapist, to provide Occupational Therapy services, for the period July 1, 2010, through June 30, 2011. The amount is within the adopted budget for services. No change to overall budget. Amount not-to-exceed \$29,540.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-11905-5850-0000113.
- Schneider 25-26** 10. Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Green Door Learning, L.L.C., as mandated by Compromise and Release Agreement finalized on August 2, 2010, to provide educational consultant services, for the period August 2, 2010, through September 30, 2010. The amount is within the adopted budget for services. No change to overall budget. Amount not-to-exceed \$3,150.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-31100-5850-0000113.
- Schneider 27-28** 11. Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Susan H. Norwell, M.A., to provide educational consultant services, as mandated by Individualized Education Plan (IEP), for the period July 1, 2010, through June 30, 2011. The amount is within the adopted budget for services. No change to overall budget. Amount not-to-exceed \$7,200.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-31100-5850-0000113.
- Schneider 29-30** 12. Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with UCLA Behavior Health Services, to provide educational consultant and assessment services, for the period July 1, 2010, through June 30, 2011. The amount is within the adopted budget for services. No change to overall budget. Amount not-to-exceed \$400.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-31200-5850-0000113.

- Schneider 31-36** 13. Ratify the Agreement between Manhattan Beach Unified School District and Administrative Services Cooperative, Inc., for the provision of home to school transportation services, from July 1, 2010, through June 30, 2011. Amount not-to-exceed \$245,000.00. This item is within the adopted budget for transportation. Funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000.
- Schneider 37-39** 14. Ratify the addendum to the Agreement between Manhattan Beach Unified School District and Durham School Services, for the provision of home to school transportation services, from July 1, 2010, through June 30, 2011. Amount not-to-exceed \$285,000.00. This item is within the adopted budget for transportation. Funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000.
- Schneider 40-43** 15. Ratify the Agreement between Manhattan Beach Unified School District and Pawar Transportation, L.L.C., for the provision of home to school transportation services, from July 1, 2010, through June 30, 2011. Amount not-to-exceed \$70,000.00. This item is within the adopted budget for transportation. Funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000.
- Schneider 44-46** 16. Ratify Independent Contractor Agreement for 2010/11 school year between the Manhattan Beach Unified School District, the Manhattan Beach Athletic Foundation, and Coleby Lombardo and Vin' Ash Coaching, to provide drug testing services at Mira Costa High School, for the period July 1, 2010, through June 30, 2011. Fees associated with the provision of the service to be collected by Manhattan Beach Athletic Foundation. There is no cost to District.

Hall **Personnel**

17. Ratify employment of classified personnel at effective dates listed:
- Baldwin, Donna, Staff Secretary, Perm., Food Services, 87.5% time, Range 19, Step 3, effective 09/14/10 (Replacement)
- Finnerty, Sean, Campus Security Staff, Perm., MCHS, 75% time, Range 9, Step 2, effective 09/01/10 (Replacement)
- Siegemund-Broka, Barbara, Library Media Specialist, Perm., Pennekamp, 90% time, Range 16, Step 6, effective 09/15/10 (Replacement)
18. Approve resignation of classified personnel at effective dates listed:
- Long, Holly, EDP Site Supervisor, Pennekamp, effective 10/08/10
Plata, Georgina, Computer Lab Specialist, Meadows, effective 09/30/10
Woods, Pamela, EDP Assistant, Pacific, effective 10/04/10
19. Ratify termination of employee #0539, effective 09/16/10.
20. Ratify leave of absence for classified employees at effective dates as listed:
- Latif, Rukhsana, Special Ed. I.A., MCHS, (Contract article 6) effective 09/01/10 – 09/30/10

21. Ratify change of status of Esslinger, Kimerly, Special Ed. I.A., Perm., 50% time, to 53.12% time, effective 09/16/10 (IEP)
22. Ratify employment of classified personnel to serve as substitutes, district wide, at effective dates listed:
 - Aglizzo, Jennifer, effective 09/08/10
 - Ehrhard, Danielle, effective 09/13/10
 - Hartnell, Seth, effective 09/01/10
 - Parsons, Ryan, effective 09/08/10
23. Ratify change in status for certificated staff as follows:
 - Glassman, Angela (PAC), from Temp. to Perm. (39-month rule), eff. 8/31/10
 - Hands, Grisel (MCHS), from 80% to 100% eff. 9/14/10
 - Ibrahim, Christina (PAC), from Temp. to Prob. 2, eff. 8/31/10
 - Mushet, Jacqueline (GV), from Temp. to Prob. 2, eff. 8/31/10
 - Schell-Richardson, Elizabeth (MBMS), change from 66.44% to 70%, eff. 8/31/10
 - Smith, Juliet (PK), from Col.4, Step 8, to Col. 5, Step 8, eff. 8/31/10
 - Sybesma, Samuel (MCHS), from 80% to 100% eff. 9/14/10
 - Windes, Tracey (PK), from Temp. to Prob. 2, eff. 8/31/10
 - Witlin, Cailin (PAC), from Temp. to Prob. 2, eff. 8/31/10
 - Vanick, Cheryl (ME), from Temp. to Prob. 2, eff. 8/31/10
24. Ratify leave of absence for Michelle Moreno (Pk), per MBUTA Contract Article #11.9, #11.10, #11.18 from 8/31/10 through 10/12/10 (revised).

Business

- 47-48 25. Accept Williams Quarterly Report.

F. PUBLIC AND STAFF SUBMITTED ITEMS

(This section includes topics submitted in writing by citizens, staff, or students ten (10) working days prior to the Board meeting, by 12:00 noon, [MBUSD Board Bylaw 9322, Agenda/Meeting Materials]. Each person submitting a topic will be allocated a maximum of three (3) minutes in which to address the Board. Some topics may be given additional time, at the Board's discretion. This section of the agenda does not take the place of the public comment section, which follows later. The requirement for advance submission of topics allows for better agenda planning, improved staff response and eliminates the Brown Act restriction against Board discussion of unagendized topics that would otherwise exist.)

None.

G. BOARD BUSINESS (5 Minutes)

- Matthews** 1. Adopt revised Board Bylaw and accept new Exhibit 9270, Conflict of Interest.
49-66
- Matthews** 2. Receive for review revised Administrative Regulation 3516.2, Bomb Threats.
67-70
- Matthews** 3. Adopt revised Board Policy 1150, Commendations and Awards and delete
71-74 Administrative Regulation 1150, Commendations and Awards.

- Matthews
75-79** 4. Adopt revised Board Policy 1250, Visitors/Outsiders, and review Administrative Regulation 1250, Visitors/Outsiders.
- Seaton
80-83** 5. Delete Board Policy 5145.8, Refusal to Harm or Destroy Animals, and review revised Administrative Regulation 5145.8, Refusal to Harm or Destroy Animals.
- Schneider
84-88** 6. Receive for Board adoption new Board Policy 3555, Nutrition Program Compliance.
- Schneider
89-105** 7. Adopt revised Board Policy 6158, Independent Study and review revised Administrative Regulation 6158, Independent Study.
- Romines
106-108** 8. Ratify appointment of Jim Sepanek to fill the vacant position on the Bond Oversight Committee.
9. Approve minutes of the regular Board meeting of September 15, 2010.

H. SUPERINTENDENT/CABINET REPORT (20 Minutes)

1. Physical Education Testing
2. BCHD Vitality City
3. Manhattan Beach Chamber of Commerce
4. State Budget Update

I. PUBLIC COMMENTS (5 minutes)

As a courtesy, please complete the Public Comment card and give it to the Recorder before the beginning of this meeting. You will have three (3) minutes to speak.

J. ITEMS FOR FUTURE DISCUSSION/ACTION

K. ADJOURNMENT

CLOSED SESSION AGENDA
October 6, 2010

1. Conference with real property negotiators for property located at 1401 Artesia Boulevard, Manhattan Beach, CA, 90266. (Government Code section 54954.5)
2. Conference with Legal Counsel - Existing Litigation, pursuant to subdivision (a) of Government Code Section 54956.9. Case no. 2010090424.
3. Conference with district labor negotiator Steve Romines regarding CSEA negotiations, per Government Code section 54957.6.

Adopted Goals of the Board of Trustees for 2010-2011

- Examine our existing academic programs and explore best practices that may have potential for our students
- Maintain transparent, responsible, focused and collaborative budgetary and financial practices
- Develop excellent communication practices with our employees and our community
- Celebrate and enhance the excellence of Mira Costa High School.

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
CALENDAR OF EVENTS**

(Note: These dates are subject to change)

OCTOBER

October 6, 2010, 6:30 PM
Board Meeting

October 20, 2010, 6:30 PM
Board Meeting

NOVEMBER

November 3, 2010, 6:30 PM
Board Meeting

November 11, 2010
Veteran's Day Holiday

November 17, 2010, 6:30 PM
Board Meeting

November 22-26, 2010
Thanksgiving Recess

DECEMBER

December 8, 2010, 6:30 PM
Board Meeting

December 20-31, 2010
Winter Recess

JANUARY

January 12, 2011, 6:30 PM
Board Meeting

January 17, 2011
MLK Holiday

FEBRUARY

February 2, 2011, 6:30 PM
Board Meeting

February 16, 2011, 6:30 PM
Board Meeting

February 21-25, 2011
District Recess

E. CONSENT CALENDAR

1. **TITLE:** Field Trip Request from Mira Costa High School Girls' Volleyball Team

BACKGROUND: Attached is a field trip request for the girls' volleyball team to travel to Torrey Pines on October 15-16, 2010, for a tournament. Twelve athletes and two chaperones will travel via automobile and will stay at the Double Tree Inn. One day of school will be missed. There is no cost to the district.

ACTION RECOMMENDED: Approval is requested.

SUBMITTED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF MEETING: October 6, 2010

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
OVERNIGHT FIELD TRIP REQUEST FORM

Name of Person Requesting Approval: Erika White Your Position: Brnk Clak Pcs - Brnk Vball
Your Location/School Site: MCHS Your Work Telephone: 310 5456678

Name/Grade Level(s) of Class Participating: Girls Volleyball Team

Dates of Travel: from Oct 15 to Oct 16

Name of Destination: Torrey Pines High School - California Challenge

Destination Address: 3710 Del Mar Heights Rd, JSD 92130

Destination Phone Number: 858-755-0125

Name of Contact Person at Destination: _____

Reason for Travel/Educational Goal: Volleyball Tournament

Number of Students Attending: Male: _____ Female: 12

*Number of Chaperones: Male: 1 Female: 1 + 2 coaches

Complete Name and Phone Number of Each Chaperone (use additional page if necessary):

1. Rita Charus _____
2. Ron Charus _____
3. _____
4. _____
5. _____

A Completed and signed *Chaperone Guidelines Agreement* for each chaperone must be attached to this request form upon submission to the Board of Trustees. *There must be a minimum of two adult chaperones (one male and one female), unless all travelers are of the same gender. There must be one adult chaperone for each 10 students of the same gender. If the trip involves water activities, the ratio of chaperones shall be revised to ensure closer supervision of elementary grade students appropriate to their age.

Name of Travel Agency: _____ Contact: _____

(Proof of Insurance must accompany this form.)

Address: _____ City/State/Zip/Phone: _____

Method of Transportation (be specific): Personal cars

Name and Address of Hotel (be specific): DoubleTree Del Mar - 11915 El Camino Real

How Many Days of School Will Be Missed? 1 List School Dates Missed: 10/15 8D

Will Student Participate in Water Sports, Rock Climbing or Other Hazardous Activities? NO 9213

If so, what type? _____

Will scholarships be provided? NO Will any cost (including sub costs) be borne by the district? NO If so, why? _____

Account Number to be Charged: _____

Board approval must be obtained before any deposits are made. Please submit your request at least 3-4 months in advance of the travel. The Board will not approve travel when the request form is incomplete. If you have additional information, please attach it to this request form. This form must be signed by the principal and the Executive Director-Educational Services prior to being submitted to the Superintendent's Office.

Signatures: Your Signature: [Signature] Principal: [Signature]

Exec. Dir, Ed. Svcs: [Signature] Clerk, Board of Trustees: _____

Exhibit version: May 21, 2008 MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Manhattan Beach, California

E. CONSENT CALENDAR

2. **TITLE:** Field Trip Request from Mira Costa High School Girls' Volleyball Team

BACKGROUND: Attached is a field trip request for the girls' volleyball team to travel to Santa Barbara on October 29-30, 2010, for a tournament. Twelve athletes and two chaperones will travel via automobile and will stay at the Best Western Hotel. One day of school will be missed. There is no cost to the district.

ACTION RECOMMENDED: Approval is requested.

SUBMITTED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF MEETING: October 6, 2010

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
OVERNIGHT FIELD TRIP REQUEST FORM

Name of Person Requesting Approval: Erika White Your Position: Brick Club Pos - Girl Vball
Your Location/School Site: MCTS Your Work Telephone: 310 5456678

Name/Grade Level(s) of Class Participating: Girls Volleyball Team
Dates of Travel: from Oct 29 to Oct 30
Name of Destination: Santa Barbara High
Destination Address: 700 E Anapamu St. SB 93103
Destination Phone Number: 805 - 966 - 9101

Name of Contact Person at Destination: _____
Reason for Travel/Educational Goal: Volleyball Tournament

Number of Students Attending: Male: _____ Female: 12
*Number of Chaperones: Male: 1 Female: 1 + 2 coaches

- Complete Name and Phone Number of Each Chaperone (use additional page if necessary):
- Bob Bain _____
 - Vesna Bain _____
 - _____
 - _____
 - _____

A Completed and signed *Chaperone Guidelines Agreement* for each chaperone must be attached to this request form upon submission to the Board of Trustees. *There must be a minimum of two adult chaperones (one male and one female), unless all travelers are of the same gender. There must be one adult chaperone for each 10 students of the same gender. If the trip involves water activities, the ratio of chaperones shall be revised to ensure closer supervision of elementary grade students appropriate to their age.

