

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

**July 21, 2009
6:00 Closed Session
6:30 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 (6:00)
2. Recess to Closed Session
3. Reconvene Open Session (6:30)
4. Report of Action Taken During Closed Session
5. Pledge of Allegiance
6. Approval of Agenda

B. ANNOUNCEMENTS AND COMMUNICATIONS (20 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. Board Member Announcements

C. PRESENTATION/DISCUSSION/ACTION ITEMS (45 Minutes)

- | | |
|----------------------|---|
| Hall
1-1c | 1. Declaration of Need for Fully Qualified Educators (Approval is Requested) |
| Seaton
2 | 2. California Healthy Kids Survey (Information Only) |
| Schwabe | 3. Restoration of Programs (Direction Requested) |

D. INFORMATION/DISCUSSION ITEMS

None.

E. CONSENT CALENDAR (10 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

- Schneider 3-5** 1. Ratify Student Services Consultant Agreement with Gregor Enterprises, dba Families First, to provide Educational Services from July 1, 2009, through June 30, 2010. Not-to-exceed \$3,000.00. Funds to be paid from Students Services Agreement for Services account #01.0-00000.0-00000-31100-5850-0000113. This item has been budgeted.
- Schneider 6-7** 2. Approve Consultant Agreement for Connie Hatt to assist with vision and hearing screenings, from September 1, 2009, through June 30, 2010, to be paid at the rate of \$31.93 per hour, not-to-exceed \$1,800.00, charged to acct. #01.0-00000.0-00000-31400-5850-0000013, Consultant – Health Program.
- Schneider 8-39** 3. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Resources in Autism Education. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEPs), and as per Compromise and Release Agreement Office of Administrative Hearings (OAH) Case No. N2009040116. The Master Contract is effective from July 1, 2009, through June 30, 2010. \$8,083.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$80,140.00, in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000052. This item has been budgeted.
- Schneider 40-45** 4. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Family Life Center, Inc., dba Larry M. Simmons High School. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEPs). The Master Contract is effective from July 1, 2009, through June 30, 2010. \$41,584.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.
- Schneider 46-51** 5. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Heritage Schools, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEPs). The Master Contract is effective from July 1, 2009, through June 30, 2010. \$28,072.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052; \$24,072.00, in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.
- Schneider 52-53** 6. Ratify Student Services Special Employment Agreement for 2009/10 fiscal year with Sonia Dickson-Bracks, Autism Specialist, to provide training for parents, general education teachers, and aides, and for the home program in the area of autism; and to provide after-school social skills groups and assistance for the development of programs for children on the autism spectrum. Contract is effective from July 1, 2009, through June 30, 2010. Amount not-to-exceed \$88,200.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

- Schneider 54-55** 7. Approve Student Services Special Employment Agreement for 2009/10 fiscal year with Robin Shipley, M.S., Autism Specialist, to provide social skills training for students, parents, teachers, aides, and home program in the area of autism; and conduct social skills groups while providing assistance for the development of programs for children on the autism spectrum. Contract is effective from July 27, 2009, through June 30, 2010. Amount not-to-exceed \$46,800.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted
- Schneider 56-57** 8. Ratify Student Services Special Employment Agreement for 2009/10 fiscal year with John Staubitz, M.S., Board Certified Behavior Analyst (BCBA), to provide behavior analysis and consultant services, from July 1, 2009, through July 16, 2009. Amount not-to-exceed \$3,674.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.
- Schneider 58-59** 9. Removed.
- Schneider 60** 10. Ratify reimbursement to parents for educational costs of not-to-exceed \$483.04, incurred from April 3, 2009, through April 5, 2009, as per Individualized Education Plan (IEP) mandated visits, and in accordance with our visitation policy. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71101-5813-0000053. This item has been budgeted and accrued to 08/09 fiscal year.
- Schneider 61-64** 11. Ratify agreement with Fagen, Friedman & Fulfroost, LLP, to provide legal services, eff. July 1, 2009. This item has been budgeted.
- Seaton 65-67** 12. Approve participation in the Beachfront Consortium for the 2009-2010 school year.
- Seaton 68-69** 13. Approve an overnight field trip for the Mira Costa High School Girls' Tennis Team to travel to La Quinta High School and Palm Desert High School tennis matches, on September 25-26, 2009. The students and chaperones will leave on Friday afternoon, September 25, and return on Saturday afternoon, September 26. There will be ten female students and two chaperones. Transportation will be by van rental.
- Seaton 70-72** 14. Approve contract with West Coast Protection LLC, dba Interquest Detection Canines, from September 2009, through June 2010, in an amount not-to-exceed \$4,050.00, to be paid from a grant through Beach Cities Health District.
- Schwabe** 15. Approve recommendation that administrator contracts be extended as follows: Executive Director contracts (2) be extended an additional year, through June 30, 2011; and Assistant Superintendent, Administrative Services contract be extended an additional year, through June 30, 2011; Board President and Superintendent to be authorized to sign contracts as amended.
- Schwabe 73-74** 16. Ratify consultant agreement for Gail Currey College Counseling LLC, a limited liability company, to provide the services necessary to serve as a College and Career Counseling Consultant from July 1, 2009, through June 30, 2010, to be paid \$71,500.00, for the 2009-2010 school year, charged to acct. #01.0-00000.0-00000-31101-5850-9000000. Funding is through Manhattan Beach Education Foundation at no cost to the District.

**Hall
75**

Personnel

- 76 17. Approve/ratify layoff (due to lack of funds) of classified personnel at effective dates listed (see attached).
- 77 18. Ratify change of status of classified personnel at effective dates listed (see attached).
- 78 19. Ratify employment of classified personnel for summer 2009 (see attached).
20. Approve resignation of classified personnel at effective dates listed:
Bell, Olin, Special Ed. I.A., MBMS, effective 06/19/09 (Resignation)
Rocha, Joanna, EDP Assistant, Pennekamp, effective 06/19/09 (Resignation)
21. Ratify leave of absence for classified employees at effective dates as listed:
Brown, Ronald, Operations Crew Leader, MCHS (Contract article 6) effective 07/06/09 – 07/31/09
Maher, John Jr., Operations Worker, Pennekamp, (Contract article 6) effective 07/01/09 – 07/30/09
22. Ratify employment of Heather Hoffman as long-term substitute at current rate of pay eff. 6/9/09.
23. Revise Special Education Summer School funding at Mira Costa High School to include a planning period of one hour per day, 4 days per week, to be paid at the rate of \$31.83 per hour, for Tom Cox (6/22/09 – 7/30/09), Julie Hallgrimson (6/22/09 – 7/9/09), and Monica Pherson (6/22/09 – 7/9/09).

Romines

Business

- 79-81 24. Adopt Resolution 2009-20, Authorizing the Purchase of Smart Technologies from California Western Visuals Off the California Multiple Award Schedule (CMAS).
- 82 25. Approve the rejection of all bids and authorize new bids for the Mira Costa High School Fire Life Safety project for the auditorium and gymnasium.
- 83-91 26. Approve the professional consulting agreement for Keygent LLC, to perform a Recovery Max Benefit Eligibility Review. There is no cost to the District.
- 92-93 27. Approve increase in school lunch prices as follows:
Elementary lunch price increase from \$3.00 to \$3.25
Middle School and High School lunch price increase from \$3.50 to \$3.75
Secondary breakfast price increase from \$1.75 to \$2.00
Reduced breakfast price increase from \$0.00 to \$.30
Adult lunch increase from \$4.00 plus tax, to \$4.25 plus tax

The \$.30 charge for the reduced breakfast is the minimum charge set by the National School Lunch Program (NSLP).

The tax added to the adult lunch is a recent requirement for all non-student “hot prepared meals” per the State Board of Equalization code section 1603 taxable sale of food products.

- 94-97 28. Ratify purchase orders to date.
- 98-99 29. Accept, with appreciation, gifts to the District from the Walsh Family.
- 100-102 30. Accept Developer Fee report for the month of June 2009.

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 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)

- Schneider** 1. Receive for second reading and adoption, Administrative Regulation 5131.9,
103-109 Academic Honesty and Exhibit 5131.9, Point System Ethics Policy.
- Schneider** 2. Receive for first reading and adoption, revised Board Policy and Administrative
110-141 Regulation 5144.1, Suspension and Expulsion/Due Process

H. SUPERINTENDENT/CABINET REPORT (5 Minutes)

- 1. Leadership Forum
- 2. New Employee Orientation
- 3. Special Education Summer School

I. PUBLIC COMMENTS (10 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

July 21, 2009

6:00 P.M.

1. Conference with district labor negotiators Janet Schwabe and Steve Romines regarding MBUTA negotiations, per Government Code Section 54957.6.
2. Conference with district labor negotiators Janet Schwabe and Steve Romines regarding CSEA negotiations, per Government Code Section 54957.6.
3. Public employee discipline/dismissal/release, pursuant to Government Code Section 54957.

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

(Note: These dates are subject to change)

JULY

July 21, 2009, 6:30 PM
Board Meeting

July 24, 2009
District Office Closed

July 31, 2009
District Office Closed

AUGUST

August 7, 2009
District Office Closed

August 14, 2009
District Office Closed

August 26, 2009, 6:30 PM
Board Meeting

SEPTEMBER

September 1, 2009
Teachers Return

September 2, 2009
First Day of School

September 2, 2009, 6:30 PM
Board Meeting

September 7, 2009
Labor Day

September 16, 2009, 6:30 PM
Board Meeting

C. **PRESENTATION/DISCUSSION/ACTION ITEMS**

1. **TITLE:** Declaration of Need for Fully Qualified Educators

BACKGROUND: At times it is necessary for us to obtain or renew emergency permits for teachers to teach in subject areas where there is a critical shortage of fully credentialed people or for some long-term substitute teachers. The Commission is phasing out emergency permits, however we are submitting the Declaration of Need this year in order to issue new ones for current teachers or for long term substitute teachers if necessary. Formerly, if a district was unable to find a fully credentialed teacher and had to apply for an emergency permit for a specific person to teach the class, it had to fill out a lengthy form each time the need arose. The Commission on Teacher Credentialing has made it possible for districts to do this once per year with a declaration from the Board as follows:

The Governing Board of the Manhattan Beach Unified School District hereby declares that there are an insufficient number of certificated persons who meet the district's specified employment criteria for the positions listed below:

1. SPECIAL EDUCATION
 - a. Education Specialist
 - b. Speech & Language Pathologist
2. SINGLE SUBJECT
 - a. English
 - b. Foreign Language
 - c. Math
 - d. Science
 - e. Social Science
3. MULTIPLE SUBJECTS
4. PUPIL PERSONNEL SERVICES: COUNSELING
5. CLAD IN ALL SUBJECT AREAS AND GRADE LEVELS

This declaration shall remain in effect until June 30, 2010.

ACTION RECOMMENDED: Approval

PREPARED BY: Kathy Hall, Director of Human Resources

DATE: July 21, 2009

AGENDA NOTE AGENDA NOTE AGENDA NOTE



State Of California
 California Commission On Teacher Credentialing
 Box 944270
 1900 Capitol Avenue
 Sacramento, CA 94244-2700

Telephone:
 (916) 445-7254 or (888) 921-2682
 E-mail: credentials@ctc.ca.gov
 Web site: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original declaration of need for year 2009-2010
- Revised declaration of need for year _____

For Service in a School District

Name of District Manhattan Beach Unified School District District CDS Code 75333

Name of County Los Angeles County CDS Code 19

By submitting this annual Declaration the district is certifying the following:

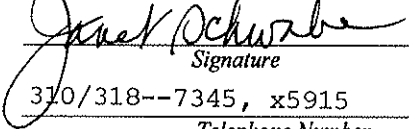
- a diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- if a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 07 / 21 / 2009 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the Board agenda item**

With my signature below I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2010.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Janet Schwabe</u> <i>Name</i>	 <i>Signature</i>	<u>Deputy Superintendent Human Resources</u> <i>Title</i>
<u>310/303--3824</u> <i>Fax Number</i>	<u>310/318--7345, x5915</u> <i>Telephone Number</i>	<u>July 13, 2009</u> <i>Date</i>
<u>325 So. Peck Ave. Manhattan Beach, CA 90266</u> <i>Mailing Address</i>		
<u>jschwabe@manhattan.k12.ca.us</u> <i>E-Mail Address</i>		

For Service in a County Office of Education, State Agency or Non-Public School or Agency

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

(Complete only the appropriate line.)

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

(continued)

1.a.

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► This declaration must be on file with the California Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

Areas of Anticipated Need for Fully Qualified Educators

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD (applicant already holds teaching credential)	60
BCLAD (applicant already holds teaching credential)	
List Target Language(s) for BCLAD Permit(s)	
Resource Specialist	4
Library Media Teacher Services	
Clinical or Rehabilitative Services:	
Language, Speech and Hearing	3
Special Class Authorization	6

Limited Assignment Permits

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of limited assignment permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	4
Single Subject	5
TOTAL	9

(continued)

1b.

Efforts to Recruit Certificated Personnel

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for more details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable teacher is not available to the school district, the district made a reasonable effort to recruit an individual for the assignment, in the following order:

- an individual who is scheduled to complete initial preparation requirements within six months
- a candidate who qualifies and agrees to participate in an approved internship program in the region of the school district

Efforts to Certify, Assign, and Develop Fully Qualified Personnel

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an internship program. Cal State Dominguez Hills, Loyola Marymount University, Los Angeles, Cal State Long Beach, National University

If no, explain why you do not participate in an internship program.

1.0.

C. PRESENTATION/DISCUSSION/ACTION ITEMS

2. **TITLE:** Key Findings of the 2008-2009 Administration of the California Healthy Kids Survey

BACKGROUND: The California Healthy Kids Survey (CHKS) is a comprehensive, youth health risk and resilience data collection service sponsored by the California Department of Education. Since the Fall of 2003, the California Department of Education has mandated that all school districts that receive funding under the federal Safe and Drug Free Schools and Communities Act (SDFSCA) or state Tobacco Use Prevention Education (TUPE) program must administer the survey at least once every two years and report the results publicly. The survey meets the student data collection requirements in the No Child Left Behind Act of 2001.

More generally, this survey grew out of California Department of Education's commitment to promoting the well-being and positive development of all youth. It is rooted in the recognition that improvements in academic achievement cannot occur without addressing the health and behavioral risks that confront our state's youth and establishing environments that support learning.

The Manhattan Beach Unified School District administered the CHKS to students in grades 5, 7, 9, and 11 in the spring of 2009. The results of the survey will be used to provide direction for the District's substance abuse prevention and education programs.

FISCAL IMPACT: The cost of administering the CHKS was paid out of the federal Title IV, Safe and Drug Free Schools and Communities account.

ACTION RECOMMENDED: None.

PREPARED BY: Lori Desmond, District Second Grade Chair
Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: July 21, 2009

BUDGET APPROVED BY: 
Steve Romines, Ph.D., Asst. Supt., Admin. Svcs.

E. **CONSENT CALENDAR**

1. **TITLE:** Student Services Educational Consultant Agreement for 2009/10 School Year with Gregor Enterprises, dba Families First.

BACKGROUND: Service agreement between the District and Gregor Enterprises, dba Families First, will be needed to provide attendance liaison services, from July 1, 2009, through June 30, 2010.

FINANCIAL IMPACT:

Not-to-exceed \$3,000.00.

Funds to be paid from Student Services Agreement for Services account, #01.0-00000.0-00000-31100-5850-0000113.

This item has been budgeted, and represents a reduction of \$2,000 from the prior year.

ACTION RECOMMENDED: Ratify this Student Services Consultant Agreement with Gregor Enterprises, dba Families First, to provide Educational Services from July 1, 2009, through June 30, 2010. Not-to-exceed \$3,000.00. Funds to be paid from Students Services Agreement for Services account #01.0-00000.0-00000-31100-5850-0000113. This item has been budgeted.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: July 21, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

AGREEMENT

FOR EDUCATIONAL CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 21st day of July, 2009, by and between the MANHATTAN BEACH UNIFIED SCHOOL DISTRICT, Los Angeles County, California, hereinafter referred to as the District and GREGOR ENTERPRISES, a California Corporation, dba Families First, hereinafter referred to as the Consultant.

WITNESSETH

WHEREAS, it is the desire of the governing board of District to employ a professionally trained consultant to serve as attendance liaison officers in a truancy reduction program, and WHEREAS, Consultant is especially trained, experienced and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned upon said terms and conditions.

TERMS OF THE AGREEMENT

The terms for the agreement shall be for the period commencing July 1, 2009 and terminating June 30, 2010, or for sixty billable hours, whichever comes first.

As a condition of this Agreement, CONSULTANT shall procure and maintain, for the duration of the Agreement and any renewals thereof, the following insurance coverage:

- a. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.
- b. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and general aggregate. The policy shall include an additional insured endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
- c. Automobile Liability Insurance on all vehicles operated in performance of services covered under this Agreement at the minimums required by the California vehicle code.

SERVICES TO BE RENDERED BY THE CONSULTANT

The Consultant will contact parents and students at schools in District for any or all of the following reasons as needed: when students are reported truant, and/or to perform address verifications, and/or to deliver confidential District correspondence to parents' homes. Consultant will provide documentation on all student and parent contacts, maintaining a database for the District.

All findings and reports of the Consultant will be released to the Governing Board and/or authorized employees of the District. Further release of said findings and reports will be at the discretion only of the Governing Board and/or authorized employees of the District.

The Consultant shall assume all expenses including, but no limited to, travel expenses and clerical costs incurred by him/her in connection with the performance of this agreement.

While performing the services herein the Consultant is an independent contractor and not an officer, agent or employee of the District.

Neither party shall assign this agreement nor any part hereof without the written consent of the other party, and either party may terminate this agreement at any time by written notification.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the services to be rendered, the District agrees to pay the Consultant a total not exceeding \$3,000, at a rate of fifty dollars (\$50.00) per hour.

Payment will be timely made following presentation of signed invoices for services. Invoices not paid within 30 days will be subject to a ten percent (10%) late fee.

Dated this 21st day of July, 2009.

CONSULTANT

**MANHATTAN BEACH UNIFIED
SCHOOL DISTRICT**

David Gregor, President Date
Families First
10073 Valley View Street #286
Cypress, CA 90630

Stephen Romines Date
Asst. Superintendent, Admin. Services

(714) 209-0102

TIN: 73-1643260

E. CONSENT CALENDAR

2. TITLE: Consultant Agreement for Connie Hatt

BACKGROUND: The District annually conducts vision and hearing screenings during the months of October, November and December, at the elementary schools and in January and February, at Mira Costa. In order to complete the screenings in the time provided, additional short-term assistance is required. The school nurses have requested the help of Connie Hatt, a retired school nurse.

FINANCIAL IMPACT:

Not-to-exceed \$1,800.

Funds to be paid from Consultant – Health Acct. #01.0-00000.0-00000-31400-5850-0000013. This item has been budgeted.

ACTION RECOMMENDED: Approve consultant agreement for Connie Hatt to assist with vision and hearing screenings, not-to-exceed \$1,800.00, from September 1, 2009, through June 30, 2011. Funds to be paid from Consultant – Health Program Acct. #01.0-00000.0-00000-31400-5850-0000013. This item has been budgeted.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

APPROVED BY: Steve Romines, Assistant Superintendent, Administrative Services

DATE OF MEETING: July 21, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

**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 Connie Hatt, social security number _____, and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational 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 **21st** day of July, 2009, by and between the Manhattan Beach Unified School District and the above named person, hereinafter called **Consultant**.

SERVICES TO BE RENDERED

Said person will serve as **Hearing and Vision Assessment Assistant**

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

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the services to be rendered, the District agrees to pay **\$31.93 per hour, not to exceed \$1,800.00** for services rendered.

DATES OF SERVICE

Said person agrees to render services on the following date or dates stated below:

July 21, 2009 through June 30, 2010

01.0 00000.0 00000 31400 5850 0000013
(Account Number)

Connie Hatt, Consultant

Ellyn Schneider
Executive Director, Student Services

Steve Romines
Assistant Superintendent,
Administrative Services

E. CONSENT CALENDAR

3. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Resources in Autism Education.

BACKGROUND: It is necessary to establish a District Master Contract for NPA Services with Resources in Autism Education, to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's), and as per Compromise and Release Agreement Office of Administrative Hearings (OAH) Case No. N2009040116, finalized May 27, 2009. The contract format has been updated for 2009/10 by Southwest Special Education Local Plan (SELPA).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from July 1, 2009, through June 30, 2010.

FINANCIAL IMPACT:

Amount not to exceed \$88,233.00.

\$8,083.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051;

\$80,140.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000052;

This item has been budgeted.

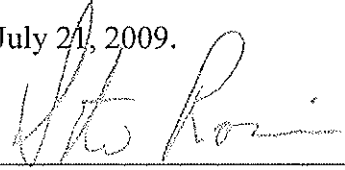
ACTION RECOMMENDED: Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Resources in Autism Education. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's), and as per Compromise and Release Agreement Office of Administrative Hearings (OAH) Case No. N2009040116. The Master Contract is effective from July 1, 2009, through June 30, 2010. \$8,083.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$80,140.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000052. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: July 21, 2009.

Approved by:


Steve Romines, Asst. Superintendent of Admin. Services

SOUTHWEST SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2009–2010

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District MANHATTAN BEACH UNIFIED

Contract Year 2009-2010

Nonpublic School
 Nonpublic Agency

Type of Contract:

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

1. MASTER CONTRACT	1
2. CERTIFICATION	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	2
6. INDIVIDUAL SERVICES AGREEMENT	2
7. DEFINITIONS	3

II. ADMINISTRATION OF CONTRACT

8. NOTICES	4
9. MAINTENANCE OF RECORDS	4
10. SEVERABILITY CLAUSE	5
11. SUCCESSORS IN INTEREST	5
12. VENUE AND GOVERNING LAW	5
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	5
14. TERMINATION	5
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	7
17. INDEPENDENT CONTRACTOR	7
18. SUBCONTRACTING	8
19. CONFLICTS OF INTEREST	8
20. NON-DISCRIMINATION	9

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	9
22. GENERAL PROGRAM OF INSTRUCTION	9
23. INSTRUCTIONAL MINUTES	10
24. CLASS SIZE	10
25. CALENDARS	11
26. DATA REPORTING	11
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	11
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	12
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	12
30. POSITIVE BEHAVIOR INTERVENTIONS	12
31. STUDENT DISCIPLINE	13
32. IEP TEAM MEETINGS	13

33. SURROGATE PARENTS	14
34. DUE PROCESS PROCEEDINGS	14
35. COMPLAINT PROCEDURES	14
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	14
37. TRANSCRIPTS	15
38. LEA STUDENT CHANGE OF RESIDENCE	15
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	15
40. PARENT ACCESS	15
41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES	16
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	16
43. STATE MEAL MANDATE	17
44. MONITORING	17

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	17
46. STAFF QUALIFICATIONS	18
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	18
48. STAFF ABSENCE	18
49. <i>STAFF PROFESSIONAL BEHAVIOR</i>	19

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	19
51. FACILITIES AND FACILITIES MODIFICATION	19
52. ADMINISTRATION OF MEDICATION	20
53. INCIDENT/ACCIDENT REPORTING	20
54. CHILD ABUSE REPORTING	20
55. SEXUAL HARASSMENT	20
56. REPORTING OF MISSING CHILDREN	20

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	21
58. RIGHT TO WITHHOLD PAYMENT	22
59. PAYMENT FROM OUTSIDE AGENCIES	23
60. PAYMENT FOR ABSENCES	23
61. INSPECTION AND AUDIT	24
62. RATE SCHEDULE	24
63. DEBARMENT CERTIFICATION	25
EXHIBIT A: RATES	27

2009-2010

CONTRACT NUMBER:
S10-M100

LEA: *Manhattan Beach Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Resources in Autism – 1A-19-018

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 21st day of July, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Resources In Autism Education (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.

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, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student

enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2009 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR fails to execute the new Master Contract within ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR (California Education Code section 5366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the

approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours lead to licensure or a student

teacher or inter leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.

- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including

supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

- Part A – Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

- \$1,000,000 per occurrence
- \$1,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the District and the Board of Education

as additional insured's premiums on all insurance policies shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss,

liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a joint venture, employer, or co-principle of LEA, then the LEA shall indemnify and hold the harmless CONTRACTOR.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the District may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if

provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

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.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including

individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable day's equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site. Extended School Year (ESY) shall be 20 instructional. Any days of ESY beyond 20 days shall be mutually agreed to in writing prior to the start of ESY.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, may include Martin Luther King, Jr. Day, Cesar Chavez Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic schools and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff, CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(1)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. Behavior intervention agencies shall provide the LEA with all training protocols behavior intervention staff employed by the NPA who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention NPAs will provide certification that all behavior aides who do not possess a license, credential or

recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)). If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA

shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) for all IEP planning and progress reporting. The SELPA shall provide training for any NPS and NPA to assure access to SEIS. The NPA and/or NPS shall maintain confidentiality of all IEP data on SEIS and shall protect the password requirements of the system. When a student disenrolls from the NPS, the NPS/NPA shall discontinue use of SEIS for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data

supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the Nonpublic Services Department when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) business days as specified in the Nonpublic Services Department Procedural Handbook. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left

Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, 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 or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the CDE On-site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified by the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation

(hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall

provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents *within than 30 days of known changes.*

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. *At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initial of each student for when the service was provided.*

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. SELPA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any

circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be

Notices to CONTRACTOR shall be addressed to:

Sabrina Marasovich, Director

Name

Resources in Autism Education

Nonpublic School/Agency/Related Service Provider

1223 El Prado Avenue

Address

Torrance Ca 90501

City State Zip

(310) 320-5856 (310) 787-1768

Phone Fax

www.autismmed.com

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

Mail Completed Contract & Invoices to:

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 Resources in Autism **CONTRACTOR NUMBER** 16467 2009-2010
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 10 **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 \$88,233.00
 Total LEA enrollment may not exceed 3

	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. Educational Counseling – Group of		
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		
(10) a. Behavior Intervention – BII	52.55	Per Hour
b. Behavior Intervention – BID	52.55	Per Hour
Provided by: _____		
(11) Nursing Services		

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

E. **CONSENT CALENDAR**

4. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Family Life Center, Inc. dba Larry M. Simmons High School.

BACKGROUND: It is necessary to establish a District Master Contract for NPS Services with Family Life Center, Inc. dba Larry M. Simmons High School, to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The contract format has been updated for 2009/10 by Southwest Special Education Local Plan (SELPA).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from July 1, 2009, through June 30, 2010.

FINANCIAL IMPACT:

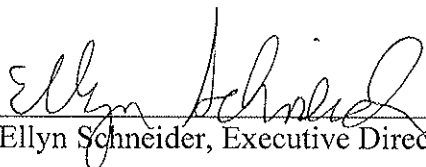
Amount not to exceed \$41,584.00

Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053

This item has been budgeted.


ACTION RECOMMENDED: Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Family Life Center, Inc., dba Larry M. Simmons High School. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. \$41,584.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: July 21, 2009.

Approved by:


Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:
S10-M010

LEA: *Manhattan Beach Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Family Life Center, Inc.
Db a Larry M. Simmons High School – 49-70862-0110916

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 21st day of July, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Family Life Center, Inc. db a Larry M. Simmons High School (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.

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,

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2009 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR fails to execute the new Master Contract within ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR (California Education Code section 5366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

provided specific services. Per Diem rates for LEA students who's IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

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 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provide herein.

CONTRACTOR, Family Life Center, Inc. Db a Larry M. Simmons High School Nonpublic School/Agency	School District	<u>Manhattan Beach Unified School District</u>
---	--------------------	--

By: _____
Signature Date
Susan Lemieux, Executive Director
Name and Title of Authorized Representative

By: _____
Ellyn Schneider, Date
Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

Susan Lemieux, Executive Director

Name

Family Life Center dba

Larry M. Simmons High School - Bodega

Nonpublic School/Agency/Related Service Provider

365 Kuck Lane

Address

Petaluma Ca 94954

City State Zip
(707) 769-6954 (707) 769-8469

Phone Fax

Kathleen Parker – Contracts

Girls – Bodega Site: 3478 bodega Avenue, Petaluma, Ca 94954

Boys – Kiva Site: 365 Kuck Lane, Petaluma, Ca 94954

Email: info@flcenter.com

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

Mail Completed Contract & Invoices to:

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 Family Life Center **CONTRACTOR NUMBER** 18890 2009-2010
(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 \$41,584.00
 Total LEA enrollment may not exceed 1

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>176.95</u>	<u>Per Day</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 _____
- (10) a. Behavior Intervention – BII _____
- b. Behavior Intervention – BID _____
- Provided by: _____
- (11) Nursing Services _____

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

E. CONSENT CALENDAR

5. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Heritage Schools, Inc.

BACKGROUND: It is necessary to establish a District Master Contract for NPS Services with Heritage Schools, Inc., to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The contract format has been updated for 2009/10 by Southwest Special Education Local Plan (SELPA).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from July 1, 2009, through June 30, 2010.

FINANCIAL IMPACT:

Amount not to exceed \$52,144.00.

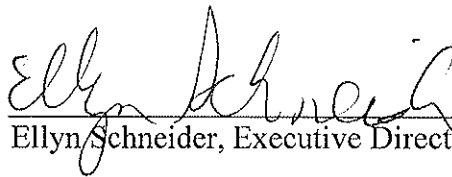
\$28,072.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052;

\$24,072.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053.

This item has been budgeted.


ACTION RECOMMENDED: Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Heritage Schools, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. \$28,072.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052; \$24,072.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: July 21, 2009.

Approved by:


Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:
S10-M014

LEA: Manhattan Beach Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Heritage Schools, Inc. – 77-76422-6131114

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 21st day of July, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as “LEA” or “District”) and Heritage Schools, Inc. (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.

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, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student

enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2009 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR fails to execute the new Master Contract within ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR (California Education Code section 5366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the

provided specific services. Per Diem rates for LEA students who's IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

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 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provide herein.

CONTRACTOR,
Heritage Schools, Inc.

School
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Jeremy Brown, C.F.O.

Name and Title of Authorized
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

Jeremy Brown, C.F.O.

Name

Heritage Schools, Inc.

Nonpublic School/Agency/Related Service Provider

5600 N. Heritage Drive

Address

Provo UT 84604-7701

City State Zip

(801) 226-4604 (801) 705-5365

Phone Fax

jbrown@heritagec.org

Email

Billing: Bonnie Schrader x4602

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

Mail Completed Contract & Invoices to:

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 Heritage Schools **CONTRACTOR NUMBER** 15248 **2009-2010**
(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 \$52,144.00
 Total LEA enrollment may not exceed 2

Rate	Period
<u>102.00</u>	<u>Per Day</u>

A. Basic Education Program/Special Education Instruction
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 _____
- (10) a. Behavior Intervention – BII _____
- b. Behavior Intervention – BID _____
- Provided by: _____
- (11) Nursing Services _____

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

E. **CONSENT CALENDAR**

6. **TITLE:** Student Services Special Employment Agreement for 2009/10 School Year with Sonia Dickson-Bracks, Autism Specialist.

BACKGROUND: An agreement is needed between the District and Sonia Dickson-Bracks, Autism Specialist, to provide training for parents, general education teachers, special education teachers, and aides, and for the home program in the area of autism. In addition, she will provide after-school social skills groups and assistance for the development of programs for children on the autism spectrum. Contract is effective from July 1, 2009 through June 30, 2010.

FINANCIAL IMPACT:

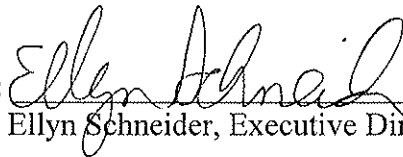
Not to exceed \$88,200.00.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-21000-5850-0000113;

This item has been budgeted.

ACTION RECOMMENDED: Ratify Student Services Special Employment Agreement for 2009/10 fiscal year with Sonia Dickson-Bracks, Autism Specialist, to provide training for parents, general education teachers, and aides, and for the home program in the area of autism; and to provide after-school social skills groups and assistance for the development of programs for children on the autism spectrum. Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$88,200.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

PREPARED BY:



Elyyn Schneider, Executive Director of Student Services

DATE OF MEETING: July 21, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

**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 Sonia Dickson-Bracks social security 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 21st day of July, 2009, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called:

Sonia Dickson-Bracks

Located at: Los Angeles, Ca 90025

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Autism Specialist Consulting Service.

Including: Training for parents, general education teachers, special education teachers and aides, and home program.

Will oversee after-school social skills groups and assist in program development for children on the Autism Spectrum.

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 \$420.00 per day for 180 instructional days and 30 Extended School Year days.

Not to Exceed \$88,200.00

DATE(S) OF SERVICE

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

From July 1, 2009 through June 30, 2010, 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.

01.0-65000.0-57500-21000-5850-0000113
Account Number

Provider of Service

Autism Specialist
Program

Ellyn Schneider,
Executive Director of Student Services

Steven Romines, Ed.D.
Assistant Superintendent of Administrative Services

E. **CONSENT CALENDAR**

7. **TITLE:** Student Services Special Employment Agreement for 2009/10 School Year with Robin Shipley, M.S., Autism Specialist.

BACKGROUND: An agreement is needed between the District and Robin Shipley, M.S., Autism Specialist, to provide social skills training for transition students, parents, general education teachers, special education teachers and aides, and the home program in the area of autism. In addition, she will conduct social skills groups and provide assistance for the development of programs for children on the autism spectrum, as needed by the Student Services Department, and as specifically required by Individual Education Plans (IEP's). Contract is effective from July 27, 2009 through June 30, 2010.