Name of Travel Agency: _____ Contact: _____
(Proof of Insurance must accompany this form.)
Address: _____ City/State/Zip/Phone: _____

Method of Transportation (be specific): Personal Cars
Name and Address of Hotel (be specific): Best Western Carpinteria 4558 Carpinteria Ave
How Many Days of School Will Be Missed? 1 List School Dates Missed: 10/29 Car.
Will Student Participate in Water Sports, Rock Climbing or Other Hazardous Activities? no 93013
If so, what type? _____
Will scholarships be provided? no Will any cost (including sub costs) be borne by the district? no If so, why? _____

Account Number to be Charged: _____
Board approval must be obtained before any deposits are made. Please submit your request at least 3-4 months in advance of the travel. The Board will not approve travel when the request form is incomplete. If you have additional information, please attach it to this request form. This form must be signed by the principal and the Executive Director-Educational Services prior to being submitted to the Superintendent's Office.

Signatures: _____
Your Signature: Erika White Principal: [Signature]
Exec. Dir, Ed. Svcs: Carolyn Seaton Clerk, Board of Trustees: _____

Exhibit
version: May 21, 2008

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Manhattan Beach, California

E. CONSENT CALENDAR

3. **TITLE:** Facility Use Agreement between the Manhattan Beach Unified School District and the Regents of the University of California

BACKGROUND: Since the summer of 2007, MBUSD has participated in a partnership with the University of California, Irvine Extension Program to offer GATE certificate classes for teachers on MBUSD premises. In the past, there has been an informal understanding that UC Irvine Extension will not be charged a fee for use of MBUSD facilities when providing GATE instruction for MBUSD teachers. As of the summer of 2009, representatives from UC Irvine Extension have asked to make the facility use agreement formal via a contract. The current contract is reflective of the GATE courses that are being offered during the 2010-2011 school year.

FISCAL IMPACT: None.

ACTION RECOMMENDED: Approve the Facility Use Agreement between the Manhattan Beach Unified School District and the Regents of the University of California.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: October 6, 2010

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

**FACILITY USE AGREEMENT
THE REGENTS AS LICENSEE**

THIS AGREEMENT dated September 14, 2010, ("Effective Date") is by and between Manhattan Beach Unified School District ("MBUSD") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University").

WHEREAS, MBUSD is the owner of certain real property described as follows: Manhattan Beach Unified School District Offices located at 325 S. Peck Avenue, Manhattan Beach, CA 90266 and

WHEREAS, University seeks to enter and use the following described portion of MBUSD's real property located at 325 S. Peck Avenue, Manhattan Beach, CA 90266 ("Premises") for educational, research or public service purposes,

NOW, THEREFORE, MBUSD and University hereby agree as follows:

ARTICLE 1 - GRANT OF LICENSE

1.1 **Grant**. MBUSD hereby grants to University and to its agents, employees, guests and invitees an exclusive, revocable license to enter and use the Premises for the purposes, and at the times, set forth in Article 3, below.

1.2 **Condition of Premises**. MBUSD is not aware of any condition in, on, or about the Premises which constitutes a hazard to the safety of any occupant or which violates any governmental law or ordinance intended to protect human safety. Other than as set forth above, University accepts the Premises "as is".

ARTICLE 2 - TERM

The term of this Agreement shall be for the period from October 11, 2010 to May 9, 2011 ("Term"). However, either party may terminate this Agreement at any time by giving ten (10) days' written notice to the other.

ARTICLE 3 - USE OF PREMISES

3.1 **University Uses**. The University shall use the Premises as follows: Classroom instruction for our GATE Certification Program.

3.2 **Time of Use**. The University's use of the Premises shall be at the following times and days of the week:

Teaching Critical Thinking
EDUC_X372.93
Monday, October 11, 2010 – 8 a.m. – 4 p.m.

How the Brain Learns

EDUC_X372.95

Monday, October 18, 2010 – 4 p.m. – 7:30 p.m.

Monday, October 25, 2010 – 4 p.m. – 7:30 p.m.

Monday, November 8, 2010 – 4 p.m. – 7:30 p.m.

Monday, November 15, 2010 – 4 p.m. – 7:30 p.m.

Monday, November 29, 2010 – 4 p.m. – 7:30 p.m.

Social Emotional Needs of the Gifted

EDUC_X372.23

Monday, December 6, 2010 – 4:30 p.m. – 8:30 p.m.

Monday, December, 13, 2010 – 4:30 p.m. – 8:30 p.m.

Learning Styles

EDUC_X372.94

Monday, January 24, 2011 – 4 p.m. – 7:30 p.m.

Monday, January 31, 2011 – 4 p.m. – 7:30 p.m.

Monday, February 7, 2011 – 4 p.m. – 7:30 p.m.

Monday, February 14, 2011 – 4 p.m. – 7:30 p.m.

Monday, February 28, 2011 – 4 p.m. – 7:30 p.m.

Differentiated Instruction for the Gifted

EDUC_X372.3

Monday, March 7, 2011 – 5 p.m. – 8 p.m.

Monday, March 14, 2011 – 5 p.m. – 8 p.m.

Monday, March 21, 2011 – 5 p.m. – 8 p.m.

Monday, March 28, 2011 – 5 p.m. – 8 p.m.

Monday, April 11, 2011 – 5 p.m. – 8 p.m.

Monday, April 18, 2011 – 5 p.m. – 8 p.m.

Monday, April 25, 2011 – 5 p.m. – 8 p.m.

Monday, May 2, 2011 – 5 p.m. – 8 p.m.

Monday, May 9, 2011 – 5 p.m. – 8 p.m.

ARTICLE 4 - CONSIDERATION

No compensation will be paid to MBUSD from the University for the use of Premises.

ARTICLE 5 - INDEMNIFICATION

5.1 **MBUSD's Obligation.** MBUSD shall indemnify, defend, and hold harmless University, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of MBUSD, its officers, agents, partners or employees.

5.2 University's Obligation. University shall indemnify, defend and hold harmless MBUSD, its officers, agents, partners and employees, from and against any Claims arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

ARTICLE 6 – INSURANCE

6. Insurance.

6.1 MBUSD's Insurance. MBUSD, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

- A. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:
Each Occurrence \$1,000,000

6.2 University's Insurance. University, at its sole cost and expense, shall self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

- A. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:
Each Occurrence \$1,000,000

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement as of the date first written above.


MBUSD:


UNIVERSITY:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Name: _____ Date _____
Title: _____

 9/15/10
Jane Welgan Date
Associate Dean, UC Irvine Extension

 7/21/10
Harry Gunther Date
Director, Materiel and Risk Management

E. CONSENT CALENDAR

4. **TITLE:** District Master Contract for 2010/11 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Megan MacLeod , Physical Therapist (MPT).

BACKGROUND: It is necessary to establish a District Master Contract for NPA physical therapy services with Megan MacLeod MPT, as per a change in services as mandated by Individualized Education Plan (IEP).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from July 1, 2010, through June 30, 2011.

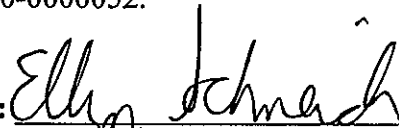
FINANCIAL IMPACT:

Not to exceed \$8,175.00.

This is within the adopted budget for services. No change to overall budget. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5110-0000052.

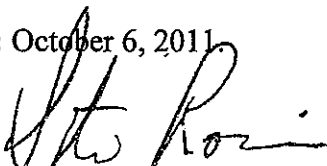
ACTION RECOMMENDED: Ratify District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Megan MacLeod MPT, for Physical Therapy services. Contract is necessary as per a change in services as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2010, through June 30, 2011. Amount not to exceed \$8,175.00. This is within the adopted budget for services. No change to overall budget. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11802-5110-0000052.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2011

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

2010-2011

CONTRACT NUMBER:
S11-M093

LEA: *Manhattan Beach Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Megan MacLeod MPT – 1A-19-229

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 6th day of October, 2010, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and MacLeod, Megan MPT hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, CONTRACTOR shall submit to LEA an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each providers license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired,

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2010 and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provide herein.

CONTRACTOR,

Megan MacLeod MPT
Nonpublic School/Agency

School
District

Manhattan Beach Unified School District

By: _____

Signature Date
Megan MacLeod MPT

By: _____

Ellyn Schneider, Date
Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

Megan MacLeod MPT

Name

Megan MacLeod MPT

Nonpublic School/Agency/Related Service Provider

4562 Marloma Drive

Address

Rolling Hills CA 90274

City State Zip

(310) 809-7971

Phone

Fax

Email: bmacleod1@cox.net

Notices to LEA shall be addressed to:

Ellyn Schneider,

Executive Director of Student Services

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5913 (310) 303-3826

Phone

Fax

eschneider@mbusd.org

Email

**Additional LEA Notification
(Required if completed)**

Tracy Angle, Accounting Specialist - MBUSD

Name and Title

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5927 (310) 303-3826

Phone

Fax

tangle@mbusd.org

Email

EXHIBIT A: RATES

CONTRACTOR Megan MacLeod MPT **CONTRACTOR NUMBER** NEW 2010-2011
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \$8,175.00
 Total LEA enrollment may not exceed 2

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip		
b. Transportation – One Way		
c. Transportation-Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Psychological Services		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech - Consultation Rate		
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy - Consultation Rate		
(9) Physical Therapy	85.00	Per Hour
(10) a. Behavior Intervention – BII		
b. Behavior Intervention – BID		
(11) Nursing Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

E. CONSENT CALENDAR

5. **TITLE:** Amendment to District Master Contract for 2010/11 School Year for Nonsectarian, Nonpublic School (NPS) Services with Forest Heights Lodge.

BACKGROUND: It is necessary to amend District Master Contract for NPS Services with Forest Heights Lodge, per a change in services as mandated by Individualized Education Plan (IEP).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:


Not to exceed \$24,429.34.

This is an increase of \$10,373.74, and is within the adopted budget for services. No change to overall budget.

Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5110-0000052.

ACTION RECOMMENDED: Ratify Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Forest Heights Lodge. Contract is necessary per a change in services mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2010, through June 30, 2011. Amount not to exceed \$24,429.34. This is an increase of \$10,373.74 and is within the adopted budget for services. No change to overall budget. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5110-0000052.

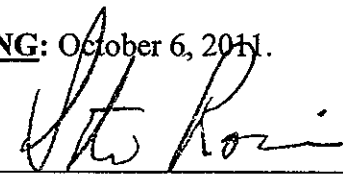
PREPARED BY:



Elyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2011.

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

**AMENDMENT TO A GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL / AGENCY SERVICES**
(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **September 15, 2010**, effective July 1, 2010 through June 30, 2011, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Forest Heights Lodge**, hereinafter referred to as the "Contractor," located at P.O. Box 789, Evergreen, CO, 80437-0789, is hereby amended effective July 1, 2010, and ratified on , **October 6, 2010** as follows:

Payment under this contract may not exceed \$24,429.34

	<u>Rate</u>	<u>Period</u>
A. Basic Education Program/Special Education Instruction	110.54	Per Day

- CONTRACTOR -

- DISTRICT -

Forest Heights Lodge
Name of Non-Public School/Agency

Manhattan Beach Unified School District

By _____
Contracting Officer's Signature

by _____
Signature

Linda Clefisch, Executive Director

Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. CONSENT CALENDAR

6. **TITLE:** Amendment to District Master Contract for 2010/11 School Year for Nonsectarian, Nonpublic School (NPS) Services with The H.E.L.P. Group, Inc., operating as Pacific Schools, Summit View Westside, Village Glen Schools, and Village Glen Westside.

BACKGROUND: It is necessary to amend District Master Contract for NPS Services with The H.E.L.P. Group, Inc., to include language approved by SW SELPA pertaining to Section 24 Class Size applicable only to The H.E.L.P. Group, Inc., and to include a change in placement, as mandated by Individualized Education Plan (IEP).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to exceed \$253,291.00.

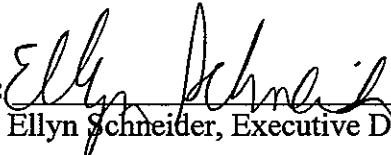
This is an increase of \$48,288.88, and is within the adopted budget for services.

No change to overall budget.

Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5110-0000053.

ACTION RECOMMENDED: Ratify Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with The H.E.L.P. Group, Inc., operating as Pacific Schools, Summit View Westside, Village Glen School, and Village Glen Westside. Amendment is necessary to include language approved by SW SELPA pertaining to Section 24 class size applicable only to The H.E.L.P. Group, Inc., and to include a change in placement, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2010, through June 30, 2011. Amount not to exceed \$253,291.00. This is an increase of \$48,288.88. No change to overall budget. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5110-0000053.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: June 16, 2010

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

**AMENDMENT TO A GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL / AGENCY SERVICES**
(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **September 15, 2010**, effective July 1, 2010 through June 30, 2011, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **The H.E.L.P. Group, Inc. dba Pacific Schools, Summit View Westside School, Village Glen School, and Village Glen Westside School**, hereinafter referred to as the "Contractor," located at 13130 Burbank Blvd., Sherman Oaks, Ca 91401, is hereby amended effective September 21, 2010, and ratified on , **October 6, 2010** as follows:

EXHIBIT A: RATES

Payment under this contract may not exceed **\$253,291.00**
Total LEA enrollment may not exceed **4**

B. Related Services

(1) b. Transportation – Round Trip - Village Glen School **\$90.00** Per Day

- CONTRACTOR -

- DISTRICT -

The H.E.L.P. Group, Inc.
Db a Pacific School, Summit View
Westside School , Village Glen School,
and Village Glen Westside School
Name of Non-Public School/Agency

Manhattan Beach Unified School District

By _____
Contracting Officer's Signature
Carol Coelho, Contract Administrator

by _____
Signature
Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

**SOUTHWEST SPECIAL EDUCATION LOCAL PLAN AREA
1401 INGLEWOOD AVENUE
REDONDO BEACH, CA 90278
PHONE: (310) 798-2731 FAX: (310) 798-2978**

Amendment to Master Contract for the following Certified Nonpublic Schools for the 2010-11 fiscal year:

The Help Group Schools:

- Bridgeport School – Sherman Oaks
- Coldwater Canyon Prep Program – Valley Glen
- Pacific Schools – Van Nuys
- Summit View School – Culver City
- Summit View School – Valley Glen
- Sunrise School for Autism & Developmental Disabilities – Sherman Oaks
- Village Glen School – Culver City
- Village Glen School – Sherman Oaks
- Young Learners Preschool for Autism – Culver City
- Young Learners Preschool for Autism – Sherman Oaks

Amendment to the Master Contract, Section 24 Class Size.