FINANCIAL IMPACT:

Not to exceed \$46,800.00.

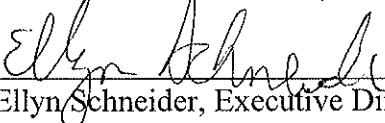
Funds to be paid from Special Education account,

#01.0-65000.0-57500-21000-5850-0000113;

This item has been budgeted.


ACTION RECOMMENDED: Approve Student Services Special Employment Agreement for 2009/10 fiscal year with Robin Shipley, M.S., Autism Specialist, to provide social skills training for students, parents, teachers, aides, and home program in the area of autism; and conduct social skills groups while providing assistance for the development of programs for children on the autism spectrum. Contract is effective from July 27, 2009, through June 30, 2010. Amount not to exceed \$46,800.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

PREPARED BY:


Elyn Schneider, Executive Director of Student Services

DATE OF MEETING: July 21, 2009

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

**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 Robin Shipley, M.S. social security 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 21st day of July, 2009, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called:

Robin Shipley

Located at: Los Angeles, Ca 90019

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Autism Specialist Consulting Service.
Emphasis on social skills training for transition students, parents, general education teachers, special education teachers and aides, and home program. Will conduct social skills groups and provide assistance in the development of programs for children on the Autism Spectrum.

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 \$390.00 per day for 120 instructional days. Not to Exceed \$46,800.00

DATE(S) OF SERVICE

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

From July 27, 2009 through June 30, 2010, 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.

01.0-65000.0-57500-21000-5850-0000113
Account Number

Autism Specialist
Program

Provider of Service

Ellyn Schneider,
Executive Director of Student Services

Steven Romines, Ed.D.
Assistant Superintendent of Administrative Services

E. CONSENT CALENDAR

8. **TITLE:** Student Services Special Employment Agreement for 2009/10 School Year with John Staubitz, M.S., B.C.B.A., (Board Certified Behavior Analyst).

BACKGROUND: An agreement is needed between the District and John Staubitz, M.S., B.C.B.A., to provide behavior analysis, as well as other behavior related services including Functional Behavior Assessment, Home Program Supervision, Program and Student Support, and Design and Supervision of Behavior Support Plans, as needed by the Student Services Department, and as specifically required by Individual Education Plans (IEP's). Contract is effective from July 1, 2009 through July 16, 2009.

FINANCIAL IMPACT:

Not to exceed \$3,674.00.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-21000-5850-0000113;

This item has been budgeted.

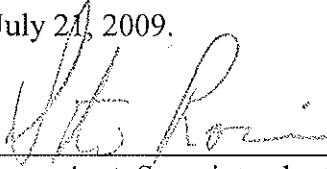
ACTION RECOMMENDED: Ratify Student Services Special Employment Agreement for 2009/10 fiscal year with John Staubitz, M.S., Board Certified Behavior Analyst (BCBA), to provide behavior analysis and consultant services, from July 1, 2009, through July 16, 2009. Amount not to exceed \$3,674.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: July 21, 2009.

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

**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 John Staubitz social security 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 21st day of July, 2009, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called:
John Staubitz
Located at: Santa Monica, Ca 90405

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Board Certified Behavior Analysis (BCBA), Home Program Supervisor, Program & Student Support.

Including: Functional Behavior Assessments, and Design and Supervision of Behavior support plans.

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 \$334.00 per day for 11 Extended School Year days.

Not to Exceed \$3,674.00

DATE(S) OF SERVICE

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

From July 1, 2009 through July 16, 2009, 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.

01.0-65000.0-57500-21000-5850-0000113

Account Number

Provider of Service

Board Certified Behavior Analyst (BCBA)

Program

Ellyn Schneider

Executive Director of Student Services

Steven Romines, Ed.D.

Assistant Superintendent of Administrative Services

E. **CONSENT CALENDAR**

9. **TITLE:** Student Services Special Employment Agreement for 2009/10 School Year with Ororah P. Bell, M.S., B.C.B.A., (Board Certified Behavior Analyst).

BACKGROUND: An agreement is needed between the District and Ororah P. Bell, M.S., B.C.B.A., to provide behavior analysis, as well as other behavior related services including Functional Behavior Assessment, Home Program Supervision, Program and Student Support, and Design and Supervision of Behavior Support Plans, as needed by the Student Services Department, and as specifically required by Individual Education Plans (IEP's). Contract is effective from July 27, 2009 through June 30, 2010.

FINANCIAL IMPACT:

Not to exceed \$71,500.00.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-21000-5850-0000113;

This item has been budgeted.

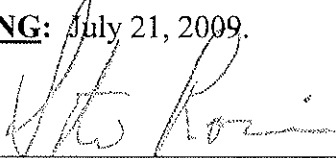
ACTION RECOMMENDED: Approve Student Services Special Employment Agreement for 2009/10 fiscal year with Ororah P. Bell, M.S., Board Certified Behavior Analyst (BCBA), to provide behavior analysis and consultant services, from July 27, 2009, through June 30, 2010. Amount not to exceed \$71,500.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: July 21, 2009.

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

E. CONSENT CALENDAR

10. **TITLE:** Reimbursement Agreement between Parents and District for Parent Travel as per Individualized Education Plan (IEP) Mandated Visits.

BACKGROUND: Per an IEP mandated visit, and in accordance with our visitation reimbursement policy, it was agreed to reimburse parents for travel costs incurred from April 3, 2009, through April 5, 2009.

FINANCIAL IMPACT:

Not to exceed: \$483.04.

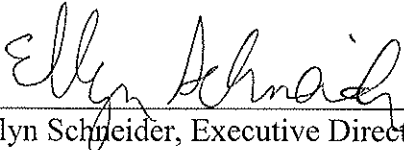
Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71101-5813-0000053.

This item has been budgeted and accrued to 08/09 fiscal year.

ACTION RECOMMENDED:

Ratify reimbursement to parents for educational costs of not to exceed \$483.04, incurred from April 3, 2009, through April 5, 2009, as per Individualized Education Plan (IEP) mandated visits, and in accordance with our visitation policy. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71101-5813-0000053. This item has been budgeted and accrued to 08/09 fiscal year.

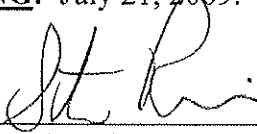
PREPARED BY:



Elyyn Schneider, Executive Director of Student Services

DATE OF MEETING: July 21, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

E. **CONSENT CALENDAR**

11. **TITLE:** Legal Services Agreement – Fagen, Friedman & Fulfroost, LLP

BACKGROUND: It is necessary to establish an agreement to renew the services of Fagen, Friedman & Fulfroost, LLP, for legal services. Effective July 1, 2009 a flat rate will apply for student and special education work. Other rates will remain unchanged.

FINANCIAL IMPACT:

Funds to be paid from Legal Services accounts, object code 5820, depending on type of legal issue for which services are rendered.
This item has been budgeted.

ACTION RECOMMENDED: Ratify Agreement with Fagen, Friedman & Fulfroost, LLP, to provide Legal Services, effective July 1, 2009. This item has been budgeted.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

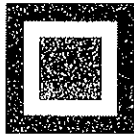
APPROVED BY: Steve Romines, Assistant Superintendent, Administrative Services

DATE OF MEETING: July 21, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE



AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Manhattan Beach Unified School District ("Client") and the law firm of Fagen Friedman & Fulfrosts ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Attorney agree as follows effective July 1, 2009:

Client hires Attorney as its legal counsel with respect to matters Client specifically refers to Attorney. Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Client agrees to pay Attorney for services rendered based upon the attached rate schedule.

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's statements within thirty (30) days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services hereunder after receipt of such notice. Attorney may withdraw its services hereunder with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Manhattan Beach Unified School District

Fagen Friedman & Fulfrosts, LLP

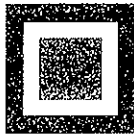
Dr. Beverly Rohrer, Superintendent

Peter K. Fagen, Managing Partner

Date: _____

Date: _____

62.



PROFESSIONAL RATE SCHEDULE

Manhattan Beach Unified School District
(Effective July 1, 2009)

1. ANNUAL FLAT FEE FOR PROFESSIONAL SERVICES

Fagen Friedman & Fulfrosts will provide student and special education legal services, including on-site "Office Hours" to address student and special education legal matters, to Manhattan Beach Unified School District for a flat fee of \$250,000 for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

The monthly legal services bill for student and special education work will be \$20,833.

Excluded Items.

The Flat Fee shall not include the following:

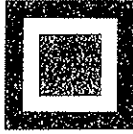
- (a) Costs and expenses;
- (b) Legal fees for any individual student or special education litigation matter above \$75,000; and
- (c) Non-student and special education legal services.

Fagen Friedman & Fulfrosts and Manhattan Beach Unified School District agree to meet in October, 2009 and February 2010 to evaluate and possibly modify this agreement.

2. HOURLY PROFESSIONAL RATES

For all matters falling outside of the Flat Fee for Professional Services agreement, with the exception of any individual student or special education litigation matter exceeding \$75,000 in legal fees during the 2009-2010 fiscal year, Client agrees to pay Attorney by the following standard rates:

Senior Partner / Of Counsel	\$ 240
Partner / Senior Attorney	\$ 220
Senior Associate	\$ 200
Associate	\$ 190
Education Consultant	\$ 150
Law Clerk / Senior Paralegal	\$ 125
Paralegal	\$ 100



Fagen Friedman & Fulfroost LLP

For any individual student or special education litigation matter that exceeds \$75,000 in legal fees during the 2009-2010 fiscal year, Client agrees to pay Attorney by the following standard rates for fees above \$75,000:

Senior Partner / Of Counsel	\$ 230
Partner / Senior Attorney	\$ 210
Senior Associate	\$ 190
Associate	\$ 180
Education Consultant	\$ 150
Law Clerk / Senior Paralegal	\$ 125
Paralegal	\$ 100

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

3. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

00145.00001/148273.1

64.

E. CONSENT CALENDAR

12. **TITLE:** Participation in the Beachfront Consortium

BACKGROUND: For the past twenty-seven years, the Manhattan Beach Unified School District has been a participant in the Beachfront Consortium. This consortium includes twelve neighboring districts. Representatives from the twelve districts are members of the Beachfront Consortium Executive Board, which meets monthly to share current trends and expertise, to coordinate programs, and to distribute pertinent information. A consortium agreement/invoice is attached for your approval. Each district pays a prorated cost determined by the number of students enrolled in the district. Manhattan Beach Unified School District will pay a total of \$75.00. This will be paid out of the Title II, Improving Teacher Quality account.

ACTION RECOMMENDED: Approve Manhattan Beach Unified School District's participation in the Beachfront Consortium for the 2009-10 school year.

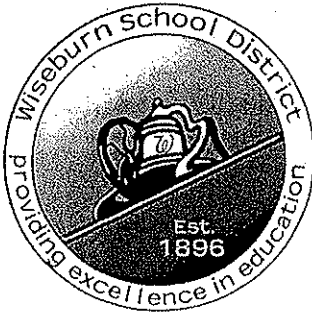
PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: July 21, 2009

BUDGET APPROVED BY:



Steve Romines, Ph.D., Asst. Supt., Admin. Svcs.



WISEBURN SCHOOL DISTRICT

Tom Johnstone, Ed.D., Superintendent

Board of Trustees

Israel A. Mora, President • Dennis Curtis, Clerk
Jo Anne Kaneda, Member • Nelson Martinez, Member • Brian Meath, Member

Juan De Anza • Peter Burnett • Juan Cabrillo • Richard Henry Dana

June 15, 2009

TO: All Beachfront Consortium Executive Board Members
FROM: Jane Comitz, Treasurer Beachfront Consortium
RE: Beachfront 2009-10 Agreement and Invoice for Costs

Wiseburn School District has agreed to be the fiscal agent for the Beachfront Consortium for the 2009-10 school year.

The invoiced amount for the Manhattan Beach Unified School District
is 75.00 for the 2009-10 school year.

By September 31, 2009, please have your School Board approve the 2009-10 Beachfront dues and return the invoiced amount to:

**Eileen Malott
Wiseburn School District
13530 Aviation Bl.
Hawthorne, CA 90250
(310) 725-5442**

Make checks payable to Wiseburn School District.

**BEACHFRONT CONSORTIUM
INPUT FOR PROPOSED DUES STRUCTURE
2009-10**

Table I. Cost per District per CBED's @ \$25 per 2,500 students

Centinela Valley	7,339	=	75
Culver City	6,684	=	75
El Segundo	3,264	=	50
Hawthorne	9,100	=	100
Hermosa Beach	1,176	=	25
Inglewood	14,934	=	150
Lawndale	6,243	=	75
Lennox	7,607	=	100
Manhattan Beach	6,481	=	75
Palos Verdes	12,033	=	125
Redondo Beach	8,277	=	100
Torrance	24,758	=	250
Wiseburn	2,273	=	<u>25</u>
Total			\$1,225

Table II. Proposed Budget for 2007-08 (Program # 01.0-00010.0-0000010)

4350	Food	500
4350	BFC Yellow Book/Duplication of Materials	<u>725</u>
Total		\$1,225

E. CONSENT CALENDAR

13. **TITLE:** Overnight Field Trip - Mira Costa High School Girls' Tennis Team at Palm Springs, California

BACKGROUND: Athletes from the Mira Costa High School Girls' Tennis Team will travel to Palm Springs, California to participate in tennis matches at La Quinta High School and Palm Desert High School on September 25-26, 2009. There will be ten female athletes participating in this event, with one adult female chaperone and one adult male chaperone.

The cost for this field trip will be paid for by each student. The Tennis Booster Club will offer scholarships for this trip. Transportation will be by van rental through the high school.

ACTION RECOMMENDED: Approval is requested.

PREPARED BY: Julie Ruisinger, MCHS Principal
Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: July 21, 2009

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
OVERNIGHT FIELD TRIP REQUEST FORM

Name of Person Requesting Approval: Joe Casulli Your Position: Coach
Your Location/School Site: MCHS Your Work Telephone: 310-318-7337

Name/Grade Level(s) of Class Participating: 9-12

Dates of Travel: from 9/25/09 to 9/26/09

Name of Destination: Palm Springs - La Quinta H.S.; Palm Desert H.S.

Destination Address: La Quinta H.S. 79255 Westward Ho Drive, HQ 92253

Destination Phone Number: (760) 772-4150

Name of Contact Person at Destination: Mike Gates - coach

Reason for Travel/Educational Goal: Tennis matches

Number of Students Attending: Male: _____ Female: 10

*Number of Chaperones: Male: 1 Female: 1

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

1. Shari Casulli 310-374-1949

2. _____

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: None Contact: _____

(Proof of Insurance must accompany this form.)

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

Method of Transportation (be specific): Van Rental

Name and Address of Hotel (be specific): To be determined by Booster Club

How Many Days of School Will Be Missed? 1/2 day List School Dates Missed: 9/25/09

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

If so, what type? _____

Will scholarships be provided? _____ Will any cost (including sub costs) be borne by the district? No If so, why? Booster Club paying all expenses

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: Joe Casulli Principal: Paula Spence 9/18/09

Exec. Dir, Ed. Srvs: Carolyn Seaton Clerk, Board of Trustees: _____

Exhibit

version: May 21, 2008

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Manhattan Beach, California

E. CONSENT CALENDAR

14. **TITLE:** Canine Detection Services between the Manhattan Beach Unified School District and Interquest Detection Canines®

BACKGROUND: The following agreement between the Manhattan Beach Unified School District and Interquest Detection Canines® provides eighteen unannounced, half day visits to Mira Costa High School by non-aggressive contraband detection canines. The contract begins in September, 2009, and concludes in June, 2010. The areas subject to inspection by the canines include communal areas, lockers, gym areas, high school and District parking lots (automobiles), grounds, and other select areas as directed by District officials. The canines will not be used to detect contraband on (sniff) individual students or staff under any circumstances.

FISCAL IMPACT: The fee for each visit to the Mira Costa High School campus is \$225.00. The total cost of the agreement, \$4,050.00, is covered as part of the Beach Cities Health District Substance Abuse Prevention and Education Grant to the District. There will be no impact on the District's general fund.

ACTION RECOMMENDED: Approval by the Board.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: July 21, 2009

BUDGET APPROVED BY:


Steve Romines, Ph.D., Asst. Supt., Admin. Svcs.

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

West Coast Protection LLC
dba: (Interquest Detection Canines)

Manhattan Beach Unified School District
(the District)

This shall serve as an agreement by and between Interquest Detection Canines and the District for substance awareness and detection services for the period of September 2009 through June 2010.

It is understood that the District has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, and prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the District's desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services at Mira Costa High School utilizing non-aggressive contraband detection canines. Such inspections will be conducted on unannounced bases under the auspices and direction of the District administration with INTERQUEST acting as contractors of the District while conducting such inspections. Communal areas, lockers, gym areas, high school and District parking lots (automobiles), grounds, and other select areas as directed by District officials, shall be subject to inspection. Contraband detected on District property is the responsibility of the District.