Change first section to read as follows:

When contractor is a nonpublic school, Contractor shall ensure that class size shall not exceed a ratio of one teacher per thirteen (13) students. Upon written approval as coordinated by the Greater Los Angeles Area SELPAs and assigned SELPA Directors, class size may be temporarily increased by a ratio of one teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to these students.

The parties hereto have executed the Amendment as part of the Master Contract by and through their duly authorized agents and representative. This Amendment is effective on the 1st day of July, 2010 and terminates at 5:00 pm on June 30, 2011, unless sooner terminated as provided by the Master Contract.

Contractor _____

Date _____

Name _____

Title _____

School Director _____

Date _____

Name _____

Title _____

E. CONSENT CALENDAR

7. **TITLE:** Amendment to District Master Contract for 2010/11 School Year for Nonsectarian, Nonpublic School (NPS) Services with Personal Coaching Systems.

BACKGROUND: It is necessary to amend District Master Contract for NPS Services with Personal Coaching Systems, per a change in services as mandated by Individualized Education Plan (IEP).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

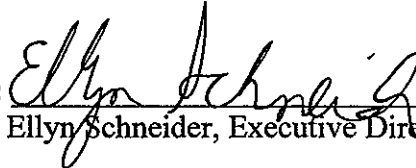
Not to exceed \$47,059.50.

This is an increase of \$24,209.40, and is within the adopted budget for services. No change to overall budget.

Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5110-0000053.

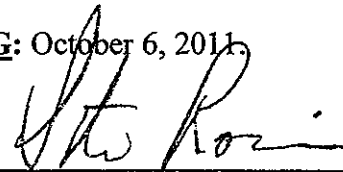
ACTION RECOMMENDED: Ratify Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Personal Coaching Systems. Contract is necessary per a change in services as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2010, through June 30, 2011. Amount not to exceed \$47,059.50. This is an increase of \$24,209.40 and is within the adopted budget for services. No change to overall budget. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5110-0000053.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2011

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

**AMENDMENT TO A GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL / AGENCY SERVICES**
(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **September 15, 2010**, effective July 1, 2010 through June 30, 2011, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Personal Coaching Systems**, hereinafter referred to as the "Contractor," located at 17800 S. Main Street, Suite 100, Gardena, Ca 90248, is hereby amended effective July 1, 2010, and ratified on , **October 6, 2010** as follows:

Payment under this contract may not exceed **\$47,059.50**

- CONTRACTOR -

- DISTRICT -

Personal Coaching Systems
Name of Non-Public School/Agency

Manhattan Beach Unified School District

By _____
Contracting Officer's Signature

Jennifer Kelley, Principal

by _____
Signature

Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. CONSENT CALENDAR

8. **TITLE:** Student Services Special Employment Agreement for 2010/11 School Year with Albert K.K. Chun, O.D., F.C.O.V.D.

BACKGROUND: An agreement is needed between the District and Albert K.K. Chun, O.D., F.C.O.V.D., to provide vision therapy, as mandated by Individualized Education Plan (IEP). Contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to exceed \$300.00.


The amount is within the adopted budget for services.

No change to overall budget.

Funds to be paid from Special Education account,
#01.0-65000.0-50010-31400-5850-0000113.

ACTION RECOMMENDED: Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Albert K.K. Chun, O.D., F.C.O.V.D., to provide vision therapy, as mandated by Individualized Education Plan (IEP), for the period July 1, 2010, through June 30, 2011. The amount is within the adopted budget for services. No change to overall budget. Amount not to exceed \$300.00. Funds to be paid from Special Education account, #01.0-65000.0-50010-31400-5850-0000113.

PREPARED BY:



Elynn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2010.

Approved by: _____


Steve Romines, Asst. Superintendent of Administrative Services

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SPECIAL EMPLOYMENT
AGREEMENT FOR SERVICES**

WHEREAS, It is the desire of the Governing Board of the Manhattan Beach Unified School District to employ or use the services of Albert K.K. Chun, O.D., F.C.O.V.D. social security or Tax I.D. number _____ in the Special Education Department, and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate education program and will supplement assistance by the State and County authorities and not replace such assistance:

WITNESSETH:

THEREFORE, this agreement is made and entered into the 6th day of October, 2010, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called: Consultant and located at: 3537 Torrance Blvd., Suite 18, Torrance, Ca 90503

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Consultant to assist with special education Vision Therapy.

This service does X does not _____ require direct contact with students.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the service(s) to be rendered, the District agrees to pay \$95.00 per 45min. therapy session; 2x / year, plus \$50.00 for the evaluation report. Not to Exceed \$300.00

DATE(S) OF SERVICE

Said person/agency agrees to render service(s) on the following date(s) stated below:

From July 1, 2010 through June 30, 2011, under the direction of the Executive Director of Student Services. This agreement may be terminated by either parties with twenty (20) days written notice.

This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-50010-31400-5850-0000113

Account Number

Albert K.K. Chun, O.D., F.C.O.V.D.
Provider of Service/Consultant

Vision Therapy

Ellyn Schneider,
Executive Director of Student Services

E. CONSENT CALENDAR

9. **TITLE:** Student Services Special Employment Agreement for 2010/11 School Year with Heather Clare, M.A., OTR/L, Occupational Therapist.

BACKGROUND: An agreement is needed between the District and Heather Clare, M.A., OTR/L, Occupational Therapist, to provide Occupational Therapy services, for the period July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to exceed \$29,540.00.

The amount is within the adopted budget for services.

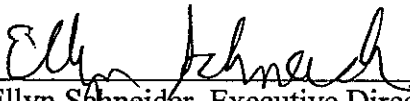
No change to overall budget.

Funds to be paid from Special Education account,

#01.0-65000.0-57500-11905-5850-0000113.

ACTION RECOMMENDED: Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Heather Clare, M.A., OTR/L, Occupational Therapist, to provide Occupational Therapy services, for the period July 1, 2010, through June 30, 2011. The amount is within the adopted budget for services. No change to overall budget. Amount not to exceed \$29,540.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-11905-5850-0000113.

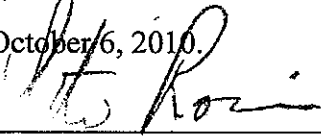
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2010.

Approved by: _____


Steve Romines, Asst. Superintendent of Administrative Services

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SPECIAL EMPLOYMENT
AGREEMENT FOR SERVICES**

WHEREAS, It is the desire of the Governing Board of the Manhattan Beach Unified School District to employ or use the services of Heather Clare, Occupational Therapist
Soc Sec or Tax I.D. number _____ in the Student Services Department, and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate education program and will supplement assistance by the State and County authorities and not replace such assistance:

WITNESSETH:

THEREFORE, this agreement is made and entered into the 6th day of October, 2010, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called Consultant and located at: 23930 Ocean Avenue, #143, Torrance, Ca 90505

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Occupational Therapy

This service does X does not _____ require direct contact with students.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the service(s) to be rendered, the District agrees to pay \$70.00 per hour;
approx. 10 hr/week. Total Not to Exceed \$29,540.00.

DATE(S) OF SERVICE

Said person/agency agrees to render service(s) on the following date(s) stated below:
From July 1, 2010, through June 30, 2011, under the direction of the Executive Director of Student Services.

The services will be provided in accordance to the District 2010 - 2011 academic calendar.

This agreement may be terminated by either party with twenty (20) days written notice. This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-57500-11905-5850-0000113
Account Number

Heather Clare, OT
Provider of Service/Consultant

Occupational Therapy
Program

Ellyn Schneider,
Executive Director of Student Services

E. CONSENT CALENDAR

10. **TITLE:** Student Services Special Employment Agreement for 2010/11 School Year with Green Door Learning, L.L.C..

BACKGROUND: An agreement is needed between the District and Green Door Learning, L.L.C., as mandated by a Compromise and Release Agreement finalized on August 2, 2010, to provide educational consultant services, for the period August 2, 2010, through September 30, 2010.

FINANCIAL IMPACT:

Not to exceed \$3,150.00.

The amount is within the adopted budget for services.

No change to overall budget.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-31100-5850-0000113.

ACTION RECOMMENDED: Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Green Door Learning, L.L.C., as mandated by Compromise and Release Agreement finalized on August 2, 2010, to provide educational consultant services, for the period August 2, 2010, through September 30, 2010. The amount is within the adopted budget for services. No change to overall budget. Amount not to exceed \$3,150.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-31100-5850-0000113.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2010.

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SPECIAL EMPLOYMENT
AGREEMENT FOR SERVICES**

WHEREAS, It is the desire of the Governing Board of the Manhattan Beach Unified School District to employ or use the services of Green Door Learning, LLC
Soc Sec or Tax I.D. number _____ in the Student Services Department, and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate education program and will supplement assistance by the State and County authorities and not replace such assistance:

WITNESSETH:

THEREFORE, this agreement is made and entered into the 6th day of October, 2010, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called Consultant and located at: 12301 Wilshire Blvd., Suite 510, Los Angeles, Ca 90025

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Educational Therapy

This service does X does not _____ require direct contact with students.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the service(s) to be rendered, the District agrees to pay \$75.00 per hour for (42) hrs of individual tutoring. Total Not to Exceed \$3,150.00.

DATE(S) OF SERVICE

Said person/agency agrees to render service(s) on the following date(s) stated below:
From August 2, 2010, through September 30, 2010, under the direction of the Executive Director of Student Services.

The services will be provided in accordance to the District 2010 - 2011 academic calendar.

This agreement may be terminated by either party with twenty (20) days written notice. This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-57500-31100-5850-0000113

Account Number

Green Door Learning, LLC
Provider of Service/Consultant

Educational Therapy
Program

Ellyn Schneider,
Executive Director of Student Services

E. CONSENT CALENDAR

11. **TITLE:** Student Services Special Employment Agreement for 2010/11 School Year with Susan H. Norwell, M.A.

BACKGROUND: An agreement is needed between the District and Susan H. Norwell, M.A., to provide educational consultant services, as mandated by Individualized Education Plan (IEP), for the period July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to exceed \$7,200.00.

The amount is within the adopted budget for services.

No change to overall budget.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-31100-5850-0000113.

ACTION RECOMMENDED: Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Susan H. Norwell, M.A., to provide educational consultant services, as mandated by Individualized Education Plan (IEP), for the period July 1, 2010, through June 30, 2011. The amount is within the adopted budget for services. No change to overall budget. Amount not to exceed \$7,200.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-31100-5850-0000113.

PREPARED BY: 

Elynn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2010.

Approved by: 

Steve Romines, Asst. Superintendent of Administrative Services

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SPECIAL EMPLOYMENT
AGREEMENT FOR SERVICES**

WHEREAS, It is the desire of the Governing Board of the Manhattan Beach Unified School District to employ or use the services of Susan H. Norwell, M.A., Educational Consultant
Soc Sec or Tax I.D. number _____ in the Student Services Department, and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate education program and will supplement assistance by the State and County authorities and not replace such assistance:

WITNESSETH:

THEREFORE, this agreement is made and entered into the 6th day of October, 2010, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called Consultant and located at: 2434 Palazzo Court, Buffalo Grove, IL 60089

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Educational Consultation

This service does X does not _____ require direct contact with students.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the service(s) to be rendered, the District agrees to pay \$150.00 per hour for 1 hour per month, or 12 hours per year for phone consultation; 3 visits: max of 6 hrs/day up to 2 days/visit = 12 hrs/visit or 36 total hours for visits per year.

Maximum of 48 total hours, Not to Exceed \$7,200.00.

DATE(S) OF SERVICE

Said person/agency agrees to render service(s) on the following date(s) stated below:

From July 1, 2010, through June 30, 2011, under the direction of the Executive Director of Student Services.

The services will be provided in accordance to the District 2010 - 2011 academic calendar.

This agreement may be terminated by either party with twenty (20) days written notice. This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-57500-31100-5850-0000113

Account Number

Susan H. Norwell, M.A.

Provider of Service/Consultant

Educational Consultation

Program

Ellyn Schneider,

Executive Director of Student Services

E. CONSENT CALENDAR

12. **TITLE:** Student Services Special Employment Agreement for 2010/11 School Year with UCLA Behavior Health Services.

BACKGROUND: An agreement is needed between the District and UCLA Behavior Health Services, to provide educational consultant and assessment services, for the period July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to exceed \$400.00.

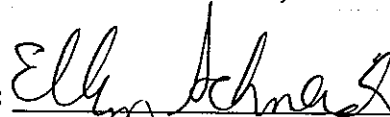
The amount is within the adopted budget for services.

No change to overall budget.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-31200-5850-0000113.

ACTION RECOMMENDED: Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with UCLA Behavior Health Services, to provide educational consultant and assessment services, for the period July 1, 2010, through June 30, 2011. The amount is within the adopted budget for services. No change to overall budget. Amount not to exceed \$400.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-31200-5850-0000113.