INTERQUEST policy precludes the use of detection canines to "sniff" individuals under any circumstances.

INTERQUEST agrees to provide 18 Half DAY visits for the duration of the contract. The District may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$225.00/visit. Multiple canine teams will be charged on a per team basis. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The District agrees to pay for services within thirty (30) days of receipt of such invoice.

Upon entering into this Agreement, the DISTRICT or a designee from Mira Costa High School shall provide INTERQUEST with a school calendar denoting inappropriate canine visit dates during the school year. The calendar will serve as an addendum to this Agreement. INTERQUEST will schedule visits based on available dates as reflected on the calendar. Service will not be scheduled until the calendar is received.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required. Detection canines are certified as reliable by the United States of America Detection Dog Association. All employees are registered with the Department of Justice in accordance with California Education Code requirements.

INDEPENDENT CONTRATOR STATUS

While performing its obligations under this agreement, INTERQUEST is an independent contractor and not an officer, employee or agent of the DISTRICT. INTERQUEST shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the DISTRICT.

INDEMNIFICATION

INTERQUEST agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees from and against any and all liability, loss, damage, or expenses for claims for damages including but not limited to, bodily injury, death, personal injury or property damage, to the extent that such liability, loss damage or expense is directly and proximately caused by the negligence or wrongful acts of the INTERQUEST operations, or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by or on behalf of INTERQUEST by any person pursuant to this agreement. INTERQUEST further agrees to pay on behalf of the DISTRICT any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting there from.

INSURANCE

Without limiting INTERQUEST's indemnification of the DISTRICT, INTERQUEST shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the DISTRICT and evidence of such programs satisfactory to the DISTRICT shall be delivered to the DISTRICT on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modifications or termination of any program of insurance.

• GENERAL LIABILITY – A program including, but not limited to, comprehensive contractual general liability coverage, with a combined single limit of not less than \$4,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents and employees as an Additional Insured.

• AUTOMOBILE LIABILITY - A program including, but not limited to, comprehensive automobile liability with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents, and employees as Additional Insured.

• WORKERS' COMPENSATION – A program of workers' compensation insurance shall be in force and form to meet all applicable requirements of the Labor Code of the State of California and specifically cover all persons providing services by or on behalf of INTERQUEST and all risks to such persons under this agreement.

Satisfactory evidence of the above required insurance programs shall be in the form of a Certificate of Insurance along with the appropriate policy endorsements affording Additional Insured Coverage.

INTERQUEST DETECTION CANINES

FOR THE DISTRICT:

Scott Edmonds
President

By _____

DATE: _____

DATE: _____

Please return one (1) copy of this Agreement and your District calendar in the enclosed envelope. Retain the other copy for school files.

E. CONSENT CALENDAR

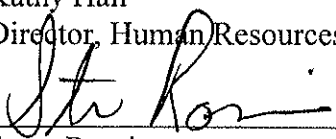
16. **TITLE:** Consultant Agreement for Gail Currey College Counseling LLC, a limited liability company

BACKGROUND: The consultant will provide college and career counseling services at Mira Costa High School during the 2009-2010 academic year, including counseling students and parents, presentations to students and parents, visiting colleges, coordinating and communicating with college representatives, attending college counseling workshops and seminars, and other counseling related services. The consultant will have flexible hours and will perform tasks at the College and Career Center ("CCC"), at her home office, or at other locations. Some weeks of service will require approximately 30 hours, and others will require additional time, as the calendar and schedules demand. This amount has been budgeted into the MBEF 2009-2010 school year budget.

ACTION RECOMMENDED: Ratify consultant agreement for **Gail Currey College Counseling LLC, a limited liability company** to provide the services necessary to serve as a College and Career Counseling Consultant from July 1, 2009, through June 30, 2010, at the rate of \$71,500 for the 2009-2010 school year, and to be charged to Acct. #01.0-00000.0-00000-31101-5850-9000000.

FISCAL IMPACT: None (MBEF funding)

PREPARED BY: Kathy Hall
Director, Human Resources

APPROVED BY: 
Steve Romines
Assistant Superintendent, Administrative Services

DATE: July 21, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

**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 **Gail Currey College Counseling LLC, a limited liability company (“consultant”)** whose last four digits of security number are _____, and WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational 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 21st day of July 2009, by and between the Manhattan Beach Unified School District and the above named person, hereinafter called **Consultant**.

SERVICES TO BE RENDERED

Said person will serve as a **College and Career Counseling Consultant**. This service does X does not ___ require direct contact with students.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the services to be rendered, the District agrees to pay the sum of **\$71,500** for services rendered during the 2009-2010 school year.

DATES OF SERVICE:

Said person agrees to render services on the following date or dates stated below:

July 1, 2009, through June 30, 2010

01.0-00000.0-00000-31101-5850-9000000
(Account Number)

(Consultant, Lecturer, Etc.)

Kathy Hall
Director, Human Resources

Steve Romines
Assistant Superintendent, Administrative
Services

E. CONSENT ITEMS

TITLE: Personnel Items

BACKGROUND: The Personnel items listed on the agenda for the meeting of July 21, 2009, are standard. The personnel lists are attached.

ACTION RECOMMENDED: Approval is recommended.

PREPARED BY: Kathy Hall, Director of Human Resources

DATE OF BOARD MEETING: July 21, 2009

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Approve/ratify layoff (due to lack of funds) of classified personnel at effective dates listed:

Adams, Brian, Computer Lab Specialist, Pacific, effective 07/01/09
Bangasser, Edward, PE Assistant, MBMS, effective 07/27/09
Brunkhardt, Norma, Computer Lab Specialist, Grand View, effective 07/01/09
Camacho, Mabel, I.A., ESL, MCHS, effective 07/01/09
Cambra, Lynette, I.A., Grand View, effective 07/01/09
Cartland, LaDonna, I.A., Grand View, effective 07/01/09
Catella, Gina, I.A., Pacific, effective 07/01/09
Costa, Stacia, Library Media Specialist, Pennekamp, effective 07/01/09
Cota, Gilbert, Operations Worker, Preschool, effective 07/01/09
Crampton, June, I.A., Grand View, effective 07/01/09
Crist, Arnoldine, I.A., Meadows, effective 07/01/09
Cross, Nancy, I.A., Preschool, effective 07/01/09
Cummings, Terri, I.A., Pennekamp, effective 07/01/09
Daniels, Paula, I.A., Robinson, effective 07/01/09
Domaradzka, Anna, I.A., Pennekamp, effective 07/01/09
Edwards, Valerie, PE Assistant, MBMS, effective 07/27/09
Gregoire, Lena, I.A., Meadows, effective 07/01/09
Hoffman, Alana, Speech/Language Pathology Assistant, Meadows, effective 07/01/09
Huddleston, Janice, I.A., Meadows, effective 07/01/09
Johnson, Wendy, Computer Lab Specialist, Robinson, effective 07/01/09
Kalenik, Debra, Library Media Specialist, MBMS, effective 07/01/09
Knocke, Dallas, Special Ed. I.A., MBMS, effective 07/01/09
Krikorian, Cynthia, I.A., Pacific, effective 07/01/09
Long, Kathryn, Computer Lab Specialist, Pennekamp, effective 07/01/09
Mac Eachern, Ann, I.A., Robinson, effective 07/01/09
Madrid, Janine, I.A., Pennekamp, effective 07/01/09
Martinez, David, Operations Worker, M&O, effective 07/01/09
Matsuyama, Yukari, Library Media Specialist, effective 07/01/09
McElwain, Margaret, I.A., Pennekamp, effective 07/01/09
McGhee, Sandra, Special Ed I.A., MBMS, effective 07/01/09
McKeegan, Robert, PE Assistant, MBMS, effective 07/27/09
McLellan, Laurie, Computer Lab Specialist, Grand View, effective 07/01/09
Millea, Janice, I.A., Pacific, effective 07/01/09
Mishler, Tighe, Computer Lab Specialist, effective 07/01/09
Owens, Susan, I.A., Meadows, effective 07/01/09
Plata, Georgina, Computer Lab Specialist, Meadows, effective 07/01/09
Primm, Christine, Library Media Specialist, Meadows, effective 07/01/09
Rickles, Bonnie, I.A., Grand View, effective 07/01/09
Salceda, Leticia, Office Specialist, MBMS, effective 07/01/09
Sanchez-Escalante, Olga, I.A., ESL, Pennekamp, effective 07/01/09
Schroeder, Yolanda, I.A., Preschool, effective 07/01/09
Scotton, Martha, Special Ed I.A., Pacific, effective 07/01/09
Sindelar, Barbara, I.A., Grand View, effective 07/01/09
Snively, Heidi, Library Media Specialist, Grand View, effective 07/01/09
Strong, Yuriko, I.A., Pacific, effective 07/01/09
Wolcott, Margaret, I.A., Pacific, effective 07/01/09

July 21, 2009

Ratify change of status of classified personnel at effective dates listed:

Acosta, Robin, Administrative Secretary, DO, Perm., 100% time to 87.5% time, effective July 1, 2009 (Reduction in hours due to lay offs)

Challender, Julianne, Staff Secretary, Food Services, Perm., 100% time to 40% time, effective July 1, 2009 (Reduction in hours due to lay offs)

Davisson, Darla, Food Production Team Leader, Food Services, Perm., 12 months to 10 months, effective July 1, 2009 (Reduction in work year due to lay offs)

Franco, Samuel, Storekeeper, M&O, Perm., 100% time to Warehouse Delivery Driver, M&O, Perm., 100% time (Bump to previous position due to lay offs)

Rodriguez, Philip, Warehouse Delivery Driver, M&O, Perm., 100% time to Operations Worker, Meadows, Perm., 100% time (Bump to previous position due to lay offs)

July 21, 2009

Ratify employment of classified personnel for summer 2009:

Allen, Crystal, Special Ed. I.A., Range 12, Step 6, effective 06/29/09
Anderson, Terri, Special Ed. I.A., Range 12, Step 6, effective 07/06/09
Beverly, Stephanie, Special Ed. I.A., Range 12, Step 5, effective 06/29/09
Biernat, Carmen, Special Ed. I.A., Range 12, Step 6, effective 06/22/09
Burkhead, Evelia, Operations Worker, Range 15, Step 6, effective 06/22/09
Camacho, Mabel, Operations Worker, Range 15, Step 6, effective 06/22/09
Chase, Grace, Special Ed. I.A., Range 12, Step 6, effective 06/22/09
Collier, Evelina, EDP/Preschool Assistant, Range 11, Step 6, effective 06/29/09
Cota, Gilbert, Building Maintenance Helper, Range 16, Step 3, effective 07/01/09
Danhieus, Robert, Building Maintenance Helper, Range 16, Step 3, effective 06/22/09
Davis, Gale, Health Assistant, Range 18, Step 6, effective 06/29/09
Delgado, Michael, Operations Worker, Range 15, Step 6, effective 06/22/09
Edwards, Valerie, Operations Worker, Range 15, Step 6, effective 06/22/09
Falco, April, Special Ed. I.A., Range 12, Step 6, effective 06/29/09
Fox, Kevin, IBI, Range 17, Step 5, effective 06/29/09
Galindo, Darlene, Special Ed. I.A., Range 12, Step 6, effective 06/22/09
Giovati, Isabel, Special Ed. I.A., Range 12, Step 6, effective 06/29/09
Henry, Anthony, Building Maintenance Helper, Range 16, Step 5, effective 06/22/09
Hill, Iwalani, Special Ed. I.A., Range 12, Step 6, effective 06/29/09
Kersenboom, Lisa, Special Ed. I.A., Range 12, Step 3, effective 06/29/09
LeCour, Anna, IBI, Range 17, Step 6, effective 06/29/09
Loza, Estela, Special Ed. I.A., Range 12, Step 4, effective 06/29/09
Martinez, Sylvia, Special Ed. I.A., Range 12, Step 6, effective 06/22/09
Mendoza, Jose, Building Maintenance Helper, Range 16, Step 1, effective 06/22/09
Metoyer, Adrian, IBI, Range 17, Step 2, effective 06/29/09
Ojeda, Malisa, IBI, Range 17, Step 6, effective 06/29/09
Payne, June, Special Ed. I.A., Range 12, Step 6, effective 06/22/09
Pellegrino, Angie, IBI, Range 17, Step 6, effective 06/29/09
Plata, Georgina, Special Ed. I.A., Range 12, Step 6, effective 06/29/09
Ramirez, Gloria, EDP/Preschool Assistant, Range 11, Step 6, effective 06/29/09
Rice, Robin, Satellite Kitchen Operator 1, Range 8, Step 2, effective 06/29/09
Rodriguez, Carmen, EDP/Preschool Assistant, Range 11, Step 6, effective 06/29/09
Roy, Jan, IBI, Range 17, Step 6, effective 06/29/09
Schollee, Wilma, Special Ed. I.A., Range 12, Step 6, effective 06/29/09
Scotton, Martha, Special Ed. I.A., Range 12, Step 3, effective 06/29/09
Shipley, Eric, EDP/Preschool Assistant, Range 11, Step 6, effective 06/29/09
Swader, Jodie, Special Ed. I.A., Range 12, Step 6, effective 06/22/09
Tadros, Dena, Special Ed. I.A., Range 12, Step 6, effective 07/06/09
Vaughan, Rebecca, Special Ed. I.A., Range 12, Step 6, effective 06/29/09
Watkins, Heidi, IBI, Range 17, Step 6, effective 06/29/09
Wilson, Lynn, IBI, Range 17, Step 6, effective 06/29/09
Yeargain, Sharon, Landscape Operations Worker, Range 17, Step 6, effective 06/22/09
Zapata, Arcelia, Operations Worker, Range 15, Step 6, effective 06/29/09

July 21, 2009

E. **CONSENT ITEM**

24. **TITLE:** Approve Resolution Number 2009-20 Authorizing the Purchase of Smart Technologies from California Western Visuals off the California Multiple Award Schedule (CMAS)

BACKGROUND: PTA's from Grand View Elementary, Pacific Elementary, Pennekamp Elementary, and Robinson Elementary have raised funds to purchase and install Smart Technologies from California Western Visuals.

The district is recommending the use of an existing contract the vendor has with California Multiple Award Schedules (CMAS). Use of this contract allows for an expedited purchase, delivery, installation and competitive pricing.

Authority for this purchase is pursuant to PCC Section 10290 and 12101.5.

FISCAL IMPACT:

None as the PTAs from the respective schools listed above are funding this project.

ACTION RECOMMENDED: Approve Resolution Number 2009-20 authorizing the purchase of Smart Technologies from California Western Visuals off the California Multiple Award Schedule (CMAS)

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: July 21, 2009

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Resolution No. 2009-20

**RESOLUTION AUTHORIZING THE PURCHASE OF SMART TECHNOLOGIES
FROM CALIFORNIA WESTERN VISUALS OFF THE CALIFORNIA MULTIPLE
AWARD SCHEDULES (CMAS)**

WHEREAS, pursuant to Public Contract Code Section 10290 et seq. and 12101.5, the District is authorized to use CMAS for acquisition of information technology; and

WHEREAS, the California Multiple Award Schedules (CMAS) has a current contract in good standing with SMART Technologies from California Western Visuals for information technology which the District needs to use to purchase the SMART Technology products in order to complete the project identified below; and

WHEREAS, based upon the facts identified below and information presented to the Governing Board, it is in the best interest of the District to purchase the SMART Technologies from California Western Visuals in the amount of:

Grand View Elementary School: \$49,532.73	(reimbursed by Grand View PTA)
Pacific Elementary School: \$45,864.99	(reimbursed by Pacific PTA)
Pennekamp Elementary School: \$14,498.15	(reimbursed by Pennekamp PTA)
Robinson Elementary School: \$32,285.62	(reimbursed by Robinson PTA)

WHEREAS, the District will be reimbursed by the PTAs from Grand View Elementary School, Pacific Elementary School, Pennekamp Elementary School and Robinson Elementary School for the total costs:

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1.

The District is engaging in a project to furnish and install SMART Technology for various sites as listed above. In order to accomplish this, the District needs to undertake the following activities: purchase the product, schedule installation times, supervise installation by vendor, inspect installation and receive training on maintenance of product.

The project time frame is estimated to be completed in approximately eight (8) weeks.

The project is being funded by the respective schools' PTAs.

In order to meet these goals, District staff recommends the use of California Western Visuals, who has an existing contract in good standing with CMAS. California Western

Visuals has supplied this equipment for other districts and can meet the District's time schedules and provide the necessary quality. Staff has priced the acquisition of the equipment by sending out proposals to vendors with the ability to supply the SMART Technology. The prices are the same or lower than the District could obtain if we were to put the goods out to competitive bid on our own and are the same bidders who would respond if we put out a bid on our own. The terms and conditions of the contract are the same we would obtain if the project was put out to bid. Based upon all of the facts stated, it is District staff's recommendation that it is in the best interest of the District to use the California Western Visuals contract off CMAS and award a contract based on above amounts.

SECTION 2. FINDING. The Governing Board, upon consideration of the facts identified in Section 1 above and upon the Information, data, etc. provided at the meeting at which this Resolution is adopted, hereby finds that it is in the best interest of the District to utilize the California Western Visuals contract which is part of CMAS.

PASSED AND ADOPTED by the Governing Board of the Manhattan Beach Unified School District on July 21, 2009, by the following vote:

Nancy Hersman, Board President

Date

E. **CONSENT ITEM**

25. **TITLE:** Approve the Rejection of all Bids and Authorize New Bids for the Mira Costa High School Fire Life Safety Project for the Auditorium and Gymnasium.

BACKGROUND: On April 5, 2009 the district opened bids for the MCHS Fire Life Safety Project for the auditorium and gymnasium. Current budget challenges require a reevaluation of funding sources for the project.

Therefore, pursuant to Public Contract Code PCC Article 20118.2 subdivision (e), staff is requesting the Board authorize a reevaluation and rebidding of this project.

ACTION RECOMMENDED: Approve the rejection of all bids and authorize new bids for the Mira Costa High School Fire Life Safety project for the Auditorium and Gymnasium.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: July 21, 2009

E. **CONSENT ITEM**

26. **TITLE:** Approve the Professional Consulting Agreement for Keygent LLC to Perform a Recovery Max Benefit Eligibility Review

BACKGROUND: One of the revenue enhancement recommendations provided by the Superintendent's revenue enhancement community committee was to hire a firm to conduct a benefit audit. This audit would ensure that all current employees and dependents are eligible to purchase benefits. Gene Yee, the managing partner of Keygent, was recommended by the committee to conduct the audit.

The audit would begin in October 2009 and take about two months to complete. All information provided to Keygent is confidential. The fee structure is based on district savings; therefore the district will not experience any extra costs.

FISCAL IMPACT: None

ACTION RECOMMENDED: Approve the professional consulting agreement for Keygent LLC to perform a Recovery Max Benefit Eligibility Review.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: July 21, 2009



June 29, 2009

Dr. Steve Romines
Assistant Superintendent of Administrative Services
Manhattan Beach Unified School District
325 South Peck Ave.
Manhattan Beach, CA 90266

Re: RecoveryMax Benefit Eligibility Review

Dear Dr. Romines:

Upon adoption and execution of this engagement letter, Keygent LLC, a California limited liability company ("Keygent" or "we"), will be retained by the Manhattan Beach Unified School District ("the District" or "you") to perform the RecoveryMax Benefit Eligibility Review (the "RecoveryMax Review") described herein. The purpose of this letter is to confirm the understanding of our respective responsibilities and the terms of this engagement (the "Agreement"). If Keygent commenced the performance of the RecoveryMax Review prior to the execution of this Agreement, this Agreement shall be effective as of the commencement of such RecoveryMax Review.

I. RecoveryMax Review Consulting Services.

The District hereby retains Keygent to perform the RecoveryMax Review, which services are described in Exhibit A, attached hereto and incorporated herein, and Keygent hereby agrees to perform said services pursuant to the terms and conditions of this Agreement. It is understood and agreed by the parties hereto that said services shall be provided directly to the District and will be based upon the District's month-end records pursuant to the date of the Agreement unless mutually agreed to by both parties. Keygent will not be responsible for work that is beyond the services set forth in Exhibit A. Either party may request changes to the services set forth in Exhibit A. All changes must be agreed in writing between the parties prior to any change in the services in Exhibit A.

We will perform the RecoveryMax Review in accordance within industry standards for such services. We will provide no opinion, attestation or other form of assurance with respect to our work or the information upon which our work is based. The procedures we will be performing under this Agreement will not constitute an examination, review or audit in accordance with generally accepted auditing standards or attestation standards for Certified Public Accountants. We will not audit or otherwise verify the information supplied to us in connection with any engagement under this Agreement, from whatever source, except as may be specified in this Agreement.

The RecoveryMax Review does not include the provision of legal advice and Keygent makes no representations regarding questions of legal interpretation. The District should consult with its

attorneys with respect to any legal matters or items that require legal interpretation, under federal, state or other type of law or regulation.

II. District Responsibilities.

The District shall provide Keygent with all information relevant to the RecoveryMax Review and any reasonable assistance as may be required to properly perform the RecoveryMax Review. The District represents and warrants to Keygent that all such information provided by the District and any designated third party will be accurate and complete in all material respects. Keygent cannot warrant the correctness of data supplied by the District or other parties, nor can Keygent be responsible for data not provided in a timely manner. The District shall perform all management functions and make all management decisions in connection with the RecoveryMax Review, and shall assign competent individuals to oversee the RecoveryMax Review. The District is also responsible for the implementation of actions identified in the course of this engagement and results achieved from the RecoveryMax Review. Any timing or fee estimate we have provided for this engagement is based upon the agreed-upon level of assistance from the District and commitment of District resources.

Keygent has not been engaged to, nor will Keygent provide any management functions or make management decisions for the District under this Agreement. It is the District's responsibility to establish and maintain its policies and procedures related to its benefit plans.

III. Tool Development.

Except otherwise set forth in this Agreement, the District will own all tangible written material originally prepared expressly for the District and delivered to the District under this Agreement (the "Work Product"), excluding any Keygent materials contained or embodied therein, which includes all: proprietary information, general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials or other intellectual property or information which may have been discovered, created, developed or derived by Keygent either prior to or as a result of its provision of RecoveryMax Review Consulting Services under this Agreement. Keygent's working papers which belong exclusively to Keygent. The District will have a non-exclusive, non-transferable license to use Keygent's working papers for its own internal use and only for the purposes for which they are delivered to the extent that they form part of the Work Product.

IV. Limited Third Party Distribution.

The Work Product is solely for the District's internal use and benefit. The District shall not authorize any third party to rely upon any of the Work Product without Keygent's prior written consent. To the extent that Keygent's work is not subject to disclosure under applicable public record laws, the District shall not distribute to, discuss with, or otherwise disclose the Work Product to any third party without Keygent's prior written consent, and the District shall not otherwise discuss the fact or substance of the RecoveryMax Review hereunder with third parties without Keygent's prior written consent, except for any applicable regulatory or governmental agency as required. Keygent accepts no liability or responsibility to any third party who benefits from or uses the RecoveryMax Review or gains access to the Work Product.

Keygent and the District may have discussions regarding the RecoveryMax Review; provided, however, that oral or preliminary information, drafts or advice given by Keygent may not be relied upon or attributed to Keygent unless Keygent specifically confirms such information or advice or otherwise reduces such draft to a final writing.

Because Keygent accepts no liability to third parties with respect to the RecoveryMax Review and Work Product, the District agrees (without limiting any other indemnification provision set

forth in this Agreement) to indemnify and hold Keygent and any of its members, officers, employees, and directors harmless from and against any and all third party claims, suits and actions, and all associated damages, settlements, losses, liabilities, costs, and expenses, including without limitation reasonable attorneys fees, arising from or relating to the RecoveryMax Review or Work Product under this Agreement, except to the extent finally determined to have resulted from the gross negligence or intentional misconduct of Keygent relating to such RecoveryMax Review and Work Product.

Keygent reserves the rights to disclose that it has been retained by the District and the results of the RecoveryMax Review for marketing purposes only. In such capacity, Keygent shall not disclose any Confidential Information as described in Section VIII below.

V. Fees and Expenses.

The District acknowledges the obligation to pay Keygent for services rendered in accordance with this Agreement between Keygent and the District. Keygent shall receive compensation for services performed under this Agreement if the RecoveryMax Review finds ineligible enrollees or dependents in the District's employee health and welfare benefit plan(s) or identifies other cost savings related to our RecoveryMax Review.

The fee for services rendered under this Agreement shall be fifty percent (50%) of identified first year (annualized) cost savings in the District's health and welfare benefit premiums or reduction in health and welfare expenses resulting from the RecoveryMax Review. Such savings shall include but not limited to identification of underpayment of employee contributions for health and welfare premiums in excess of District established limits or "caps" and unpaid premiums that reduce liability in connection with life, disability or other district provided insurance. All savings identified by Keygent will be described in a Draft Report that is sent to the District at the completion of the RecoveryMax Review. After the Draft Report is issued, the District will have 30 days to review the Draft Report and discuss any changes with Keygent before Keygent issues its Final Report.

At the election of the District, our fee may be paid (1) in full upon receipt of the Final RecoveryMax Review Report or (2) in equal installments over twelve (12) months beginning the first day of the following month after the Final Report is issued, plus a monthly handling fee of 0.5% of the total fee per payment. Moreover, to the extent that the District elects to recoup past overpayment of health and welfare premiums or payments to or on behalf of any third parties and Keygent assists the District in such event ("the Recovery Process"), the District shall, in addition to the above payments, pay Keygent fifty percent (50%) of any recovery of past health and welfare premiums or expenses from any third party in the form of credit or cash payment ("the Recovery Proceeds"). If the District does not elect to utilize Keygent's assistance in the Recovery Process, Keygent shall be entitled to twenty-five percent (25%) of any Recovery Proceeds. The District is responsible for expenses related to the printing and postage of all correspondence in connection with all written communication set out in Section D – "Communication Services" in Exhibit A. In addition, Keygent shall be reimbursed for any reasonable out-of-pocket expenses, including but not limited to travel and administrative costs, by the District.

VI. Limitation of Liability.

THE PARTIES AGREE THAT KEYGENT LLC SHALL BE SOLEY LIABLE FOR ANY FINALLY DETERMINATED DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES AGREE THAT KEYGENT'S OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES SHALL NOT BE PERSONALLY LIABLE TO THE DISTRICT, WHETHER IN

TORT, CONTRACT OR OTHERWISE, FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT.

EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF KEYGENT, KEYGENT'S LIABILITY TO PAY DAMAGES FOR ANY LOSSES AND CLAIMS INCURRED BY THE DISTRICT AS A RESULT OF BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT COMMITTED BY KEYGENT, REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, IS LIMITED TO NO MORE THAN THE TOTAL AMOUNT OF FEES PAID TO KEYGENT UNDER THIS AGREEMENT. IN ADDITION, KEYGENT WILL NOT BE LIABLE IN ANY EVENT FOR LOST PROFITS OR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES.

THE PROVISIONS OF THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

VII. Mediation and Arbitration.

In the event of any dispute arising out of or relating to the engagement of Keygent by the District, the parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by agreement by the parties. If the parties cannot agree on a mediator within 30 days of the receipt of the notice of request for mediation, a mediator will be designated by the American Arbitration Association ("AAA") at the request of either party.

The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

If the dispute has not been resolved within 60 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation will terminate, and the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party will designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties will then select a third arbitrator. The arbitrators will have a sufficient background in either employee benefits or law to reasonably prepare them to decide the dispute. The arbitrators will have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery will be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators will have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees and costs, to the prevailing party. Any award made may be confirmed and enforced in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors, insurers and legal advisors.

VIII. Handling of Data and Other Confidential Information.

Keygent acknowledges that in connection with this engagement it may have access to confidential protected health information ("PHI"), including, but not limited to, employee

identifying information. Keygent agrees that it (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored with which it may come into contact; (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law or professional regulation; (d) will require that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement agree to all of the same restrictions and conditions to which Keygent is bound; (e) will report to the District any unauthorized use or disclosure promptly upon becoming aware of it; and (f) make available PHI for amendment and incorporate any amendments to PHI. Upon termination of this Agreement, Keygent will return or destroy all PHI received from the District that Keygent maintains and retain only that PHI that is required for Keygent's work papers prepared in connection with this engagement (and will extend the protections of this Agreement to any such retained information). Keygent recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement.

IX. Status of Keygent.

Keygent will provide the services in this Agreement as an independent contractor. No other relationship to the District or its benefit plan(s) is implied or intended. Keygent shall not be deemed to be a "named fiduciary" or "plan administrator" as these terms are defined under ERISA or any similar or successor law.

X. Consulting Arrangements.

Keygent retains external consultants such as Vazquez & Associates and Leverage Consulting to assist the company with administrative and marketing functions. Such consultants are not employees of the company nor do they perform any responsibilities or duties associated with scope of services set out in this Agreement. These arrangements do not impact Keygent's responsibilities and duties to the District and ability to provide services under this Agreement.

XI. Acceptance.

The passage of ten (10) business days from the date when the final RecoveryMax Review report is provided to the District without receipt by Keygent of notice of non-acceptance by the District, or any use by the District of the information contained in the final RecoveryMax Review report will constitute final acceptance by the District.

XII. Termination.

Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of termination. If the District elects to terminate Keygent at any time prior to the final RecoveryMax Review report, Keygent shall be entitled to the greater of fifty percent (50%) of identified cost savings at the time of termination, or payment for services completed prior to such termination based upon an hourly rate of \$300 for Partners and \$150 for Associates. Keygent may also resign from performing all or any portion of the services in connection with the RecoveryMax Review and terminate this Agreement immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the work by Keygent in conflict with any professional regulations, standards or guidelines to which Keygent conforms.

XIII. Choice of Law and Forum.

The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of California without regard to its conflict of laws provisions. It is the intention of the parties that the Limitation of Liability paragraph above shall

be enforceable and the parties believe that the clause is enforceable under California law. In the event that the Limitation of Liability clause is not enforceable, then the parties agree that New York law, and not California law shall apply to that clause. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.

XIV. Entire Agreement.

These terms and conditions contained in this Agreement constitute the entire agreement between the District and Keygent. This Agreement includes all representations of every kind and nature made by each of the parties to the other and sets forth the entire Agreement of the parties. All previous agreements are superseded, revoked, terminated, and canceled. No representations, warranties, covenants, or agreements of any kind have been made by either party hereto except as those expressly set forth in this Agreement. Neither this Agreement nor any of its terms, covenants or conditions, nor any modification or addendum to this Agreement shall be valid unless it is in writing and signed by both Parties.

If any provision of this Agreement is held in whole or part to be unenforceable for any reason, the remainder of the Agreement is severable and shall remain in effect and binding on the Parties. We are pleased to have the opportunity to provide our services to the District and appreciate your confidence in us. If you have any questions about the contents of this letter, please discuss them with Mr. Gene Yee at (310) 546-1910. If the services and terms outlined herein are acceptable, please sign one copy of this letter in the space provided. Please mail us an original copy and fax a copy to (888) 768-9977.

Very truly yours,

KEYGENT LLC



Gene M. Yee
Managing Partner

ACKNOWLEDGED AND AGREED:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Board Adoption Date: _____

Signature: _____

Print name: _____

Title: _____

Date: _____

Exhibit A

RecoveryMax Benefit Eligibility Review Process Overview and Scope of Services

PROCESS OVERVIEW

Our RecoveryMax Benefit Eligibility Review will be conducted in the following three phases:

- Phase I - Project Planning and Design
- Phase II - Primary Insured Eligibility
- Phase III – Dependent Verification (if applicable)
- Phase IV - Final Reporting and Recovery

SCOPE OF SERVICES

A. Introduction and Presentation of the RecoveryMax Review

1. Present the RecoveryMax Review process and procedures
2. Explain the benefits and advantages of the RecoveryMax Review
3. Meet with administration and staff
4. If requested, discuss the RecoveryMax Review with the board of trustees, benefits committee members, bargaining units, management and any other interested groups

B. Program Design

1. Establish operating procedures and protocols to ensure confidentiality
2. Review health plan eligibility rules and procedures
3. Suggest amendments to the health plan document to permit program design
4. Review the process and stages
5. Assist the District with determining “proof” of eligibility requirements (if applicable)
6. Assist the District with establishing standards and action for non-compliance (if applicable)

C. Analytical Services

1. Initiate and coordinate data collection process
2. Compile employment and benefit data
3. Analyze data using proprietary applications
4. Prepare analytical report categorizing dependent eligibility coverage (if applicable)

E. **CONSENT ITEM**

27. **TITLE:** Food Services Price Increase

BACKGROUND: The food services department continues to experience cost increases in all of the food products purchased. The increase recommended is necessary to cover the expected food cost increases. Previous price increases occurred in the 05/06, 07/08 and 08/09 school years.

Nine districts were surveyed regarding meal prices and this increase is competitively based and reasonable as demonstrated in the attached chart.

Elementary lunch price is \$3.00 increasing to \$3.25.

Middle School and High School lunch price is \$3.50 increasing to \$3.75.

Secondary breakfast price is \$1.75 increasing to \$2.00.

Reduced breakfast price is \$0.00 increasing to \$.30.

Adult lunch is \$4.00 including tax increasing to \$4.25 plus tax.

The \$.30 charge for the reduced breakfast is the minimum charge set by the National School Lunch Program (NSLP).

The tax added to the adult lunch is a recent requirement for all non-student “hot prepared meals” per the State Board of Equalization code section 1603 taxable sale of food products.