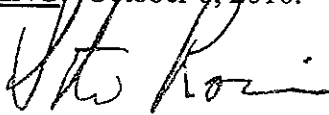
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2010.

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SPECIAL EMPLOYMENT
AGREEMENT FOR SERVICES**

WHEREAS, It is the desire of the Governing Board of the Manhattan Beach Unified School District to employ or use the services of UCLA Behavior Health Services
Soc Sec or Tax I.D. number _____ in the Student Services Department, and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate education program and will supplement assistance by the State and County authorities and not replace such assistance:

WITNESSETH:

THEREFORE, this agreement is made and entered into the 6th day of October, 2010, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called Consultant and located at: 300 Medical Plaza, Suite 1100, Los Angeles, Ca 90095

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s):
Educational Consultation, Evaluation and Assessment

This service does X does not _____ require direct contact with students.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the service(s) to be rendered, the District agrees to pay \$400.00 for an evaluation and assessment.
Not to Exceed \$400.00.

DATE(S) OF SERVICE

Said person/agency agrees to render service(s) on the following date(s) stated below:
From July 1, 2010, through June 30, 2011, under the direction of the Executive Director of Student Services.
The services will be provided in accordance to the District 2010 - 2011 academic calendar.
This agreement may be terminated by either party with twenty (20) days written notice. This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-57500-31200-5850-0000113
Account Number

UCLA Behavior Health Services
Provider of Service/Consultant

Educational Consultation, Evaluation & Assessment
Program

Ellyn Schneider,
Executive Director of Student Services

E. **CONSENT CALENDAR**

13. **TITLE:** Independent Contractor Agreement for the Provision of Transportation Services between Administrative Services Cooperative, Inc. and the District.

BACKGROUND: The District is under contract with Durham Transportation for home to school transportation services. In some circumstances, it is more cost effective to transport students by taxi, with Administrative Services Cooperative, Inc. Contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to exceed \$245,000.00.

This item is within the adopted budget for transportation.

Funds to be paid from Transportation of Pupil account,
#01.0-65000.0-57500-36000-5812-0000000.

ACTION RECOMMENDED: Ratify the Agreement between Manhattan Beach Unified School District and Administrative Services Cooperative, Inc., for the provision of home to school transportation services, from July 1, 2010, through June 30, 2011. Amount not to exceed \$245,000.00. This item is within the adopted budget for transportation. Funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2011.

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into as of July 1, 2010 between Administrative Services Cooperative ("Contractor") and Manhattan Beach Unified School District (the "District"), with the following facts:

- A. Certain special education pupils of the District require transportation during the 2010-2011 school year from their homes to the school and back.
- B. The District does not provide transportation for its special education pupils; however, the District is willing to reimburse the Contractor for the provision of such services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

Contractor agrees to transport the following special education pupils (the "Pupil(s)") to and from their residences to the School and back to their residences each school day during the 2010-2011 school year (to follow school calendar attached):

The contractor agrees to use reasonable efforts to coordinate with the Parents of the Pupil regarding the picking up and dropping off of the Pupil during each school day and to provide its services hereunder in such a way that the Pupil will arrive at the Center in time to avoid the Pupil's being tardy and be picked up promptly after the conclusion of the Pupil's school day. The Contractor's services provided pursuant to this Agreement are sometimes referred to herein as the "Services."

The Parent and or Pupil should notify the Contractor the day before if the Pupil is not to be picked up at the Center and the Driver should have Parental Authorization if pick up services deviate from the schedule listed.

2. Term

The term of this agreement shall commence on July 1, 2010 and shall terminate on June 30, 2011 unless earlier termination by the giving of thirty (30) days notice of cancellation by one party to the other.

3. Fees for Services

The Contractor shall be paid the agreed sum of said contract, (see attachment) which states individual costs per route per day. The Contractor shall bill the District for the

provision of the Services on a monthly basis and shall therefore be paid within thirty (30) days after the District's receipt of the Contractor's invoice for the provision of the Services for the relevant month. Each such invoice shall specify each day on which the Services were provided and which Pupils were transported in accordance with the Agreement.

4. Vehicles

The Contractor agrees to supply, at its sole cost and expense, such automobiles (the "Vehicles"), as may be necessary or advisable to lawfully perform the Services. All such Vehicles shall fully comply with all applicable regulations of the Department of Motor Vehicles. The Contractor shall maintain all such Vehicles in good repair. The Contractor shall be solely responsible for all vehicles used in transporting students.

5. Contractors Personnel

The contractor shall, at its sole cost and expense, provide and supervise such qualified and properly licensed personnel as required by laws and as deemed appropriate by the Contractor to perform the Services. The Vehicle shall only be used and operated by the Contractor, or persons authorized by the Contractor whose names are on file with the District. The Contractor expressly represents and warrants to the District that its personnel are skilled and properly licensed to perform the Services.

All drivers utilized under this Agreement shall be licensed and properly certified as required by appropriate California law. All drivers must pass a regular drug test and must be cleared by the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI), if applicable, with evidence that each driver has not been charged or convicted of any specified felonies. Contractor shall be able to provide School with written certification that each driver has not been charged or convicted of any specified felonies.

6. Contractors Insurance

The Contractor shall at its sole cost and expense, obtain and maintain in full force and effect during the term of this agreement, general liability and automobile (common carrier) insurance issued by the insurance companies licensed to do business in California with minimum limits of One Million US Dollars (\$1,000,000.00) Combined Single Limit. The District shall be named as an additionally insured of the Policy or Policies and shall be furnished with a certificate of insurance requiring notice to District of at least thirty (30) days prior to cancellation of any such Policy or Policies.

7. Assignment of Contractor's Rights

The Contractor shall have NO right to assign its rights or obligations under this Agreement, it being understood that this is a personal services contract.

8. Indemnity of the District

The Contractor hereby agrees to indemnify, defend and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney's fees and court costs) arising out of (1) any injury to any person or property sustained by the Contractor, or the Pupils, or any combination of them, in connection with the providing of the Services, however caused, and (2) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of the Contractor, or the Pupils, or any combination of them, in connection with the providing of the Services, whether said injury or damage occurs on or off District property.

9. Independent Contractors

In providing the Services, the Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. The Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. The Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, defend and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

10. Notices

All other notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District:

Ms. Ellyn Schneider
Manhattan Beach Unified School District
325 South Peck Avenue
Manhattan Beach, California 90245
Ph (310) 318-7345, ext 5913
Fax (310) 303-3826

To Contractor:

Mr. William J. Rouse
Administrative Services Cooperative, Inc.
2129 W. Rosecrans Avenue
Gardena, California 90249
310/965-5807
310/324-2498 (fax)

Notice of change of address shall be given by written notice in the manner detailed in paragraph 10 of this Agreement.

11. Entire Agreement

This Agreement and the attached proposal(s) constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

12. Waivers

The waiver by either party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of any provision of this Agreement.

13. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorney fees in the judgment rendered in such action.

14. Performance

Time is of the essence regarding this Agreement and all obligations to be performed under this Agreement.

15. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it, shall be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date
6/23/10, 2010.

DISTRICT

By: _____

Its: _____

CONTRACTOR

By: William J. Paus

Its: General Manager

E. CONSENT CALENDAR

14. **TITLE:** Addendum to Independent Contractor Agreement for the Provision of Transportation Services between Durham School Services and the District.

BACKGROUND: The addendum to the contract with Durham School Services is necessary to transport students for home to school. Contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to Exceed \$285,000.00.

This item is within the adopted budget for transportation.

Funds to be paid from Transportation of Pupil account,
#01.0-65000.0-57500-36000-5812-0000000.

ACTION RECOMMENDED: Ratify the addendum to the Agreement between Manhattan Beach Unified School District and Durham School Services, for the provision of home to school transportation services, from July 1, 2010, through June 30, 2011. Amount not to exceed \$285,000.00. This item is within the adopted budget for transportation. Funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000.

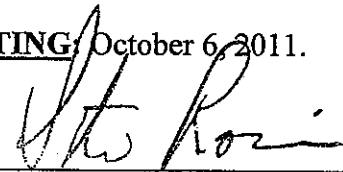
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2011.

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Transportation Agreement

ADDENDUM NUMBER THIRTEEN

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and DURHAM SCHOOL SERVICES, L.P., hereinafter referred to as "CONTRACTOR", mutually agree to amend the existing Contract for the Transportation of Pupils, dated May 10, 1995, hereinafter referred to as the "Agreement", as stated below:

1. The transportation rates for the 2010-2011 school year shall be adjusted by 1.8% which represents the May 2010 CPI for the Los Angeles County area. The rates are stated below:

- A. For Daily Home-to-School and Special Education Transportation Service (during the regular school year):

BUS CAPACITY	UNIT BASE RATE PER BUS TO 1.0 LIVE HOUR	UNIT BASE RATE PER BUS TO 2.0 LIVE HOURS	UNIT BASE RATE PER BUS TO 3.0 LIVE HOURS	DAILY RATE PER BUS HOUR OVER UNIT BASE RATE
16 - 20	\$223.18	\$223.18	\$223.18	\$28.88
21 - 48	\$231.46	\$231.46	\$231.46	\$30.41
49 - 66	\$232.56	\$232.56	\$232.56	\$31.00
1 - 5 W/C	\$229.41	\$229.41	\$229.41	\$30.41
6 - 10 W/C	\$243.21	\$243.21	\$243.21	\$31.78
11 - 19 W/C	\$262.90	\$262.90	\$262.90	\$32.34
TRANSIT	N/A	N/A	\$283.12	\$34.55

- B. Rates for "other transportation":

BUS CAPACITY	UNIT BASE RATE PER BUS TO 4.0 HOURS	UNIT BASE RATE PER BUS TO 5.0 HOURS	RATE PER EXCESS BUS HOUR
16 - 20	\$242.68	\$270.96	\$28.30
21 - 48	\$252.11	\$281.78	\$29.66
49 - 66	\$261.55	\$292.55	\$31.01
67 - 90	\$310.08	\$343.79	\$33.71
1 - 5 W/C	\$250.77	\$280.42	\$29.66
6 - 10 W/C	\$263.79	\$295.20	\$31.01
11 - 19 W/C	\$293.90	\$326.28	\$32.34

Time and mileage charges for all "Other" transportation trips shall begin and end at the Transportation Center.

2. Paragraph 3, TERM OF AGREEMENT, shall be revised as follows:

TERM OF AGREEMENT. The current term of the Agreement shall begin July 1, 2010 and shall end on June 30, 2011. DISTRICT and CONTRACTOR, by mutual consent, may negotiate an extension of this contract in one-year increments. Any such extension shall be evidenced by an amendment to this Agreement.

3. This Addendum is effective July 1, 2010 and is agreed to by the undersigned parties.

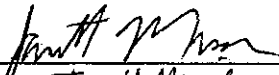
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date written above.

DURHAM SCHOOL SERVICES, L.P.

MANHATTAN BEACH UNIFIED SCHOOL
DISTRICT

By: Durham Holding II, L.L.C.,
its general partner

By: 
Name: Jarrett Misch
Title: Vice President, Accounting
Date: 7/20/10

By: _____
Name: _____
Title: _____
Date: _____

E. CONSENT CALENDAR

15. **TITLE:** Independent Contractor Agreement for the Provision of Transportation Services between Pawar Transportation, L.L.C. and the District.

BACKGROUND: The District is under contract with Durham Transportation for home to school transportation services. In some circumstances, it is more cost effective to transport students by taxi, with Pawar Transportation, L.L.C. Contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

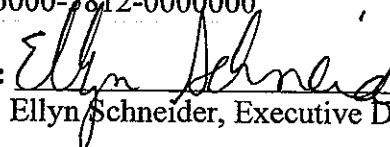
Not to exceed \$70,000.00.

This item is within the adopted budget for transportation.

Funds to be paid from Transportation of Pupil account,
#01.0-65000.0-57500-36000-5812-0000000.

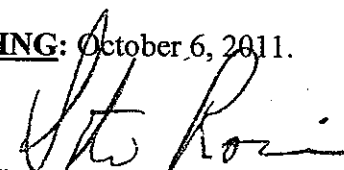
ACTION RECOMMENDED: Ratify the Agreement between Manhattan Beach Unified School District and Pawar Transportation, L.L.C., for the provision of home to school transportation services, from July 1, 2010, through June 30, 2011. Amount not to exceed \$70,000.00. This item is within the adopted budget for transportation. Funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2011.

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

PAWAR TRANSPORTATION, LLC, TRANSPORTATION & PASSENGER MANGEMENT

AGREEMENT FOR SPECIAL EDUCATION TRANSPORTATION SERVICES

I. Parties

Pawar Transportation Inc, herein known as CONTRACTOR shall furnish, operate and maintain vehicles for the transportation of pupils another persons such times and places as may be specified by the _____, herein known as DISTRICT. The CONTRACTOR into the DISTRICT shall hereinafter be referred to as the PARTIES.

The CONTRACTOR agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the State Board of Education, and any other State agency in the said DISTRICT Governing Board relating to the transportation of pupils.

II. Purpose

Contract for Special Education pupil transportation services in accordance with California Education Code Sections 1270, 39801, and 39802.

III. Scope of Work

The services to be provided by the CONTRACTOR shall consist of furnishing the required number of vehicles, equipment, staff and supplies for transportation of special education students to and from sites specified by the DISTRICT transportation department and/or Special Education department(s). The transportation services as specified herein shall include special education programs and classes operated by the DISTRICT and/or the Superintendent were his Designee and may also include transportation to programs in classes operated by school districts and nonpublic schools both within and without _____ County.

IV. Contract Term

The term of this contract shall be from, _____ through _____

V. Renewal

This contract may be renewed by mutual agreement between the DISTRICT and the CONTRACTOR at the end of the current term not to exceed a total of five (5) years for the entire contract. Failure by the district to provide sixty (60) days written notice prior to the expiration date set forth in Subsection IV, shall cause the current term to be renewed for an additional two (2) years, not to exceed a total of five years.

VI. Termination

If the CONTRACTOR refuses or fails to perform services as required by the district specifically with regard to the Scope of Work set forth in subsection III, the DISTRICT may terminate the agreement by serving a written request to cure specifically delineating the unsatisfactory performance. If the contractor fails to cure the deficiencies within sixty (60) days after service of such notice the contract shall terminate ten (10) days thereafter. The DISTRICT shall be responsible for payment through the termination date of the contract.

3673 Vista Charonoaks
Walnut Creek, CA 94598
Tel: 925 938 6565
Cell: 925 788 8088

550 N Arden Blvd
Los Angeles, CA 90004
Tel: 323 463 2204
Cell: 310 279 8299

PAWAR TRANSPORTATION, LLC.

TRANSPORTATION & PASSENGER MANGEMENT

If the DISTRICT fails to perform services under this contract, including, but not limited to payment, the CONTRACTOR may terminate the agreement by serving a written notice to terminate. The contract shall terminate sixty (60) days thereafter. CONTRACTOR shall be entitled to payments through the date of termination, including, interest penalty set forth in subsection VII, below.

VII. Billing Protocols

A. Payments

On or about the first business day of each month the CONTRACTOR shall submit invoices for all services rendered under this contract. The DISTRICT shall remit payment to the CONTRACTOR thirty (30) days after invoices have been submitted to the DISTRICT. Failure to remit payment to CONTRACTOR within the time period specified in this section shall result in a 1.5% interest penalty, compounding daily, for each day payment is late.

VIII. Routing

A. Developing and Maintaining Routes

The DISTRICT is responsible for assigning all students to the CONTRACTOR to provide Special Education home-to-school transportation. The CONTRACTOR will be responsible for developing, maintaining and scheduling the route to be approved by the Transportation Department and/or Special Education Department(s). Services for such will commence no later than five (5) days from the date of request made by the DISTRICT Transportation Department and/or Special Education Department(s). At no time will CONTRACTOR transfer, or schedule a transfer of any student without approval from either the Transportation Department or Special Education Department(s).

IX. Standby Vehicles and Drivers

The CONTRACTOR shall keep standby vehicles and qualified drivers available to assure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism. Standby vehicles shall comply with any and all DISTRICT safety standards.

X. Cancellation

The DISTRICT shall have the option to cancel any scheduled trips upon notification to the CONTRACTOR of at least two (2) hours prior to the scheduled pupil pick up time. Cancellation of routes by either the DISTRICT, pupils, or parents of less than two (2) hours shall result in full payment for the entire trip by the DISTRICT to the CONTRACTOR.

XI. Indemnification

Each party shall defend, indemnify, save and hold harmless each other, their officers, agents and employees from any and all claims, costs and liability for any damages, injury or death arising directly or indirectly from, or connected with, the services provided herein due to, or claimed or alleged to be due to, negligence or willful misconduct on the part of either the CONTRACTOR or DISTRICT.

3673 Vista Charonoaks
Walnut Creek, CA 94598
Tel: 925 938 6565
Cell: 925 788 8088

550 N Arden Blvd
Los Angeles, CA 90004
Tel: 323 463 2204
Cell: 310 279 8299

PAWAR TRANSPORTATION, LLC. TRANSPORTATION & PASSENGER MANGEMENT

XII. Independent Contractor Status

This contract is by and between two independent entities. This contract does not intend to and shall not be construed to create a relationship between the parties of agents, serving, employee, partnership, joint venture or association.

XIII. Force Majeure

CONTRACTOR shall be excused from performance hereunder during the time in to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, fuel embargo by the Government, or any other occurrence, which is beyond the control of CONTRACTOR when satisfactory evidence is presented to the DISTRICT.

Each party has reviewed this document and understands its ability to have said reviewed by counsel.

XIV. Signatures

Representative of District

Dated: _____

Representative of Contractor

Dated: _____

3673 Vista Charonoaks
Walnut Creek, CA 94598
Tel: 925 938 6565
Cell: 925 788 8088

550 N Arden Blvd
Los Angeles, CA 90004
Tel: 323 463 2204
Cell: 310 279 8299

E. CONSENT CALENDAR

16. **TITLE:** Independent Contractor Agreement for 2010/11 School Year between District, the Manhattan Beach Athletic Foundation, and Coleby Lombardo and Vin'Ash Coaching, to Provide Drug Testing Services.

BACKGROUND: An agreement is needed collectively between the District, Manhattan Beach Athletic Foundation, and Coleby Lombardo and Vin'Ash Coaching, to provide drug testing services at Mira Costa High School, for the period July 1, 2010, through June 30, 2011.

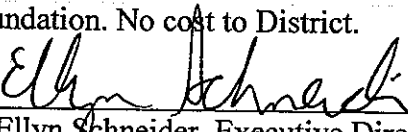
FINANCIAL IMPACT:

No cost to District.

The Manhattan Beach Athletic Foundation has agreed to provide the testing service and to collect the fees for the testing at no cost to the District, Mira Costa High School, or the Manhattan Beach Athletic Foundation.

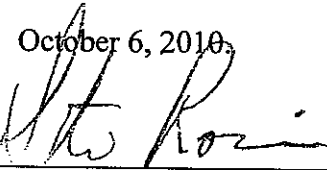
ACTION RECOMMENDED: Ratify Independent Contractor Agreement for 2010/11 School Year between District, the Manhattan Beach Athletic Foundation, and Coleby Lombardo and Vin'Ash Coaching, to provide drug testing services at Mira Costa High School, for the period July 1, 2010, through June 30, 2011. Fees associated with the provision of the service to be collected by Manhattan Beach Athletic Foundation. No cost to District.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: October 6, 2010.

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

DRUG TESTING SERVICES AGREEMENT

This DRUG TESTING SERVICES AGREEMENT ("Agreement") is entered into by and between the Manhattan Beach Athletic Foundation ("Foundation"), the Manhattan Beach Unified School District ("District") and Coleby Lombardo, DBA Vin'Ash Coaching ("Vin'Ash"). Coleby Lombardo and Vin'Ash Coaching are collectively the "Company". This Agreement is made as of September 16, 2010.

RECITALS

WHEREAS, the Foundation has requested that the Company provide on-site drug testing of students from Mira Costa High School ("Costa") who have been authorized by the parents to participate in the voluntary drug testing program; and

WHEREAS, Company has agreed to provide such drug testing services; and

WHEREAS, the District consents to the provision of the drug testing services at Costa under the terms and conditions of this Agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. Company shall provide drug testing at Costa in a location to be determined by Costa.
2. This agreement shall expire June 30, 2011 and may be renewed with the consent of all parties on a year-to-year basis. Notwithstanding this term, any party may terminate this Agreement with thirty (30) days written notice to the other parties.
3. Company agrees to provide all drug testing services, including resource referral counseling and support to parents who qualify for such services at no cost to Costa, District, or Foundation. Foundation agrees to collect the fees, currently set at \$55 per student per semester and pay them to Company prior to the first day of drug testing in full payment for Company services.
4. Drug testing shall be provided on dates randomly throughout the remainder of the school year to be determined by Company with consent of Costa. Students who are minors must have parent or guardian permission to participate in the voluntary drug testing program.
5. All services provided by Company shall be at the direction of a credentialed drug and alcohol counselor.
6. The Company agrees that each it shall keep General Liability insurance in place for the entire term of this Agreement in a minimum amount of \$1,000,000/occurrence and agrees to name District as additionally insured.

7. District, Costa and Foundation, agree to defend and hold harmless Company against any and all claims, lawsuits or another legal proceedings arising out of or claimed to arise out of, District, Costa, and Foundation's negligence in the performance of this Agreement. No party shall be liable for consequential damages. Company agrees to indemnify, defend and hold harmless District, Costa and Foundation against any and all claims, lawsuits, or other legal proceedings arising out of, or claimed to arise out of, Company's negligence in the performance of this Agreement. No party shall be liable for consequential damages.

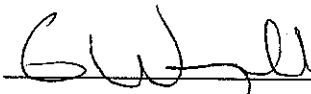
IN WITNESS WHEREOF, this Agreement is duly authorized and approved by the following representatives:

Date: September 15, 2010 COLEBY LOMBARDO DBA VIN'ASH COACHING



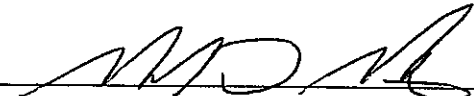
Coleby Lombardo

Date: September 20 2010 MANHATTAN BEACH ALTHETIC FOUNDATION

By: 

Its: _____

Date: September 21, 2010 MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

By: 

Its: SUPERINTENDENT

Date: September __, 2010 MIRA COACH HIGH SCHOOL

By: _____

Its: _____

E. CONSENT CALENDAR

25. **TITLE:** Williams Uniform Complaint Quarterly Report Summary

BACKGROUND: One of the provisions of the Williams legislation is that all school districts shall report summarized data on the nature and resolution of all complaints received on a quarterly basis to the County Superintendent of Schools (AB 2727, Education Code Section 35186.d).

FISCAL IMPACT: None.

ACTION RECOMMENDED: Approval is requested.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: October 6, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE



Williams/Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Uniform Complaints

District Name: Manhattan Beach Unified

Date: 10/6/10

Person completing this form: Steve Romines

Title: Asst. Supt. of Administrative Services

Quarter covered by this report (Check One Below):

- 1st QTR July 1 to September 30 Due 15-Oct
- 2nd QTR October 1 to December 31 Due 15-Jan
- 3rd QTR January 1 to March 31 Due 15-Apr
- 4th QTR April 1 to June 30 Due 15-Jul

Date for information to be reported publicly at governing board meeting: 10/6/10

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment			
CAHSEE Intensive Instruction and Services			
TOTAL			

Print Name of District Superintendent Michael Mathews

Signature of District Superintendent _____ Date _____

Return the Quarterly Summary to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, EC 279
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 922-6879
E-Mail: Chauhan_Kirit@lacoed.edu

G. BOARD BUSINESS

1. **TITLE:** Receive for Board action, **REVISED** Board Bylaw and **NEW** Exhibit 9270, Conflict of Interest

BACKGROUND: This **MANDATED** Bylaw has been revised and reorganized to clarify three types of analysis that must be conducted pursuant to different statutes and the common law doctrine to determine whether a conflict exists, and, if so, whether a Board member must abstain and/or if a contract is prohibited. The material comprising the conflict of interest code (i.e., incorporation statement, designated positions, and disclosure categories) have been moved into a sample resolution in a **NEW EXHIBIT** to clarify material that needs to be biannually reviewed and submitted to the code reviewing body.

To assist in understanding the complex conflict of interest laws that impact locally elected officials, the California School Boards Association (CSBA) has developed a fact sheet to provide further explanation of the laws (see www.csba.org/pab.aspx). *Conflict of Interest: Overview of Key Issues for Governing Board Members* describes the requirement that all public agencies adopt a conflict of interest code, outlines the analysis that must be done pursuant to different sets of statutes to determine whether a conflict of interest exists, and explains the implications of that determination upon a board member's vote and/or the ability of the district/COE to enter into a contract.

This fact sheet also clarifies that the conflict of interest code which must be sent to the code reviewing body will need to include the following components: (1) a statement incorporating relevant Fair Political Practices Commission regulations by reference, (2) the designated positions in the district/COE that make or participate in making governmental decisions, and (3) the disclosure categories listing the types of investments, income and interests in property that must be disclosed by each person holding a designated position. **NEW** Exhibit 9270 separates those components that constitute the conflict of interest code.

ACTION RECOMMENDED: Adopt **REVISED** Board Bylaw and accept **NEW** Exhibit 9270, Conflict of Interest

PREPARED BY: Dr. Michael Matthews, Superintendent of Schools

DATE OF MEETING: October 6, 2010

CONFLICT OF INTEREST

~~Incompatible Activities~~

~~Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code 1126)~~

~~Conflict of Interest Code~~

~~The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.~~

~~Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)~~

~~When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)~~

~~When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)~~

~~If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)~~

~~Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)~~

~~Financial Interest~~

~~Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)~~

CONFLICT OF INTEREST

~~A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)~~

- ~~1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty~~
- ~~2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board~~
- ~~3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091~~
- ~~4. That of a spouse of an officer or employee of the district if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment~~
- ~~5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records~~
- ~~6. That of a noncompensated officer of a nonprofit, tax exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records~~
- ~~7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records~~

CONFLICT OF INTEREST

~~8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm~~

~~In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)~~

~~A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)~~

~~A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.~~

~~Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)~~

~~A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.~~

~~Disqualification for Board Members Who Manage Public Investments~~

~~A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:~~

CONFLICT OF INTEREST

~~1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)~~

~~2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)~~

~~3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)~~

~~If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)~~

~~(cf. 3430 - Investing)~~

~~The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)~~

~~If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)~~

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law,

Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

(cf. 9005 - Governance Standards)

The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and the disclosure categories required for each position.

CONFLICT OF INTEREST

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body.