The food services department will continue to make improvements in menu selections, monitoring inventories, improving cash flow and developing better security to help insure a balanced budget. In addition, the food services department will be investing in several customer service and team building workshops in 09/10. The department continues to work with various community groups to provide innovative ways to decrease trash and enhance the product delivery system.

ACTION RECOMMENDED: Staff recommends the Board approve the new lunch prices of: elementary \$3.25, high school and middle school \$3.75, high school and middle school breakfast \$2.00, reduced breakfast \$.30 and adult lunch \$4.25 plus tax.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: July 21, 2009

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

08/09 FOOD SERVICES PRICE INCREASE EXTERNAL SURVEY SUMMARY

Rank	Order by Price (high to low) by District	Elementary Lunch	Middle School Lunch	High School Lunch	Middle/H. S Breakfast
1	Beverly Hills USD	\$ 3.75	\$ 4.75	\$ 5.00	n/a
2					
3					
4					
5					
6	Manhattan Beach USD (new prices)	\$ 3.25	\$ 3.75	\$ 3.75	\$ 2.00
7					
8	Manhattan Beach USD (current prices)	\$ 3.00	\$ 3.50	\$ 3.50	\$ 1.75
9					
10	Torrance USD	\$ 3.00	\$ 3.50	\$ 3.75	\$ 2.00
11					
12	Santa Monica Malibu USD	\$ 3.00	\$ 3.50	\$ 3.75	\$ 1.50
13					
14	Palos Verde USD	\$ 3.00	\$ 3.25	\$ 3.50	\$ 1.50
15					
16	Culver City	\$ 2.50	\$ 2.75	\$ 2.75	\$ 1.75
17					
18	Hawthorne USD	\$ 2.50	\$ 2.75	\$ 2.75	n/a
19					
20	El Segundo USD	\$ 2.25	\$ 2.50	\$ 3.25	n/a
21					
22	Redondo Beach USD	\$ 2.00	\$ 2.50	\$ 2.75	n/a
23					
24	Lawndale	\$ 1.50	\$ 1.50	n/a	\$ 0.75

E. **CONSENT ITEM:**

28. **TITLE:** Business - Purchase Orders

BACKGROUND: The attached business item is standard. A listing of purchase orders to date is attached. Per Board directive, an explanation is included for each Purchase Order exceeding \$5,000.00.

ACTION RECOMMENDED: Ratify purchase orders to date.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: July 21, 2009

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Manhattan Beach Unified School District - Business Services Division

Board List Purchase Orders Report

Purchase Orders/Buyouts To The Board for Ratification From : June 6, 2009 through July 10, 2009

Purchase Orders/Buyouts in Excess of \$100.00 To Be Ratified

District - 75333 Manhattan Beach USD

PO Issue Date	PO #	Change Order	Description	Department/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	PO Amount
4-Dec-08	16746-0	1	10-Jun-09 Canon Financial Services	Mira Costa,district-level	01.0	65000.0	57500	11100	4415	9000000	1,170.94
2-Jul-09	14480-2		2-Jul-09 Centraction	Business Office	01.0	00000.0	00000	73000	5850	0000114	11,750.00
7-Jul-09	14425-2		7-Jul-09 Eagle Software	Information Technology	01.0	11000.0	00000	24200	4340	0000116	6,050.00
7-Jul-09	13226-04		7-Jul-09 Hasler Financial Services, LLC	Business Office	01.0	00000.0	00000	73000	4415	0000114	2,897.28
10-Jun-09	16279-1		10-Jun-09 Infosnap, Inc.	Information Technology	01.0	11000.0	00000	24200	4340	0000116	18,000.00
6-Jul-09	16396-1		6-Jul-09 Kevin Halfhill	PTA, Pacific	01.0	90235.0	11101	10000	5890	3000400	1,700.00
10-Jun-09	15660-1		10-Jun-09 Moody's Investors Service	Undistributed	01.0	00000.0	00000	72000	5890	0000000	5,500.00
2-Jul-09	10818-4		2-Jul-09 US Bancorp	Mira Costa,district-level	01.0	00000.0	11103	10000	4415	9000000	1,367.28
2-Jul-09	14605-2		2-Jul-09 Wilt Company	Mira Costa,district-level	01.0	00000.0	11103	10000	4415	9000000	825.00
2-Jul-09	13206-3		2-Jul-09 Xerox Capital Services, LLC	MAINTENANCE AGREEMENTS	01.0	00000.0	11103	10000	5635	9000000	600.00
2-Jul-09	13206-3		2-Jul-09 Xerox Capital Services, LLC	MAINTENANCE AGREEMENTS	01.0	65000.0	57300	11100	4350	0000049	1,179.96
2-Jul-09	13628-3		2-Jul-09 Xerox Capital Services, LLC	MAINTENANCE AGREEMENTS	01.0	65000.0	57300	11100	4415	0000049	1,179.96
2-Jul-09	13628-3		2-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11103	10000	4415	9000000	7,839.08
2-Jul-09	13635-3		2-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	63000.0	11103	10000	4350	9000000	6,495.00
2-Jul-09	13636-3		2-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11103	10000	4415	9000000	5,839.08
2-Jul-09	13636-3		2-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11103	10000	4415	9000000	5,064.41
2-Jul-09	13637-3		2-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11103	10000	4415	9000000	5,487.50
2-Jul-09	13637-3		2-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11103	10000	4415	9000000	13,318.39
2-Jul-09	13638-3		2-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11103	10000	4415	9000000	14,267.50
2-Jul-09	13638-3		2-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	63000.0	11103	10000	4415	9000000	8,017.95
7-Jul-09	13737-3		7-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11102	10000	4350	9000000	2,195.00
7-Jul-09	13737-3		7-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	63000.0	11102	10000	4415	8000000	10,942.39
7-Jul-09	13738-3		7-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	63000.0	11102	10000	4350	8000000	10,825.00
7-Jul-09	13738-3		7-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11102	10000	4415	8000000	7,896.71
7-Jul-09	13739-3		7-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	63000.0	11102	10000	4350	8000000	7,794.00
7-Jul-09	13739-3		7-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11102	10000	4415	8000000	5,535.36
7-Jul-09	13740-3		7-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	63000.0	11102	10000	4350	8000000	6,000.00
7-Jul-09	13740-3		7-Jul-09 Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	11102	10000	4415	8000000	11,056.56
7-Jul-09	14733-2		7-Jul-09 Xerox	MBMS,district-level	01.0	63000.0	11102	10000	4350	8000000	7,794.00
7-Jul-09	14771-2		7-Jul-09 Xerox Capital Services, LLC	Business Office	01.0	00000.0	00000	73000	4310	0000314	493.62
7-Jul-09	14771-2		7-Jul-09 Xerox Capital Services, LLC	MBMS,district-level	01.0	00000.0	11102	10000	4415	8000000	392.30
2-Jul-09	9897-5		2-Jul-09 Xerox Capital Services, LLC	MBMS,district-level	01.0	63000.0	11102	10000	4350	8000000	270.63
2-Jul-09	9897-5		2-Jul-09 Xerox Capital Services, LLC	Educational Services	01.0	00000.0	00000	21100	4415	0000112	1,675.17
2-Jul-09	9897-5		2-Jul-09 Xerox Capital Services, LLC	Educational Services	01.0	00000.0	00000	21100	4350	0000112	1,200.00
2-Jul-09	17702		2-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	00000.0	00000	21100	4350	0000112	3,000.00
2-Jul-09	17702		2-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	00000.0	00000	21100	4350	0000112	3,000.00
7-Jul-09	17703		7-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	00000.0	00000	73000	4350	0000114	2,000.00
7-Jul-09	17704		7-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	00000.0	00000	74001	4350	0000115	500.00
7-Jul-09	17704		7-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	00000.0	00000	74002	4350	0000115	500.00
7-Jul-09	17705		7-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	65000.0	50010	31100	4350	0000113	2,000.00
2-Jul-09	17708		2-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	00000.0	11101	10000	4310	2000100	2,000.00
2-Jul-09	17710		2-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	00000.0	11101	10000	4310	3000100	2,000.00
2-Jul-09	17711		2-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	00000.0	11101	10000	4310	4000100	1,500.00
2-Jul-09	17715		2-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	00000.0	11102	10000	4310	8000100	15,000.00
7-Jul-09	17740		7-Jul-09 Office Depot	OFFICE SUPPLIES	01.0	81500.0	00000	81100	4380	0000117	2,000.00
2-Jul-09	17776		2-Jul-09 School Specialty Company	INSTRUCTIONAL SUPPLIES	01.0	00000.0	11101	10000	4310	2000100	2,000.00
2-Jul-09	17779		2-Jul-09 School Specialty Company	INSTRUCTIONAL SUPPLIES	01.0	00000.0	11101	10000	4310	4000100	1,500.00
Maintenance Open Purchase Orders											
Individual Purchase Orders											
7-Jul-09	17801		7-Jul-09 Sparklets	WATER SUPP/SERV/SYSTEM	01.0	00000.0	00000	27000	4350	4000100	450.00
10-Jun-09	17504		16-Jun-09 Patterson Dental	CONTRACTED SERVICES	01.0	00000.0	00000	31400	4390	0000050	257.00
7-Jul-09	17553		7-Jul-09 Electro Medical Instrumentation	MEDICAL & LAB SUPP/EQUIP	01.0	00000.0	00000	31400	5630	0000113	255.00
19-Jun-09	17232		19-Jun-09 MB Council of PTAS	CONFERENCE AND TRAVEL	01.0	00000.0	00000	71100	5220	0000011	1,391.64
24-Jun-09	17237		24-Jun-09 Manhattan Beach Chamber of Commerce	MEMBERSHIPS	01.0	00000.0	00000	71100	5310	0000011	135.00

95.

Manhattan Beach Unified School District - Business Services Division

PO Issue	Date	PO #	Order Date	Vendor Name	Description	Department	Fund	Res.Prj	Goal	Funct	OBJ	Sch/Loc	PO Amount
57	8-Jul-09	17255	8-Jul-09	MBUSD - Cafeteria Account	CATERING SERVICES	Superintendent/Board	01.0	00000.0	00000	71100	4350	0000011	127.16
58	7-Jul-09	17554	7-Jul-09	Manhattan Beach Chamber of Commerce	MEMBERSHIPS	Superintendent/Board	01.0	00000.0	00000	71500	5310	0000011	110.00
59	7-Jul-09	17513	7-Jul-09	3 S Corp	PAPER PRODUCTS AND PAPERBOARD	Human Resources	01.0	00000.0	00000	72000	4350	0000000	279.86
60	18-Jun-09	17506	18-Jun-09	MBUSD - Cafeteria Account	AWARDS/CERTIFICATES	Human Resources	01.0	00000.0	00000	74001	4350	0000015	415.08
61	10-Jun-09	17218	10-Jun-09	Paradise Awards	AWARDS/CERTIFICATES	Human Resources	01.0	00000.0	00000	74002	4350	0000115	519.48
62	11-Jun-09	17222	11-Jun-09	Paradise Awards	AWARDS/CERTIFICATES	Human Resources	01.0	00000.0	00000	74002	4350	0000115	107.72
63	7-Jul-09	17550	7-Jul-09	School Employers Association	MEMBERSHIPS	Human Resources	01.0	00000.0	00000	74002	4350	0000115	1,490.00
64	13-Jul-09	17257	13-Jul-09	Manie Solymsi	PEST CONTROL	Maintenance Yard	01.0	00000.0	00000	82050	5630	0000117	205.00
65	25-Jun-09	17240	25-Jun-09	3 S Corp	PAPER PRODUCTS AND PAPERBOARD	Meadows,discretionary	01.0	00000.0	00000	82050	5630	0000117	542.11
66	7-Jul-09	17802	7-Jul-09	Riso	OFFICE SUPPLIES	Pennekamp,discretionary	01.0	00000.0	11101	10000	4310	2000100	1,500.00
67	8-Jun-09	17215	8-Jun-09	Copy Shop, The	PRINTING SERVICES	Pennekamp,discretionary	01.0	00000.0	11101	10000	4310	4000100	305.90
68	19-Jun-09	17216	19-Jun-09	All American Trophy	AWARDS/CERTIFICATES	Title II	01.0	40350.0	11100	10000	4350	0000112	395.49
69	24-Jun-09	17239	24-Jun-09	Trainers Warehouse	INSTRUCTIONAL SUPPLIES	Title II	01.0	40350.0	11100	10000	4350	0000112	316.24
70	8-Jul-09	17556	8-Jul-09	Southern California A.P., Inc.	CONFERENCE AND TRAVEL	Title II	01.0	40350.0	11100	10000	4310	0000112	700.00
71	11-Jun-09	17223	11-Jun-09	Ocean Institute	FIELD TRIPS	District-level,6-8	01.0	40350.0	11100	10000	5220	0000112	800.00
72	16-Jun-09	17225	16-Jun-09	Pacific Coachways	BUSES	District-level,6-8	01.0	17400.0	19000	10000	5890	0000052	2,660.50
73	10-Jun-09	17221	10-Jun-09	Carier Brothers, LLC	FIRE SAFETY SUPP/EQUIP/SYSTEM	District-level,6-8	01.0	17400.0	19000	10000	5812	0000052	4,915.16
74	8-Jun-09	17213	8-Jun-09	Brian Zimmerman Photographics LLC	INSTRUCTIONAL SUPPLIES	Maintenance Yard	01.0	81500.0	00000	81100	5630	0000117	1,557.42
75	19-Jun-09	17230	19-Jun-09	California Western Visuals	Smart Boards	Reimbursed Cost	01.0	90200.0	71100	21000	4310	0000112	53,166.28
76	16-Jun-09	17232A	16-Jun-09	Deborah Delamarter	Afterschool Enrichment	PTA, Grand View	01.0	90215.0	11101	10000	4400	1000400	2,092.50
77	22-Jun-09	17232A	22-Jun-09	Deborah Delamarter	Afterschool Enrichment	PTA, Grand View	01.0	90215.0	11101	10000	5890	1000400	2,137.50
78	25-Jun-09	17242	25-Jun-09	Deborah Delamarter	Afterschool Enrichment	PTA, Meadows	01.0	90225.0	11101	10000	5890	2000400	540.00
79	25-Jun-09	17243	25-Jun-09	Hugo Heezaert	Afterschool Enrichment	PTA, Meadows	01.0	90225.0	11101	10000	5890	2000400	180.00
80	19-Jun-09	17227	19-Jun-09	California Western Visuals	Smart Boards	PTA, Pacific	01.0	90230.0	00000	24200	4400	3000400	15,649.08
81	19-Jun-09	17228	19-Jun-09	California Western Visuals	Smart Boards	PTA, Pacific	01.0	90230.0	00000	24200	4400	3000400	16,239.03
82	19-Jun-09	17229	19-Jun-09	California Western Visuals	Smart Boards	PTA, Pacific	01.0	90230.0	00000	24200	4400	3000400	13,876.24
83	7-Jul-09	17543	7-Jul-09	insight	COMPUTER SUPP/EQUIP	PTA, Pacific	01.0	90230.0	00000	24200	4400	3000400	4,998.00
84	22-Jun-09	17508	22-Jun-09	Dulce Capadocia	Afterschool Enrichment	PTA, Pacific	01.0	90235.0	11101	10000	5890	3000400	1,350.00
85	19-Jun-09	17226	19-Jun-09	California Western Visuals	Smart Boards	PTA, Pennekamp	01.0	90240.0	00000	24200	4400	4000400	14,535.76
86	19-Jun-09	17231	19-Jun-09	insight	COMPUTER SUPP/EQUIP	PTA, Pennekamp	01.0	90240.0	00000	24200	4400	4000400	108.88
87	10-Jun-09	17219	10-Jun-09	Deborah Delamarter	Afterschool Enrichment	PTA, Pennekamp	01.0	90245.0	11101	10000	5890	4000400	270.00
88	10-Jun-09	17220	10-Jun-09	Hugo Heezaert	Afterschool Enrichment	PTA, Pennekamp	01.0	90245.0	11101	10000	5890	4000400	810.00
89	22-Jun-09	17233	22-Jun-09	Dulce Capadocia	Afterschool Enrichment	PTA, Pennekamp	01.0	90245.0	11101	10000	5890	4000400	675.00
90	22-Jun-09	17234	22-Jun-09	Hugo Heezaert	Afterschool Enrichment	PTA, Pennekamp	01.0	90245.0	11101	10000	5890	4000400	360.00
91	18-Jun-09	17507	18-Jun-09	Dulce Capadocia	Afterschool Enrichment	PTA, Pennekamp	01.0	90245.0	11101	10000	5890	4000400	1,462.50
92	22-Jun-09	17235	22-Jun-09	Lynn McIver	Afterschool Enrichment	PTA, Pennekamp	01.0	90255.0	11101	10000	5890	5000400	1,140.00
93	22-Jun-09	17236	22-Jun-09	Jon Fowler	Afterschool Enrichment	PTA, Robinson	01.0	90255.0	11101	10000	5890	5000400	430.49
94	25-Jun-09	17244	25-Jun-09	Lynn McIver	Afterschool Enrichment	PTA, Robinson	01.0	90255.0	11101	10000	5890	5000400	630.00
95	7-Jul-09	17512	7-Jul-09	3 S Corp	PAPER PRODUCTS AND PAPERBOARD	MBAF, summer school	01.0	90800.0	11103	10010	4310	9000400	559.73
96	Special Education												390,573.36
97	10-Jun-09	17217	10-Jun-09	Sunburst	INSTRUCTIONAL SUPPLIES	Student Services	01.0	65000.0	57500	11300	4340	0000113	174.90
98	7-Jul-09	17545	7-Jul-09	Abilities	INSTRUCTIONAL SUPPLIES	Student Services	01.0	65000.0	57500	11300	4310	0000113	178.10
99	7-Jul-09	17552	7-Jul-09	LACOE	Excess Costs	Student Services	01.0	65000.0	57500	92000	7142	0000113	1,616,000.00
100	Individual Service Agreements (purchase orders to cover board approved contracts)												1,616,353.00
101													
102													
103													
104													
105	EDPPreschool												
106													
107	7-Jul-09	17547	7-Jul-09	Dept. of Social Services	LICENSE/FEES	Preschool	63.0	00200.0	00000	60000	5890	0000060	1,000.00
108	2-Jul-09	17762	2-Jul-09	Office Depot	OFFICE SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	7,500.00
109	7-Jul-09	17787	7-Jul-09	Del	OFFICE SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	4,000.00
110	7-Jul-09	17788	7-Jul-09	Scholastic	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	2,000.00
111	7-Jul-09	17789	7-Jul-09	Zoophotics	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	2,000.00
112	7-Jul-09	17790	7-Jul-09	Unisource Maintenance Supply Systems	CLEANING SUPP/EQUIP	Preschool	63.0	00200.0	00000	60000	4370	0000060	3,000.00
113	7-Jul-09	17791	7-Jul-09	Copy Shop, The	OFFICE SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	1,000.00
114	7-Jul-09	17792	7-Jul-09	Sparklets	WATER SUPP/SERV/SYSTEM	Preschool	63.0	00200.0	00000	60000	4350	0000060	2,000.00
115	7-Jul-09	17793	7-Jul-09	Lakeshore	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	1,000.00
116	7-Jul-09	17794	7-Jul-09	Discount School Supply	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	5,000.00