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87500)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)

CONFLICT OF INTEREST

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

Additional Requirements for Boards that Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

- 1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.*
- 2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.*

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

- 3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.*

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

CONFLICT OF INTEREST

4. *If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.*

(cf. 3430 - Investing)

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

CONFLICT OF INTEREST

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the ~~prevailing gift limitation~~ *current gift limitation* except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

CONFLICT OF INTEREST

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

APPENDIX

DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

~~It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:~~

~~Governing Board Members
Superintendent of Schools~~

~~1. Persons occupying the following positions are designated employees in Category 1:~~

~~Deputy Superintendent
Assistant/Associate Superintendents
Purchasing Agent~~

~~Designated persons in this category must report:~~

~~a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.~~

~~b. Investments or business positions in or income from sources which:~~

~~(1) Are engaged in the acquisition or disposal of real property within the district~~

~~(2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or~~

~~(3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district~~

CONFLICT OF INTEREST

~~2. Persons occupying the following positions are designated employees in Category 2:~~

~~Executive Director
Director
Principal
Assistant Principal
Maintenance and Operations Director
Program Coordinator
Project Specialist
Supervisor~~

~~Designated persons in this category must report investments or business positions in or income from sources which:~~

- ~~a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or~~
- ~~b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.~~

~~3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.~~

~~A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR-18701)~~

- ~~a. Approve a rate, rule or regulation~~
- ~~b. Adopt or enforce a law~~
- ~~c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement~~
- ~~d. Authorize the district to enter into, modify or renew a contract that requires district approval~~
- ~~e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party~~

CONFLICT OF INTEREST

~~f. Grant district approval to a plan, design, report, study or similar item~~

~~g. Adopt or grant district approval of district policies, standards or guidelines~~

~~A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)~~

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

~~35239 Compensation for board members in districts under 70 ADA~~

41000-41003 Moneys received by school districts

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

~~82011 Code reviewing body~~

~~82019 Definition of designated employee~~

~~82028 Definition of gifts~~

~~82030 Definition of income~~

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

CONFLICT OF INTEREST

ATTORNEY GENERAL OPINIONS continued

- 86 Ops. Cal. Atty. Gen. 138 (2003)
- 85 Ops. Cal. Atty. Gen. 60 (2002)
- 82 Ops. Cal. Atty. Gen. 83 (1999)
- 81 Ops. Cal. Atty. Gen. 327 (1998)
- 80 Ops. Cal. Atty. Gen. 320 (1997)
- 69 Ops. Cal. Atty. Gen. 255 (1986)
- 68 Ops. Cal. Atty. Gen. 171 (1985)
- 65 Ops. Cal. Atty. Gen. 606 (1982)
- 63 Ops. Cal. Atty. Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw
adopted:
revised:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
September 5, 2007 Manhattan Beach, California

CONFLICT OF INTEREST

EXHIBIT B

~~Persons occupying the following positions are designated employees and must disclose financial interest in all categories defined in Exhibit A.~~

~~Position Designation Categories~~

- ~~1. Governing Board 1, 2, 3~~
- ~~2. Superintendent of Schools 1, 2, 3~~
- ~~3. Deputy/Assistant Superintendent 1, 4~~
- ~~4. Executive Directors/Directors 4~~
- ~~5. Supervisor of Maintenance and Operations 4~~
- ~~6. Purchasing Agent 4~~
- ~~7. Telecommunications Engineer 4~~
- ~~8. Consultant 6~~

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Manhattan Beach Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

CONFLICT OF INTEREST

WHEREAS, the Manhattan Beach Unified School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Manhattan Beach Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

Conflict of Interest Code of the Manhattan Beach Unified School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached officer Appendix. The Statement of Economic Interest shall be filed with the district's filing and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

CONFLICT OF INTEREST

APPENDIX

Disclosure Categories

1. *Category 1: A person designated Category 1 shall disclose:*
 - a. *Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.*
 - b. *Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.*

2. *Category 2: A person designated Category 2 shall disclose:*
 - a. *Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.*
 - b. *Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.*

3. *Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:*
 - a. *Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.*
 - b. *Investments, business positions, and sources of income, including gifts, loans, and travel payments.*

CONFLICT OF INTEREST

Designated Positions

Designated Position Disclosure Category

1. *Governing Board* 1, 2, 3
2. *Superintendent of Schools* 1, 2, 3
3. *Deputy/Assistant Superintendent* 1, 2, 3
4. *Executive Directors/Directors* 3
5. *Supervisor of Maintenance and Operations* 3
6. *Purchasing Agent* 3
7. *Telecommunications Engineer* 3

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. *Approve a rate, rule, or regulation*
2. *Adopt or enforce a law*
3. *Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement*
4. *Authorize the district to enter into, modify, or renew a contract that requires district approval*

CONFLICT OF INTEREST

5. *Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract*
6. *Grant district approval to a plan, design, report, study, or similar item*
7. *Adopt or grant district approval of district policies, standards, or guidelines*

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Exhibit
version: June 15, 2004
reviewed: September 5, 2007
revised:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Manhattan Beach, California

G. BOARD BUSINESS

2. **TITLE:** Receive for Board review **REVISED** Administrative Regulation 3516.2, Bomb Threats

BACKGROUND: This updated regulation adds language incorporating bomb threat procedures into the district's emergency preparedness plan and/or comprehensive safety plan. The regulation has also been expanded to address bomb threats received through electronic means, communications during bomb threat incidents, and counseling.

As a point of information, the District Safety Coordinator along with district administration are in the process of completing for distribution to all district schools and other district offices a district safety kit which will include important safety information related to each site as well as revised emergency response guides which have been written for easy access to the school and district's emergency preparedness plans. The *Emergency Response Guide* is designed to give school and district crisis responders easy instructions and action steps to follow when confronted with emergencies such as earthquakes, disturbances, acts of terrorism, fire, bomb threats, and hazardous material incidents. In the near future, these guides will be posted in every classroom as well as other areas of general access throughout the district.

ACTION RECOMMENDED: Receive for Board review **REVISED** Administrative Regulation 3516.2, Bomb Threats

PREPARED BY: Dr. Michael Matthews, Superintendent of Schools

DATE OF MEETING: October 6, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

BOMB THREATS

To maintain a safe and secure environment for district students and staff, the Superintendent or designee shall ensure that the district's emergency and disaster preparedness plan and/or each school's comprehensive safety plan includes procedures for dealing with bomb threats. He/she also shall provide training regarding the procedures to site administrators, safety personnel, and staff members who customarily handle mail, telephone calls, or email.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Receiving Threats

Any staff member receiving a telephoned bomb threat shall try to keep the caller on the line so as to gather information about the location and timing of the bomb and the person(s) responsible. ~~He/she~~ *To the extent possible, the staff member should also try to determine take note of the caller's gender, and age, and should take note of any distinctive features of voice or speech, and any background noises such as music, traffic, machinery or other voices.*

~~Staff members who customarily receive telephone calls or handle packages shall receive training related to bomb threats.~~

If the bomb threat is received through the mail system or in writing, the staff member who receives it should handle the letter, note, or package as minimally as possible. If the threat is received through electronic means, such as email or text messaging, the staff member should not delete the message.

Response Procedure

The following procedure shall be followed when a bomb threat is received:

1. Any employee who receives a bomb threat shall immediately call 911 and also report the threat to the ~~principal~~ *Superintendent* or designee. If the threat is in writing, he/she shall place the message in an envelope and take note of where and by whom it was found.

BOMB THREATS

2. Any student or employee seeing a suspicious package shall promptly notify the ~~principal~~ **Superintendent** or designee.
3. The ~~principal~~ **Superintendent** or designee shall immediately use fire drill signals and institute standard evacuation procedures as specified in the emergency plan.

(cf. 3516 - Emergency and Disaster Preparedness Plan)

(cf. 3516.1 - Fire Drills and Fires)

4. The ~~principal~~-**Superintendent** or designee shall turn off any two-way radio equipment which is located in a threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. ~~School police officers may assist in this search.~~ No other school staff shall search for or handle any explosive or incendiary device.

~~Except for school police officers, no staff or students shall reenter the threatened building(s) until the law enforcement and/or fire department staff advises the principal or designee that reentry is safe.~~

No one shall reenter the threatened building(s) until the Superintendent or designee declares that reentry is safe based on law enforcement and/or fire department clearance.

(cf. 3516.5 - Emergency Schedules)

To the extent possible, the Superintendent or designee shall maintain communications with staff, parents/guardians, the Governing Board, other governmental agencies, and the media during the period of the incident.

(cf. 1112 - Media Relations)

Following the incident, the Superintendent or designee shall provide crisis counseling for students and/or staff as needed.

(cf. 6164.2 - Guidance/Counseling Services)

Any **employee or student** ~~who makes~~ **found to have made** a bomb threat shall be subject to disciplinary procedures **and/or criminal prosecution.**

BOMB THREATS

cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Legal Reference:

EDUCATION CODE

44810 *Willful interference with classroom conduct*
48900 *Grounds for suspension or expulsion*
51202 *Instruction in personal and public health and safety*

PENAL CODE

17 *Felony, misdemeanor, classification of offenses*
148.1 *False report of explosive or facsimile bomb*
245 *Assault with deadly weapon or force likely to produce great bodily injury; punishment*
594 *Vandalism; penalty*

Management Resources:

CSBA PUBLICATIONS

911: A Manual for Schools and the Media During a Campus Crisis, 2001

U.S. DEPARTMENT OF HOMELAND SECURITY PUBLICATIONS

Bomb Threat Checklist

WEB SITES

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

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>

U.S. Department of Homeland Security: <http://www.dhs.gov>

U.S. Department of Treasury, Bureau of Alcohol, Tobacco, Firearms and Explosives:

<http://www.THREATPLAN.org>

Regulation

approved: March 2, 2006

reviewed: September 5, 2007

reviewed:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Manhattan Beach, California

G. BOARD BUSINESS

3. **TITLE:** Receive for Board action **REVISED** Board Policy 1150, Commendations and Awards, and **DELETE** Administrative Regulation 1150, Commendations and Awards

BACKGROUND: This optional policy is revised to clarify that the policy applies to awards/commendations given to parents/guardians, community members, businesses, and organizations. The revision also incorporates and expands material formerly found in the supporting administrative regulation particularly as such relates to the process for submitting recommendations for awards and the types of awards that may be given. In addition, the revised policy adds a designation of a day, week, or month for special recognition of volunteers if desired by the Board. The current administrative regulation is deleted based upon the recommended changes to the revised policy.

For policies addressing recognition of employees and students, see BP 4156.2/4256.2/4356.2 - Awards and Recognition and BP/AR 5126 - Awards for Achievement.

ACTION RECOMMENDED: Receive for Board action **REVISED** Board Policy 1150, Commendations and Awards and **DELETE** Administrative Regulation 1150, Commendations and Awards

PREPARED BY: Dr. Michael Matthews, Superintendent of Schools

DATE OF MEETING: October 6, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

COMMENDATIONS AND AWARDS

~~The Governing Board believes that individuals and organizations deserve recognition when they provide contributions or long-standing service to the district. The Board believes that commending such service promotes increased community understanding and participation.~~

~~(cf. 1700 - Relations between Private Industry and the Schools)~~

To encourage community involvement in district programs and activities, the Governing Board may publicly recognize and commend parents/guardians, community members, businesses, and organizations that make outstanding contributions or provide longstanding service to the district or district students.

(cf. 1000 - Concepts and Roles)

(cf. 1020 - Youth Services)

(cf. 1240 - Volunteer Assistance)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 3290 - Gifts, Grants and Bequests)

Any Board member, employee, parent/guardian, student, or community member may recommend an individual or organization for Board recognition. He/she shall submit to the Superintendent or designee the name of the individual or organization and a description of the outstanding contribution or service.

The Superintendent or designee shall establish procedures by which Board members, employees or members of the community may suggest persons or organizations for Board recognition.

At the Board's discretion, *the Board may present a* letters of recognition, Board resolutions, plaques, or *other* awards may be presented *at a public Board meeting or may hold a reception or informal recognition activity. Gifts of money or gift certificates may be considered an unconstitutional gift of public funds absent specific legislative authority.*

The Board also may designate a day, week, or month for special recognition of volunteers.

The Board encourages similar forms of recognition for achievement or services as part of school-level commendation programs.

(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)

(cf. 5126 - Awards for Achievement)

COMMENDATIONS AND AWARDS

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

44015 Awards to employees and students

CALIFORNIA CONSTITUTION

Article 16, Section 6 Gifts of public funds

Policy

adopted: March 16, 2005

reviewed: September 5, 2007

revised:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Manhattan Beach, California

COMMENDATIONS AND AWARDS

~~Any Governing Board member, employee, parent/guardian, student or community member may submit the name of an individual or organization to the Superintendent or designee for Board recognition.~~

~~Persons proposing the recognition of an individual or organization shall also indicate a suggested type of recognition, which may include, but is not limited to, the following:~~

- ~~1. Plaques or awards to be presented at a Board meeting, for providing the district or community with special, unusual or long term assistance.~~
- ~~2. Board Resolution to be read at a Board meeting, for distinguished service to children and youth.~~
- ~~3. Letter of Recognition to be prepared by the Superintendent or designee on behalf of the Board, for significant achievement and/or service by groups such as the basketball team, choir, band, and parent/guardian/community organizations.~~
- ~~4. Receptions and other informal recognition activities.~~

~~Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
approved: March 16, 2005 Manhattan Beach, California
reviewed: September 5, 2007~~

G. BOARD BUSINESS

4. **TITLE:** Receive for Board action REVISED Board Policy 1250, Visitors/Outsiders, and REVIEW Administrative Regulation 1250, Visitors/Outsiders.

BACKGROUND: The updated policy adds Board philosophy about the importance of parent/guardian and community involvement in school programs and activities. It also encourages individuals to use the complaint procedures and to avoid disruptive behavior on school grounds. The reorganized regulation adds the requirement to post school hours.

ACTION RECOMMENDED: Receive for Board action REVISED Board Policy 1250, Visitors/Outsiders, and REVIEW Administrative Regulation 1250, Visitors/Outsiders.

PREPARED BY: Dr. Michael Matthews, Superintendent of Schools

DATE OF MEETING: October 6, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

VISITORS/OUTSIDERS

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Governing Board encourages interested parents/guardians and interested members of the community members to visit the schools and view participate in the educational program.

*(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)*

To ensure *the safety of students and staff and minimize* minimum interruption of the instructional program, the Superintendent or designee shall establish procedures that *which* facilitate visits during regular school days. Visits during school hours should be first arranged with the principal or designee, and/or the teacher. ~~If a conference is desired, an appointment should be set with the teacher during noninstructional time.~~ When *a visit involves a* arriving for this conference *with a teacher or principal*, the visitor should first check in at the school office *an appointment should be scheduled during noninstructional time.*

(cf. 6116 - Classroom Interruptions)

~~To ensure the safety of students and staff and to avoid potential disruptions, all visitors shall register immediately upon entering school grounds when school is in session, and during school office hours (usually 7:30 am to 4:00 pm).~~

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.

~~For purposes of school safety and security, The principal or designee shall provide a visible means of identification for visitors~~ *for all individuals who are not students or staff members* while on school premises.

No electronic listening or recording device may be used by ~~students or by visitors~~ *any person* in a classroom without the teacher and principal's permission. (Education Code 51512)

(cf. 5144 - Discipline)

VISITORS/OUTSIDERS

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

- (cf. 1312.1 - Complaints Concerning District Employees)*
- (cf. 1312.2 - Complaints Concerning Instructional Materials)*
- (cf. 1312.3 - Uniform Complaint Procedures)*
- (cf. 1312.4 - Williams Uniform Complaint Procedures)*
- (cf. 3515.2 - Disruptions)*

Legal Reference:

EDUCATION CODE

- 32210 Willful disturbance of public school or meeting*
- 32211 Threatened disruption or interference with classes; misdemeanor*
- 32212 Classroom interruptions*
- 35160 Authority of governing boards*
- 35292 Visits to schools (board members)*
- 51512 Prohibited use of electronic listening or recording device*

EVIDENCE CODE

- 1070 Refusal to disclose news source*

LABOR CODE

- 230.8 Discharge or discrimination for taking time off*

PENAL CODE

- 626-626.10 Schools*
- 627-627.10 Access to school premises, especially:*
- 627.1 Definitions*
- 627.2 Necessity of registration by outsider*
- 627.7 Misdemeanors; punishment*

COURT DECISIONS

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

ATTORNEY GENERAL OPINIONS

- 95 Ops. Cal. Atty. Gen. 509 (1996)*

Policy

adopted: March 16, 2005

revised: September 5, 2007

revised:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Manhattan Beach, California

VISITORS/OUTSIDERS

The Superintendent or designee shall post at every entrance to each school and to school grounds a notice ~~declaring visitor~~ *describing* registration requirements, *school hours or* hours during which registration is required, the registration location, *the route to take to that location*, and the penalties for violation of registration requirements. (*Education Code 32211*; Penal Code 627.6)

Unless otherwise directed by the principal or designee, a staff member shall accompany visitors/outsideers while they are on school grounds.

Registration Procedure

In order to register, visitors *an outsider* shall, upon request, furnish the principal or designee with the following information: (Penal Code 627.3)

1. His/her name, address, and occupation
2. His/her age, if less than 21
3. His/her purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

Denial of Registration

~~The following provisions of law shall apply to outsiders. Visitors do not include students, parents/guardians, district employees, elected public officials, or other persons listed in Penal Code 627.1.~~

Principal's Registration Authority

1. The principal or designee may refuse to register any visitor *outsider* if he/she reasonably concludes that the visitor's *individual's* presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee or school security officer may revoke an visitor's *outsider's* registration if he/she has a reasonable basis for concluding that the visitor's *individual's* presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff. (Penal Code 627.4)

(cf. 3515.2 - Disruptions)

VISITORS/OUTSIDERS

~~2. The principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. *When an outsider fails to register, or when the principal or designee denies or revokes an outsider's registration privileges, the principal or designee may request that the individual promptly leave school grounds.* When a visitor *an outsider* is directed to leave, the principal or designee shall inform the visitor *him/her* that if he/she reenters the school within seven days he/she will *may* be guilty of a misdemeanor and subject to a fine and/or to imprisonment. (Penal Code 627.7)~~

Appeal Procedure

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or principal by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Regulation
approved: March 16, 2005
reviewed: September 5, 2007
reviewed:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Manhattan Beach, California

G. BOARD BUSINESS

5. **TITLE:** Receive for deletion Board Policy 5145.8, Refusal to Harm or Destroy Animals, and review revised Administrative Regulation 5145.8, Refusal to Harm or Destroy Animals

BACKGROUND: The Governing Board supports the right of students to refrain from participating in instruction which involves dissecting or otherwise harming or destroying animals when they have a moral objection to such activities. Students shall not be discriminated against because of a decision to exercise this right. (Education Code 32255.1)

The unnecessary policy relating to this topic has been deleted. The regulation is revised to incorporate material formerly in the deleted policy and to reflect new law (AB 176) updating the terminology for recording technology which may be used as an alternative project.

FISCAL IMPACT: None.

ACTION RECOMMENDED: Receive for deletion Board Policy 5145.8, Refusal to Harm or Destroy Animals, and review revised Administrative Regulation 5145.8, Refusal to Harm or Destroy Animals.

PREPARED BY: Carolyn Seaton, Executive Director, Student Services

DATE OF BOARD MEETING: October 6, 2010

REFUSAL TO HARM OR DESTROY ANIMALS

~~The Governing Board supports the right of students to refrain from participating in instruction which involves dissecting or otherwise harming or destroying animals when they have a moral objection to such activities.~~

~~Students shall not be discriminated against because of a decision to exercise this right.
(Education Code 32255.1)~~

~~(cf. 5145.2—Freedom of Speech/Expression)~~

~~After notifying the teacher of his/her objection pursuant to law and administrative regulations, the student shall be excused from the project and may be provided an appropriate alternative project. The Board encourages staff, whenever possible, to provide an alternative project that teaches the same knowledge and skills as the original project. In any case, staff shall ensure the effective use of students' time by providing instructional activities relevant to the course of study.~~

Legal Reference:

EDUCATION CODE

~~32255-32255.6 Student's right to refrain from harmful/destructive use of animals~~

~~48980 Parental notification at beginning of term~~

~~48981-48984 Method and content of notification; signature required~~

~~Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT~~

~~adopted: September 5, 2007 Manhattan Beach, California~~

REFUSAL TO HARM OR DESTROY ANIMALS

Any student who has a moral objection to dissecting or otherwise harming or destroying animals shall have the right to refrain from participating in instruction which involves such activities and shall not be discriminated against because of a decision to exercise this right. (Education Code 32255.1)

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6142.93 - Science Instruction)

The right to refrain from instruction involving harmful or destructive use of animals shall apply to all K-12 courses, except classes and activities conducted as part of agricultural education that provide instruction on the care, management, and evaluation of domestic animals. (Education Code 32255.5, 32255.6)

At the beginning of each academic year, the district shall notify parents/guardians, in writing, of students' right to refrain from instruction involving harm or destruction of animals. (Education Code 48980, 48981)

(cf. 5145.6 - Parental Notifications)

In addition, each teacher of a course that uses live or dead animals or animal parts shall inform students of their right to refrain from the harmful or destructive use of animals. (Education Code 32255.4)

A student who wishes to refrain from such instruction shall notify the teacher and shall provide a note from his/her parent/guardian substantiating the objection. (Education Code 32255.1)

~~A teacher's determination of whether a student may pursue an alternative project or be excused from the project shall not be arbitrary or capricious. (Education Code 32255.3)~~

If the teacher believes an adequate alternative project is possible, he/she may work with the student to develop and agree upon an alternative project which would provide the knowledge, information or experience required by the course of study. Alternative projects include, but are not limited to, the use of video ~~tapes~~-*recordings*, models, films, books, and computers. The alternative project shall involve time and effort *by the student* comparable to that required by the original project. (Education Code 32255, 32255.1)

~~*A teacher's determination of whether a student may pursue an alternative project or be excused from the project shall not be arbitrary or capricious. (Education Code 32255.3)*~~

In order to receive course credit, students who participate in an alternative project shall pass all course examinations ~~in order to receive course credit~~. Students may request an alternative test, however, if a regular examination requires the harmful or destructive use of animals. (Education Code 32255.1)

REFUSAL TO HARM OR DESTROY ANIMALS

~~This right shall apply to all K-12 courses, except classes and activities conducted as part of agricultural education that provide instruction on the care, management and evaluation of domestic animals. (Education Code 32255.5, 32255.6)~~

Legal Reference:

EDUCATION CODE

- 32255-32255.6 Student's right to refrain from harmful or destructive use of animals*
- 48980-48985 Notification of parents/guardians, especially:*
- 48980 Parental notification at beginning of term*
- 51540 Humane treatment of animals*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

- Science Framework for California Public Schools: Kindergarten Through Grade 12, 2004*
- Science Content Standards for California Public Schools: Kindergarten Through Grade 12, 1998*

WEB SITES

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

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
approved: September 5, 2007 Manhattan Beach, California
revised:

G. BOARD BUSINESS

6. **TITLE:** Receive for Board adoption **NEW** Board Policy 3555, Nutrition Program Compliance

BACKGROUND: The following **NEW** policy is **MANDATED** for any district that receives federal financial assistance for its participation in the National School Lunch Program, School Breakfast Program, Special Milk Program, or other child nutrition programs.

State and federal law prohibit discrimination in such programs. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Vocational Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. Education Code 220 prohibits discrimination on all those bases and, in addition, on the basis of sexual orientation in all programs and activities in public schools. The U.S. Department of Agriculture, Food and Nutrition Service (FNS) has authority to enforce federal laws in all nutrition programs and activities that receive federal funds. The California Department of Education (CDE) may also investigate complaints regarding discrimination through the Uniform Complaint Procedure, see BP/AR 1312.3 - Uniform Complaint Procedures.

ACTION RECOMMENDED: Receive for Board adoption **NEW** Board Policy 3555, Nutrition Program Compliance

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: October 6, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Nutrition Program Compliance

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her because of his/her race, color, national origin, gender, sex, sexual orientation, disability, or any other basis prohibited by law, in its implementation of such a program.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5030 - Student Wellness)

Coordinator

The Board designates the compliance officer specified in AR 1312.3 - Uniform Complaint Procedures as coordinator of the district's efforts to comply with the laws governing its nutrition programs and to investigate any related complaints. Any complaint concerning the district's nutrition programs shall be investigated using the process identified in the section entitled "Procedures" in the district's AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

The coordinator shall provide training on the laws, regulations, procedures, and directives related to the district's nutrition programs to district employees involved in administering them. The coordinator also shall develop procedures and systems that do not restrict the participation of individuals in the district's nutrition programs, based on their race, ethnicity, or disability, and that prevent district employees from incorrectly denying the applications for participation submitted by such individuals.

The coordinator shall develop and maintain a system for collecting racial and ethnic data of participants in the district's nutrition programs and shall, at least annually, report to the Board on whether the district's nutrition programs are effectively reaching eligible individuals and whether and where additional outreach may be needed.

(cf. 5022 - Students and Family Privacy Rights)

(cf. 5125 - Student Records)

When a significant number of participants or potential participants in the district's nutrition programs are only non-English speakers, the coordinator shall make an appropriate language translation available.

Nutrition Program Compliance

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

(cf. 6174 - English Language Learners)

The coordinator also shall ensure that the district's nutrition programs accommodate the special dietary needs of any individual with a disability who has on file a medical statement that restricts his/her diet because of his/her disability.

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

(cf. 6159 - Individualized Education Program)

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

Notifications

The coordinator shall ensure that the U.S. Department of Agriculture's "And Justice for All" or other approved Nutrition Programs Civil Rights posters are displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

Annually, the coordinator shall notify all students, parents/guardians, and employees of program requirements and the procedures for filing a complaint, through the district's usual means of notification.

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

In addition, the coordinator shall ensure that every informational release, publication, or poster concerning the district's nutrition programs and/or activities includes, in a prominent location, the following statement:

"In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. In addition, California law prohibits discrimination on any basis identified in Government Code 12940.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."

However, if the document is no more than one page and there is no room to print the full nondiscrimination statement, the district may instead use the statement "This institution is an equal opportunity provider" in the same print size as the rest of the text.

Nutrition Program Compliance

When a complaint is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

- 1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 1500, Sacramento, CA 95814-2342 or call 916-445-0850 or 800-952-5609*
- 2. Office of Civil Rights, USDA, Western Region, 90 Seventh Street, Suite 10-100, San Francisco, CA 94103 or call 415-705-1336 or fax 415-705-1364 or email Joe.Torres@fns.usda.gov*
- 3. USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call 800-795-3272 or 202-720-6382 (TTY)*

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

Nutrition Program Compliance

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

**CALIFORNIA DEPARTMENT OF EDUCATION, NUTRITION SERVICES DIVISION
PUBLICATIONS**

Civil Rights and Complaint Procedures for Child Nutrition Programs, March 2010

**U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE
PUBLICATIONS**

**Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS
Instruction 113-1, November 2005**

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Protecting Students from Harassment and Hate Crime, January 1999

Notice of Non-Discrimination, January 1999

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>

U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: Manhattan Beach, California

G. BOARD BUSINESS

7. **TITLE:** Receive for Board adoption **REVISED** Board Policy 6158, Independent Study and review **REVISED** Administrative Regulation 6158, Independent Study

BACKGROUND: Education Code 51745-51749.3 authorize school districts to establish independent study programs to meet the educational needs of students. Independent study may be offered as a charter school, a program within a school, or an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter Schools and BP/AR 6181 - Alternative Schools/Programs of Choice.

When developing policy on independent study, 5 CCR 11701 requires the Governing Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

This **MANDATED** policy is updated to (1) add material formerly in the Administrative Regulation in regards to the program participation being voluntary; (2) more directly reflect the law in reference to the minimum period of independent study for apportionment purposes as five "consecutive" school days, (3) revise material relating to maximum length of assignments and the number of missed assignments that will trigger an evaluation of the student's participation, and (4) authorize student-teacher conferences by electronic means.