Manhattan Beach Unified School District - Business Services Division

PO Issue	Date	PO #	Change Order Date	Vendor Name	Description	Department/Site	Fund	Res. Prj	Goal	Funct	OBJ	Sch/Loc	PO Amount
117	7-Jul-09	17795	7-Jul-09	Smiemakers	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	100.00
118	7-Jul-09	17796	7-Jul-09	Elison Educational Equipment, Inc.	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	1,000.00
119	7-Jul-09	17797	7-Jul-09	Xerox - The Document Company	OFFICE SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	1,000.00
120	7-Jul-09	17798	7-Jul-09	MacGill & Co	MEDICAL & LAB SUPP/EQUIP	Preschool	63.0	00200.0	00000	60000	4390	0000060	1,900.00
121	2-Jul-09	13207-3	2-Jul-09	Xerox Capital Services, LLC	MAINTENANCE AGREEMENTS	Preschool	63.0	00200.0	00000	60000	4350	0000060	2,000.00
122	2-Jul-09	13207-3	2-Jul-09	Xerox Capital Services, LLC	MAINTENANCE AGREEMENTS	Preschool	63.0	00200.0	00000	60000	4415	0000060	2,382.48
123													36,882.48
124	Building (Bond) Fund												
126	2-Jul-09	14508-2	2-Jul-09	U.S. Bank	FINANCIAL SERVICES	debt service, COP	21.0	08000.0	00000	91000	7439	0000000	540,000.00
127	2-Jul-09	14508-2	2-Jul-09	U.S. Bank	FINANCIAL SERVICES	debt service, COP	21.0	08000.0	00000	91000	7438	0000000	160,001.89
128	Developer Fees												
129	Developer Fees												
131	2-Jul-09	14508-2	2-Jul-09	U.S. Bank	FINANCIAL SERVICES	debt service, COP	25.0	00000.0	00000	91000	7438	0000000	219,653.11
132	Deferred Maintenance Fund												
133	Deferred Maintenance Fund												
135	8-Jun-09	17214	8-Jun-09	Daily Breeze	ADVERTISING	Maintenance Yard	14.0	62050.0	00000	81100	5830	0000017	354.21
136	Maintenance Yard												
137	Mira Costa Booster Clubs, etc.												
139	7-Jul-09	17502	7-Jul-09	Finn Scientific, Inc.	SCIENTIFIC SUPP/EQUIP	Mira Costa, AP Chemistry	01.0	91120.0	13463	10000	4310	9000500	5,021.49
140	6-Jul-09	17544	6-Jul-09	Jeanette Oliver	Workshops	Mira Costa, Choir Boosters	01.0	91169.0	17243	10000	5220	9000500	500.00
141	7-Jul-09	17551	7-Jul-09	Mark Hultibarger	MUSICAL INSTRUMENTS/SUPP	Mira Costa, Choir Boosters	01.0	91169.0	17243	10000	5630	9000500	150.00
142	6-Jul-09	17247	6-Jul-09	Manhattan Repro	PRINTING SERVICES	Mira Costa, Choir Boosters	01.0	91169.0	17243	41000	4310	9000500	634.90
143	6-Jul-09	17250	6-Jul-09	VIP Tours	BUSES	Mira Costa, Choir Boosters	01.0	91169.0	17243	41000	5812	9000500	210.00
144	7-Jul-09	17546	7-Jul-09	Naviance	SUBSCRIPTIONS	Mira Costa, College Career Center	01.0	91170.0	00000	31101	4340	9000500	395.00
145	7-Jul-09	17548	7-Jul-09	NetSupport, Inc.	SOFTWARE	Mira Costa, Leadership	01.0	91195.0	11103	10000	4340	9000500	1,293.24
146	7-Jul-09	17549	7-Jul-09	ASCD	MEMBERSHIPS	Mira Costa, Leadership	01.0	91195.0	00000	27000	5310	9000500	264.00
147	10-Jun-09	17208	10-Jun-09	Insight	OFFICE MACHINES SUPP/SERVICES	Mira Costa, Leadership	01.0	91195.0	11103	41000	4400	9000500	337.08
148	6-Jul-09	17245	6-Jul-09	Copy Shop, The	PRINTING SERVICES	Mira Costa, Leadership	01.0	91195.0	11103	41000	4300	9000500	637.00
149	6-Jul-09	17246	6-Jul-09	Morey's Music Store, Inc.	MUSICAL INSTRUMENTS/SUPP	Mira Costa, Leadership	01.0	91195.0	00000	27000	4350	9000500	457.65
150	6-Jul-09	17248	6-Jul-09	Sunset Printing	PRINTING SUPP/EQUIP	Mira Costa, Leadership	01.0	91195.0	11103	41000	4310	9000500	1,740.00
151	6-Jul-09	17249	6-Jul-09	Contemporary Services	Graduation Security	Mira Costa, Leadership	01.0	91195.0	00000	27000	5890	9000500	721.20
152	7-Jul-09	17251	7-Jul-09	Inter Teaching Systems	Headset cable	Mira Costa, Leadership	01.0	91195.0	11103	41000	4310	9000500	225.00
153	7-Jul-09	17252	7-Jul-09	MBUSD - Cafeteria Account	CATERING SERVICES	Mira Costa, Leadership	01.0	91195.0	00000	27000	4350	9000500	1,244.00
154	7-Jul-09	17253	7-Jul-09	All American Trophy	AWARDS/CERTIFICATES	Mira Costa, Leadership	01.0	91195.0	11103	41000	4310	9000500	836.00
155	7-Jul-09	17254	7-Jul-09	J.W. Pepper	MUSICAL INSTRUMENTS/SUPP	Mira Costa, Leadership	01.0	91195.0	11103	41000	4310	9000500	274.49
156	13-Jul-09	17256	13-Jul-09	Copy Shop, The	PRINTING SERVICES	Mira Costa, Leadership	01.0	91195.0	00000	27000	4350	9000500	637.00
157													
159	Legal bills paid												
160	5-Jun-09			Miller Brown & Dannis		General fund	01.0	00000.0	00000	71100	5820	0000011	6,498.87
161	3-Jul-09			Fagen Friedman & Fulfrost, LLP		General fund	01.0	00000.0	00000	71100	5820	0000011	1,020.00
162	9-Jul-09			Miller Brown & Dannis		General fund	01.0	00000.0	00000	71100	5820	0000011	3,007.53
163	9-Jul-09			Miller Brown & Dannis		General fund	01.0	00000.0	00000	71100	5820	0000011	1,902.56
164	3-Jul-09			Fagen Friedman & Fulfrost, LLP		General fund	01.0	00000.0	00000	74001	5820	0000115	4,655.48
165	17-Jun-09			Fagen Friedman & Fulfrost, LLP		Spec Educ, Elementary	01.0	65000.0	50010	71100	5820	0000051	1,860.00
166	3-Jul-09			Fagen Friedman & Fulfrost, LLP		Spec Educ, Elementary	01.0	65000.0	50010	71100	5820	0000051	11,603.59
167	3-Jul-09			Fagen Friedman & Fulfrost, LLP		Spec Educ, High School	01.0	65000.0	50010	71100	5820	0000053	5,767.00
168	3-Jul-09			Fagen Friedman & Fulfrost, LLP		Spec Educ, General	01.0	65000.0	50010	71100	5820	0000113	9,431.50
169	3-Jul-09			Fagen Friedman & Fulfrost, LLP		Spec Educ, General	01.0	65000.0	50010	71100	5820	0000113	45,746.53
170													

97.

E. CONSENT ITEMS

29. TITLE: Business

BACKGROUND: In accordance with Board Policy #3290, it is the right of the Board to accept all gifts to the District, monetary and material.

We have received gifts from: The Walsh Family.

ACTION RECOMMENDED: Accept with thanks, gifts from:
The Walsh Family

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: July 21, 2009

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Donor	Description	Site Donated To
The Walsh Family	Bike & Computer Keyboard	Pacific EDP

E. CONSENT ITEM

30. TITLE: Developer Fees

BACKGROUND: The attached material details the District's share of Developer Fees collected during the month of June, 2009. The total received for the month of June is \$23,281.85.

ACTION RECOMMENDED: No action is recommended.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: July 21, 2009

**Manhattan Beach Unified School District
Developer Fees
Report of Collections to Date**

1986/87	27,550.00	1996/97	518,156.57
1987/88	370,367.30	1997/98	858,526.83
1988/89	367,185.00	1998/99	949,097.79
1989/90	664,577.39	1999/00	845,723.70
1990/91	310,430.11	2000/01	973,429.53
1991/92	273,011.74	2001/02	887,811.27
1992/93	230,276.57	2002/03	1,028,120.90
1993/94	407,139.86	2003/04	1,101,872.99
1994/95	327,074.42	2004/05	984,925.42
1995/96	456,396.95	2005/06	1,013,410.79
		2006/07 Total	990,987.60

2007/08	
July	50,153.60
August	75,454.71
September	76,676.66
October	62,436.20
November	65,426.51
December	40,720.29
January	46,236.31
February	103,542.40
March	66,203.24
April	52,407.91
May	112,019.12
June	36,606.07
2007/08 Total	787,883.02

2008/09	
July	25,751.91
August	53,606.66
September	72,427.57
October	27,352.00
November	12,487.24
December	40,224.65
January	30,844.64
February	2,779.91
March	12,852.85
April	16,191.07
May	12,101.51
June	23,281.85
2008/09 Total	329,901.86

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

DEVELOPER FEES
June-09

<u>DATE</u>	<u>ADDRESS</u>	<u>ADDITION/ NEW CONSTRUCTION</u>	<u>SQUARE FOOTAGE</u>	<u>AMT PAID</u>
June		Redondo Bch Jan thru May 09		3,009.81
10	217 Homer St	New Construction	870	2,288.10
10	1167 10th St	New Construction	2223	5,846.49
16	3608 Pacific Ave	New Construction	1791	4,710.33
22	404 The Strand	New Construction	2824	7,427.12

Total: \$23,281.85

I. BOARD BUSINESS

1. **TITLE:** Receive for Second Reading and Adoption, revised Administrative Regulation 5131.9, Academic Honesty and Exhibit 5131.9, Point System Ethics Policy

BACKGROUND: Manhattan Beach Unified Administrative Regulation 5131.9, Academic Honesty and Exhibit 5131.9, Point System Ethics Policy are presented to the Board as a revision for second reading and adoption. It has been determined that the middle school and high school have different age appropriate methods of addressing academic honesty. The previous regulation grouped grades 6-12, not allowing for these differences.

The grade level differences are defined in this revised regulation.

As delegated by the Board, Board of Trustees' President, Nancy Hersman has reviewed and commented on this regulation. Her recommendations have been included in this revision. Mrs. Hersman is recommending adoption with this second reading.

FINANCIAL IMPACT: None

RECOMMENDED ACTION: Receive for Second Reading and Adoption, revised Administrative Regulation 5131.9, Academic Honesty and Exhibit 5131.9, Point System Ethics Policy

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: June 16, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

Students**Academic Honesty****Elementary Level (K-5)**

At the elementary level, instances of cheating are best handled on a case by case basis, keeping in mind the age of the student, the child's previous discipline history, the school's discipline plan, and the Character Counts program. The options available for dealing with an incidence of cheating by an elementary age student may include, but are not limited in content or sequence, to the following: teacher-student conference; parent-teacher conference; conference with the school principal; lowered grade on assignment or test; lowered grade in subject area; unsatisfactory grade in citizenship; detention or suspension.

Manhattan Beach Middle School (6 – 8)

Manhattan Beach Middle School students are expected to take pride in their achievements. Students must rely on their own talents and abilities to complete academic work at a level in which they take pride. Any attempt to shortcut this process undermines the learning process, destroys student integrity, and weakens the trust essential to a positive student/teacher relationship. Academic dishonesty usually involves an attempt by a student to show a level of knowledge or skill that he/she does not possess. Any student who seeks to gain a dishonest advantage over his/her fellow students is pursuing a course that is unacceptable to both peers and society.

In an effort to protect the rights of honest students and foster a sense of responsibility for personal conduct, Manhattan Beach Middle School has adopted this academic honesty policy. Promoting honest behavior is a responsibility shared by the school and parents. It is the responsibility of the students, parents, teachers, and administrators to prevent dishonesty. It is the responsibility of the teacher to determine whether or not a violation has occurred and to take the appropriate actions.

Academic dishonesty is the act of participating in obtaining or attempting to obtain credit for work by the use of dishonest, deceptive, fraudulent, or unauthorized means. Collaborative studying is not academic dishonesty when specifically permitted or required by a teacher.

Consequences for Violation(s) of the Academic Honesty Policy at MBMS:***Category One*****Cheating Offenses:**

1. Stealing a test or assessment
2. Reproducing/Altering or taking a picture of a test or assessment
3. Altering a teacher's grade book or other records

Students**Academic Honesty**

Consequences for Category One may include any or all of the following:

1. Zero credit on any stolen test
2. Unsatisfactory mark (U) in citizenship
3. Offense recorded in the student's discipline file
4. Suspension for up to five days
5. Appropriate legal action

Category Two

Cheating offenses may include but will not be limited to the following:

1. Copying someone else's work
2. Allowing someone else to copy your work
3. Submitting work on which the student has received substantial assistance from another person (including parents, tutors, siblings, or other students)
4. Cheating on a quiz, test, exam, or assignment
5. Plagiarizing
6. Giving or receiving information regarding a test, quiz, or exam
7. Forgery

Consequences for Category Two may include any or all of the following:

1. A zero recorded for the assignment
2. Needs improvement (N) or Unsatisfactory (U) mark in citizenship for that trimester at the discretion of the teacher based on the severity of the incident
3. Offense recorded in student's discipline file
4. Saturday school

All cheating offenses will be continuously documented throughout the student's tenure at Manhattan Beach Middle School.

Mira Costa High School (9 – 12)

To create a fair and positive learning environment, Mira Costa High School requires that students act with honesty at all times in their academic endeavors. To this end, the following policy has been established by a faculty committee to promote academic integrity and to establish consequences in cases of unethical behavior.

The development of academic integrity in the students of Mira Costa High School is a significant priority for teachers and faculty. This regulation encourages students and parents to become partners in this goal as students explore ideas and achieve success as a result of their own efforts.

Students**Academic Honesty**

The Manhattan Beach Unified School District expects students to take their responsibilities as ethical learners seriously.

Cheating includes, but is not limited to, plagiarizing, copying another student's work, using notes, electronics, or other means of assistance on an assignment or test, passing answers or information to other students about an assignment or test, altering a teacher's grade book/records, and taking a copy of a test to use it for personal advantage or for distribution to other students. The teacher is responsible for determining that a student has cheated on an assignment and/or test. To assist in making this decision, teachers may utilize software (such as turnitin.com), internet search engines, and references to other materials (including Spark Notes) to ascertain the authenticity of student work.