The revised administrative regulation (1) expands optional material as it relates to considerations in approving a student's participation, (2) clarifies responsibilities of the program administrator and teachers, and (3) adds the requirement to retain specified auditable records for three years.

ACTION RECOMMENDED: Receive for Board adoption **REVISED** Board Policy 6158, Independent Study and review **REVISED** Administrative Regulation 6158, Independent Study

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: October 6, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Independent Study

The Governing Board authorizes independent study as an optional alternative instructional strategy for *eligible* students ~~including adult education students~~, whose needs may best be met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 0420.4 - Charter Schools)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

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

(cf. 6200 - Adult Education)

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom.

The minimum period of time for any independent study option shall be five *consecutive* school days.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

The written agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

~~To foster each participating student's success in independent study, the Board establishes the following maximum lengths of time, which may elapse between the date an assignment is made~~

Independent Study

~~and the date by which the student must complete the assigned work:~~

- ~~1. One week for students in grades K-3~~
- ~~2. Two weeks for students in grades 4-8~~
- ~~3. Three weeks for students in grades 9-12, continuation or adult education~~

~~When circumstances justify a longer time, the Superintendent or designee may extend the maximum length of an assignment to a period not to exceed eight weeks, pursuant to a written request with justification.~~

~~Supervising teachers should carefully set the duration of independent study assignments, within the limits specified above, and establish an appropriate schedule for student teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. *Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school.* Except in unusual circumstances, it is expected that the supervising teacher will meet, *either in person or by electronic means*, with each participating student at least once a week to discuss the student's progress.~~

(cf. 5147 - Dropout Prevention)

~~When any participating student fails to complete three consecutive independent study assignments in a period of 15 school days, or misses two appointments with his/her supervising teacher without valid reasons, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study.~~

~~*Missing appointments with the supervising teacher without valid reasons also may trigger an evaluation to determine whether the student should remain in independent study.*~~

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance (ADA) generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study. *Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.*

(cf. 0500 - Accountability)

Independent Study

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

Home-Based Independent Study

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

Independent Study students who fulfill the district's graduation requirements through the Independent Study course of study shall receive a diploma from the Manhattan Beach Unified School District.

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

41976.2 Independent study programs; adult education funding

42238 Revenue limits

44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment

46300-46300.6 Methods of computing ADA ***average daily attendance***

47612.5 Independent study in charter schools

48204 Residency based on parent employment

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

51225.3 Requirements for high school graduation

51745-51749.3 Independent study programs

52206 Gifted and talented education; use of independent study to augment program

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits

Independent Study

11700-11703 Independent study

19819 State audit compliance

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CDE PUBLICATIONS

Independent Study Operations Manual, 2000 edition

Elements of Exemplary Independent Study

Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for Independent Study in Secondary Schools, January 28, 2010

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: September 5, 2007 Manhattan Beach, California

revised: March 18, 2009

revised:

Independent Study

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum

4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities that support and strengthen student achievement

(cf. 0420.4 - Charter Schools)

(cf. 6142.4 - Service Learning/Community Service Classes)

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

In addition, when requested by the parent/guardian due to emergencies, vacation or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

(cf. 5113 - Absences and Excuses)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction ~~thus enabling~~ *to enable participating* students ~~participating in independent study~~ to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school *and shall have equal rights and privileges.* (5 CCR

11700, 11701.5)

Instruction

AR 6158(b)

Independent Study

(cf. 6146.1 - High School Graduation Requirements)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

~~Parents/guardians of students who are interested in independent study should contact the principal or designee. Approval for participation shall be based on the following criteria:~~

- ~~1. Evidence that the student will work independently to complete the program~~
- ~~2. Availability of experienced certificated staff with adequate time to effectively supervise the student~~

~~A student's participation in independent study shall be voluntary. (Education Code 51747)~~

~~Students participating in independent study must be residents of the local county or an adjacent county. (Education Code 51747.3)~~

~~Full time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 51747.3)~~

~~(cf. 5111.12 Residency Based on Parent/Guardian Employment)~~

~~A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless his/her individualized education program specifically provides for such participation. (Education Code 51745)~~

~~(cf. 6159 Individualized Education Program)~~

~~A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)~~

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

~~No more than 10 percent of the students enrolled in a continuation high school or opportunity~~

~~school or program, not including pregnant and parenting students who are primary caregivers for~~
Instruction **AR 6158(c)**

Independent Study

~~one or more of their children, shall be in independent study at any given time. (Education Code 51745)~~

~~(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6184 - Continuation Education)~~

~~Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or by the Governing Board. (Education Code 46300.1, 46300.4)~~

~~(cf. 6200 - Adult Education)~~

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Independent Study

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are primary caregivers for one or more of their children, shall be eligible for apportionment credit for independent study. (Education Code 51745)

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

(cf. 6184 - Continuation Education)

Written Agreements

A written agreement shall be developed *and implemented* for each student participating in independent study for five or more *consecutive* school days. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The ~~written~~ independent study agreement for each participating student *also* shall include, but not be limited to, all of the following: (Education Code 5174, *CCR 11700*)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, which will be made available to the student
4. *A statement of* the Board's independent study policy ~~describing~~ *detailing* the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates

for the student's participation in independent study under the agreement, with a maximum of one
Instruction **AR 6158(e)**

Independent Study

~~semester, or one-half year if the school is on a year-round calendar~~

6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a *suspended or expelled* student who is referred or assigned to any school, class or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

The agreement also may include a schedule for achieving objectives and completing the agreement and a schedule of conferences between the student and supervising teacher.

The curriculum and methods of study specified in the written agreement shall be consistent with Board policy, administrative regulations and procedures for curriculum and instruction. (5 CCR 11702)

(cf. 6143 - Courses of Study)

Before beginning the independent study, each written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee designated as responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747, 5 CCR 11702)

The agreement shall state that the parent/guardian's signature confirms his/her permission for the student's independent study as specified in the agreement.

Monitoring Student Progress

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

However, the independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

Instruction

AR 6158(f)

Independent Study

- 1. A letter to the student and/or parent/guardian*
- 2. A meeting between the student and the teacher and/or counselor*
- 3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate*
- 4. An increase in the amount of time the student works under direct supervision*

When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator shall be to:

- 1. Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction*
- 2. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the district's educational programs*
- 3. Develop and manage the budget for independent study*
- 4. Recommend the selection of certificated staff to be assigned as independent study teachers to the Executive Director, Student Services*
- 5. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator*
- 6. Approve or deny the participation of students requesting independent study*
- 7. Facilitate the completion of written independent study agreements*

8. Assure a smooth transition for students into and out of the independent study mode of instruction

Instruction

AR 6158(g)

Independent Study

9. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record

10. Complete or coordinate the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

(cf. 4112.2 - Certification)

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

The independent study administrator may recommend and the Superintendent or designee shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

The ratio of student average daily attendance to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate

2. Supervise and approve coursework

3. Design lesson plans and make assignments

4. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due

5. Provide direct instruction and counsel as necessary for individual student success

Instruction

AR 6158(h)

Independent Study

6. Regularly meet with the student to discuss the student's progress

7. Judge the time value of assigned work or work products completed and submitted by the student

8. Assess student work and determine and assign grades or other approved measures of achievement

9. Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below

10. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below

11. Maintain any other required records and files on a current basis

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.

2. A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identify course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements.

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.

4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

(cf. 3580 - District Records)

Instruction

AR 6158(i)

Independent Study

The above records shall be maintained for three years, excluding the current fiscal year.

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

(cf. 5125 - Student Records)

Student Rights and Responsibilities

Students participating in independent study shall have the right, continuously, to enter or return to the regular classroom mode of instruction, including upon termination of the agreement.

Independent study students who are late, miss scheduled conferences or do not submit assigned work on time shall not be reported as tardy or truant. However, the independent study administrator shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in Board policy and the written independent study agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation which may result in termination of the independent study agreement and the student's return to a regular classroom or alternative instructional program.

Administration of Independent Study

~~Each student's independent study shall be coordinated, evaluated and carried out under the general supervision of a certificated employee. (Education Code 51747.5)~~

Instruction

AR 6158(j)

Independent Study

~~The responsibilities of the independent study administrator shall be to:~~

- ~~1. Ensure that the district's independent study option is operated in accordance with law, Board policy and administrative regulation~~
- ~~2. Approve the participation of students requesting independent study~~
- ~~3. Facilitate the completion of written independent study agreements~~
- ~~4. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record~~
- ~~5. Authorize the selection of staff to be assigned to supervise independent study~~
- ~~6. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator~~
- ~~7. Complete or coordinate the preparation of all necessary records and reports~~
- ~~8. Establish and maintain in a systematic manner all records required by law, Board policy and administrative regulation~~
- ~~9. Monitor student participation in independent study so that the district stays within prescribed limits and income to the district is maximized~~
- ~~10. Develop and manage the budget for independent study~~
- ~~11. Obtain and maintain current information and skills required for the operation of an independent study strategy that meets established standards for the district's educational programs~~
- ~~12. Assure a smooth transition into and out of the independent study mode of instruction~~
- ~~13. Prepare and submit reports as required by the Board or Superintendent~~

Supervising Teachers

~~The principal may recommend and the independent study administrator shall approve the assignment of teachers to directly supervise independent study. The teacher may be the student's regular classroom teacher, particularly for elementary students.~~

~~The ratio of students to full-time equivalent certificated employees responsible for independent Instruction~~ AR 6158(k)

Independent Study

~~study shall not exceed the equivalent ratio for all other education programs in the district.~~

~~The teacher supervising independent study shall:~~

- ~~1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate~~
- ~~2. Supervise and approve coursework~~
- ~~3. Design all lesson plans and assignments~~
- ~~4. Assess all student work and determine and assign grades or other approved measures of achievement~~
- ~~5. Personally judge the time value of assigned work or work products completed and submitted by the student~~
- ~~6. Select and save with each agreement representative samples of the student's completed and evaluated assignments on not less than a monthly basis, preferably biweekly, and signed or initialed and dated in accordance with item #3 in the section on "Records" below~~
- ~~7. Sign and complete the agreement when the student has reached his/her objectives or the agreement is terminated~~
- ~~8. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below~~
- ~~9. Maintain any other required records and files on a current basis~~

Records

~~For audit purposes, the Superintendent or designee shall maintain the following records: (Education Code 51748; 5 CCR 11703)~~

- ~~1. A copy of the Board policy, administrative regulation, and other procedures related to independent study~~
- ~~2. A separate listing of the students and adult education students, by grade level, program and school, who have participated in independent study, identifying units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identifying course credits~~

~~attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements~~

Instruction

AR 6158(I)

Independent Study

~~3. A file of all agreements, with representative samples of each student's or adult education student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher~~

~~4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student or adult education work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons~~

~~The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.~~

~~Each school shall maintain records for the students at that school.~~

~~A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)~~

~~(cf. 5125—Student Records)~~

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
approved: September 5, 2007 Manhattan Beach, California
reviewed:

G. BOARD BUSINESS

8. **TITLE:** Ratify Appointment of Jim Sepanek to Fill the Vacant Position on the Bond Oversight Committee.

BACKGROUND: Per Section IX of the Bond Oversight Committee Bylaws, the Board may remove any Committee member, for cause, including failure to attend, without reason acceptable to the Committee, three (3) consecutive Committee meetings or for failure to comply with the Committee's Ethics Policy. A member has been absent without reason for three consecutive meetings and was removed from the committee earlier this year. After a review of applications by the Board President and Board representatives to the BOC, the recommendation for replacement is Jim Sepanek. Mr. Sepanek's application is included for your information.

ACTION RECOMMENDED: Ratify appointment of Jim Sepanek to fill the position for the remaining term.

PREPARED BY: Steve Romines, Assistant Superintendent of Administrative Services

DATE OF BOARD MEETING: October 6, 2010

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES

- Purpose: To ensure that General obligation Bond funds are used in accordance with the intention of the voters and with the highest possible level of efficiency so that Mira Costa High School is renovated and improved to better serve the educational needs of the students in our community.
- Goals: To validate to the community and to the Board of Trustees that all funds are expended as stated in the bond proposal and as approved by voters on November 7, 2008.
To provide progress reports to the Board of Trustees, MBUSD staff, parents, and members of the community.

APPLICATION FOR APPOINTMENT

General Information

Name: JIM SEPANEK
 Home Address: 1
 Telephone # (home): _____

Employment Information

Name of Employer: SIGNATURE EYEWEAR
 Work Address: _____
 Telephone # (work): _____

Educational Background (response optional)

College and/or University: SAN JOSE STATE UNIV.
 Degree/Major: MBA

Vocational and/or other institutions: _____
 Certificate/Technical Training: _____

Have you ever been employed by the Manhattan Beach Unified School District? [] Yes [x] No

Qualifications: Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page, if needed.)

As an executive, I have direct responsibility for managing P/L's and large budget programs. As a result, I understand the complexities of running large scale projects and the fiscal discipline required to bring them in on time and on budget.
 Please answer the following questions:

- How long have you been a resident of Manhattan Beach? 5 Years 1 Months
- Do you have or have you had children or grandchildren in the Manhattan Beach public schools? [x] Yes [] No
- Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee [] Yes [x] No
If yes, explain: _____

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)
As a parent of children at Mira Costa, I want only the best for them. However, current economic conditions will require strict oversight to manage the project while keeping the public's trust. I want to be a part of that process.
5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where? *No*

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings? *YES*

Additional Information

Have you been a member of any other district or school-based committee? Yes No
 If so, in what capacity? _____

Personal References: List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Business/Occupation</u>
1. <i>Susan Warshaw</i>	_____	_____	_____
2. <i>St. McKeegan</i>	_____	_____	_____
3. <i>Charmain Nelson</i>	_____	_____	_____

Certificate of Applicant: All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature:  Date: *9.30.08*

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.

Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008