Plagiarism is defined as the use of another person's ideas or expressions in your writing without giving proper credit to the source. It is not possible to enumerate every type of plagiarism; we expect students to diligently avoid taking credit for another person's work. To that end, we provide some *examples* of plagiarism below. This list is not exhaustive and constitutes a guideline for students. Parents are expected to support our efforts to encourage students to generate and express original ideas.

1. Copying another student's paper
2. Using direct language from a source (printed or electronic) without placing those words in quotation marks and without using a citation.
3. Using ideas from a source (printed or electronic) without using a citation.
4. Including paraphrased or summarized material without using a citation.
5. Failing to cite a fact that is not common knowledge
6. Downloading a paper from the Internet or from a paper mill.

IF IN DOUBT, CITE***How the Policy is Implemented***

Once the teacher determines that a student has violated the Ethics Policy:

1. A teacher-student conference takes place to discuss the circumstances of the violation.

Students

Academic Honesty

2. The teacher then fills out a referral form to the vice-principal detailing the offense.
3. The vice-principal meets with the student, contacts the parent, and implements discipline under the policy.

All cheating offenses will be continuously documented throughout the student's tenure at Mira Costa High School.

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

approved: April 28, 1999 Manhattan Beach, California

First Reading Revised: June 16, 2009

Revised Approved:

MIRA COSTA HIGH SCHOOL
ETHICS POLICY

E5131.9

POINTS/DEMERITS	ETHICS OFFENSE	CONSEQUENCE
2	<ul style="list-style-type: none"> ➤ Copying HW ➤ Allowing someone else to copy your homework ➤ Cheating on Quiz ➤ Giving/receiving information about quiz 	<ul style="list-style-type: none"> ➤ O on assignment ➤ U in citizenship for that grading period ➤ 1 hour detention
4	<ul style="list-style-type: none"> ➤ Cheating on a major assignment (as determined by teacher in writing) ➤ Cheating on an Exam ➤ Giving/Receiving information about an exam ➤ Plagiarism 	<ul style="list-style-type: none"> ➤ O on assignment ➤ U in citizenship for that grading period ➤ Study Zone
6a	<ul style="list-style-type: none"> ➤ Stealing a test or assessment ➤ Reproducing/Altering or taking a picture of a test or assessment ➤ Altering a teacher's grade book or other records 	<ul style="list-style-type: none"> ➤ Transfer to different course for rest of semester ➤ No credit in offending course that semester ➤ 4 day suspension ➤ Possible recommendation for expulsion ➤ Possible referral to law enforcement
6b	<ul style="list-style-type: none"> ➤ Three 2 point offenses ➤ Any combination of a 2 and 4 point offense 	<ul style="list-style-type: none"> ➤ O on assignment ➤ U in citizenship for that grading period ➤ 2 day suspension
8	<ul style="list-style-type: none"> ➤ Any cumulative series of points 2 through 6b above totaling 8 points. 	<ul style="list-style-type: none"> ➤ O on assignment ➤ U in citizenship for that grading period ➤ 5 day suspension ➤ 1 Study Zone ➤ Transfer to different course for rest of semester ➤ No credit in offending course that semester
10	<ul style="list-style-type: none"> ➤ Any cumulative series of points 2 through 6b above totaling 10 points. 	<ul style="list-style-type: none"> ➤ O on assignment ➤ U in citizenship for that grading period ➤ 5 day suspension ➤ 2 Study Zones

G. **BOARD BUSINESS**

2. **TITLE:** Receive for First Reading and Adoption, revised Board Policy and Administrative Regulation 5144.1, Suspension and Expulsion/Due Process

BACKGROUND: Manhattan Beach Unified Board Policy and Administrative Regulation 5144.1, Suspension and Expulsion/Due Process, is presented to the Board as a revision for first reading and adoption. As an alternative to off-campus suspension, Education Code 48911.1 authorizes a supervised suspension classroom program for students who pose no imminent danger or who have not been recommended for expulsion. The District intends to implement such a program to offer additional options of discipline when school officials believe a student will benefit from such a program and can continue his/her studies under the supervision of a certificated employee. The intent is to use this program as an alternative to off-campus suspensions; however, the addition of this alternative will not preclude an off-campus suspension when such a suspension is warranted. This new program requires that the District board policy and regulation on suspension and expulsion/due process be revised to include the essentials of the program.

A district that has implemented a supervised suspension classroom program may continue to claim apportionments for students so assigned, provided the district meets the specific criteria which is set forth in the revised accompanying administrative regulation.

In addition, the **MANDATED** regulation is revised to reflect revisions to Education Code **NEW LAW** (AB 86) which adds bullying, including bullying by electronic means, to the list of reasons for which a student can be suspended or expelled.

FINANCIAL IMPACT: None

RECOMMENDED ACTION: Receive for First Reading and Adoption, revised Board Policy and Administrative Regulation 5144.1, Suspension and Expulsion/Due Process.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: July 21, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

(cf. 5144 - Discipline)

Suspended or expelled students shall be denied the privilege of participation in all extracurricular and cocurricular activities during the period of suspension or expulsion.

(cf. 6145 - Extracurricular and Cocurricular Activities)

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion shall be used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be those specified in law and/or administrative regulation.

Zero Tolerance

The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy, and administrative regulation as cause for suspension or expulsion.

Student Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

designee shall comply with procedures for notices and appeals as specified in administrative regulation and/or law. (Education Code §§ 48911, 48915, 48915.5, 48918, 48918.5, & 48918.6.)

(cf. 5119 - Students Expelled from Other Districts)

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

Alternatives to Off-Campus Suspension and Supervised Suspension Classroom

The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus and may fall behind in the coursework. The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.

The Superintendent or designee shall establish a supervised classroom suspension program which meets the requirements of law for students suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, who pose no imminent danger or threat at school, and for whom an expulsion action has not been initiated. (Education Code § 48911.1(a).)

The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.

Required Parental Attendance

The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.

Whenever a student is suspended from class by a teacher because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities, or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a school day in the class from which the student was suspended. (Education Code 48900.1)

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

Before requiring parental attendance, the teacher shall make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.

The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is pursuant to law. (Education Code 48900.1)

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

The principal or designee shall contact a parent/guardian who does not respond to the request to attend school. The Board recognizes that parent/guardian compliance with this policy may be delayed, modified, or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

Decision Not to Enforce Expulsion Order

In cases where expulsion is mandatory pursuant to Education Code 48915(c), the enforcement of an expulsion order shall not be suspended by the Board. In all other cases of expulsion, the order for expulsion may be suspended by the Board, on case-by-case basis, pursuant to the requirements of law.

Legal Reference:
EDUCATION CODE

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

212.5 Sexual harassment

1981 Enrollment of students in community school

17292.5 Program for expelled students

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48660-48667 Community day schools

48900-48927 Suspension and expulsion

48950 Speech and other communication

49073-49079 Privacy of student records

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

Students

SUSPENSION AND EXPULSION/DUE PROCESS

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

7151 Gun free schools

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H., (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

WEB SITES

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

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

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

U.S. Department of Education, Office of Safe and Drug-Free Schools:

<http://www.ed.gov/about/offices/list/osdfs/index.html>

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: October 20, 2004 Manhattan Beach, California

Students

SUSPENSION AND EXPULSION/DUE PROCESS

I. DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925) [NOTE: § 48925 definition is for "pupil" not "student"]

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property includes, but is not limited to, electronic files and databases. (Education Code 48900(t))

Students**SUSPENSION AND EXPULSION/DUE PROCESS****II. NOTICE OF REGULATIONS**

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. (Education Code 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

III. GROUND FOR SUSPENSION AND EXPULSION

A. Students may be subject to suspension or expulsion when it is determined that the student:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a))
 - (a) A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled.
 - (b) However, a student may be expelled once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))
2. Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object unless, in the case of possession of an object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))
3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, a controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

4. Unlawfully offered, arranged, or negotiated to sell a controlled substance as defined in Health and Safety Code 11053-11058, an alcoholic beverage or intoxicant of any kind, and either sold, delivered or otherwise furnished to a person another liquid, substance or material and represented same as a controlled substance, alcohol beverage, or intoxicant. (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))
6. Caused or attempted to cause damage to school property, or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))
12. Knowingly received stolen school property or private property. (Education Code 48900(l))
13. Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))
 15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))
 16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))
 17. Engaged in, or attempted to engage in, hazing, defined as a method of initiation or pre-initiation into a student organization, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. "Hazing" does not include athletic events or school- sanctioned events. (Education Code 48900(q))
 18. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, directed specifically toward a student or school personnel
 - (a) An "electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager. (Education Code 32261(g))
 19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)
- B. A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:
1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)
 3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)
- C. A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including but not limited to the following circumstances:
1. While on school grounds
 2. While going to or coming from school
 3. During the lunch period, whether on or off the school campus
 4. During, going to, or coming from a school-sponsored activity. (Education Code 48900(s))
- D. Suspension shall be imposed only when other means of correction fail to bring about proper conduct. Suspension also may be imposed upon a first offense if the Superintendent, principal or designee determines that the student violated items numbered 1-5 in the "Grounds for Suspension and Expulsion" session, above, or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)
- E. Except as provided in Education Code section 48915(c), the Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(v))
- F. Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities. (Education Code 48900(w))

Students**SUSPENSION AND EXPULSION/DUE PROCESS****IV. SUSPENSION PROCEDURES****A. Removal from Class by a Teacher/Parental Attendance**

1. A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in the "Grounds for Suspension and Expulsion" section, above. (Education Code 48910.) A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910.) When removing a student from his/her class, the teacher shall:
 - (a) immediately report this action to the principal or designee; and
 - (b) send the student to the principal or designee for appropriate action.
 - (i) If the student must remain on campus, then he/she will be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)
2. As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if practicable. A school administrator shall attend if requested by either the parent/guardian or the teacher. (Education Code 48910)

During the period of removal, the student shall not be returned to class without the approval of the teacher and the principal, nor placed in another regular class. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)
3. Pursuant to Board Policy, a teacher may require that the parent/guardian of a student whom the teacher suspended attend a portion of a school day in his/her child's classroom, when a student has been suspended by a teacher for any of the following offenses:
 - (a) committing an obscene act;

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

- (b) engaging in habitual profanity or vulgarity;
- (c) disrupting school activities; and/or willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1) This notice shall also:

- (a) Inform the parent/guardian when his/her presence is expected and how he/she may arrange an alternate date
- (b) Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

The principal shall contact parents/guardians who do not respond to this notice. (Education Code 48900.1)

B. Suspension by Superintendent, Principal or Principal's Designee

1. The Superintendent, principal or principal's designee may suspend a student from school for no more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)
2. A student may be suspended from school for no more than 20 school days in any school year, unless for purposes of adjustment the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)
3. The Superintendent or designee may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)
4. Suspension Procedures. Suspensions shall be initiated according to the following procedures:

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

- (a) *Informal Conference:* Suspension shall be preceded by an informal conference conducted by the principal, designee, or the Superintendent with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him/her; the student shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)
- (i) This conference may be omitted if the principal, designee, or the Superintendent determines that an emergency situation, which involves a clear and present danger to the lives, safety and/or health of students and/or school personnel, exists.
- (ii) If a student is suspended prior to the conference being held, both the parent/guardian and the student shall be notified of the student's right to return to school for the purpose of attending this conference. The conference shall be held within two school days, unless the student waives his/her right to the conference, or is physically unable to attend the conference. In the event that the student is physically unable to attend, the conference will be held as soon as the student is physically able to attend. (Education Code 48911.)
- (b) *Administrative Actions:* All student suspension referrals are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the student's name and the cause for the suspension to the Superintendent or designee.
- (c) *Notice to Parents/Guardians:* At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911) This notice shall state the specific offense committed by the student. (Education Code 48900.8) In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

- (d) *Parent/Guardian Conference:* Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved and any other pertinent matter. (Education Code 48914)
 - (i) While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference.
 - (ii) The student may not be denied readmission solely because the parent/guardian failed to attend. (Education Code 48911)
- (e) *Extension of Suspension:* If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911(g))
 - (i) Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard.
 - (ii) This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

C. Suspension by the Board

1. The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal or Principal's Designee" above. (Education Code 48912)

Students

SUSPENSION AND EXPULSION/DUE PROCESS

2. The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code section 48915. (Education Code 48912.5)
3. When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code section 49073-49079. (Education Code 35146, 48912)
4. The Board shall provide the student and his/her parent/guardian with written notice of the closed session by certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

D. Supervised Suspension Classroom

1. *Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school may be assigned to a separate, supervised suspension classroom for the entire period of suspension. The following conditions shall apply:*
 - (a) *The supervised suspension classroom shall be staffed in accordance with law.*
 - (b) *The student shall have access to appropriate counseling services.*
 - (c) *The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.*
 - (d) *The person supervising the suspension classroom shall be responsible for contacting a student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork. (Education Code 48911.1)*

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

2. *At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)*

V. GROUNDS FOR EXPULSION

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer or administrative panel, based on a finding that:

1. other means of correction are not feasible or have repeatedly failed to bring about proper conduct; and/or
2. due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others (Education Code 48915(b) and (e))

A. Mandatory Recommendation and Mandatory Expulsion

It is mandatory that the principal, Superintendent or designee immediately suspend and recommend that the Board expel any student that he or she determines has committed any of the following acts at school or at a school activity off grounds:

1. Possessing, selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence, and as verified by a District employee.
2. Brandishing a knife at another person. "Knife" means any of the following:
 - (a) Dirk, dagger or other weapon with a fixed, sharpened blade fitted primarily for stabbing;
 - (b) A weapon with a blade longer than 3 ½ inches
 - (c) A folding knife with a blade that locks into place
 - (d) A razor with an unguarded blade

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in number 14 of the "Grounds for Suspension and Expulsion" section, above.
5. Possession of an explosive. The definition of "explosive" includes, but is not limited to, a bomb, grenade, rocket having a propellant charge of more than 4 ounces, a missile having an explosive or incendiary charge of more than ¼ of an ounce. (Education Code 48915(c))

Upon finding that the student committed any of the above acts, it is mandatory that the Board expel the student. (Education Code 48915)

B. Mandatory Recommendation, Permissive Expulsion, Supplemental Findings Required

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, it is mandatory that the principal or the Superintendent or designee immediately suspend and recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel, the Board *may* order that the student be expelled for committing an act listed in this section, if the Board finds that:

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

1. other means of correction are not feasible or have repeatedly failed to bring about proper conduct; and/or
2. due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others (Education Code 48915(b) and (e))

VI. EXPULSION HEARINGS**A. Student's Right to Expulsion Hearing**

The student is entitled to a hearing to determine whether the student should be expelled.

B. Expulsion Hearing Notice

1. Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include:
 - (a) The date and place of the hearing.
 - (b) A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
 - (c) A copy of the District's disciplinary rules which relate to the alleged violation.
 - (d) Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).
 - (e) The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.
 - (i) *Legal counsel* means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.
 - (ii) *Nonattorney advisor* means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

- (f) The right to inspect and obtain copies of all documents to be used at the hearing.
- (g) The opportunity to confront and question all witnesses who testify at the hearing.
- (h) The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses. (Education Code 48918(b))

C. Expulsion Hearing Timelines

1. The expulsion hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))
2. The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))
3. If the Board finds it impractical during the school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))
4. If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))
5. Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

6. The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))
7. The Board's decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

D. Rights of Complaining Witnesses in Cases Involving Sexual Assault or Sexual Battery

1. An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Education Code 48918.5)
2. Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to:
 - (a) Receive five days' notice of his/her scheduled testimony at the hearing
 - (b) Have up to two adult support persons of his/her choosing, including, but not limited to parent/guardian and/or legal counsel present in the hearing at the time he/she testifies.
 - (i) Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - (ii) The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - (iii) If one or both support persons are also witnesses, the hearing shall be conducted according to Penal Code 868.5.

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

- (c) Have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television.
- (d) Whenever any allegation of sexual assault or battery is made, the Superintendent or designee shall immediately advise the complaining witness(es) and accused student(s) to refrain from any and all contact with each other while the expulsion process is pending.
- (e) Evidence of specific instances of prior sexual conduct of a complaining witness will be presumed to be inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard.
 - (i) Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person.
 - (ii) Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

E. Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting.
 - (a) If such request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))
 - (b) Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled.

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

- (c) If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session. (Education Code 48918(c))
- 2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
- 3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee.
 - (a) All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20 (Education Code 48918(i))
 - (b) Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))
 - (c) If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))
- 4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs.

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

5. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to law and listed in “Grounds for Suspension and Expulsion” above. (Education Code 48918(h))
 - (a) Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))
 - (b) In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

6. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (a) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (b) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (c) The person conducting the hearing may:
 - (i) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (ii) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (iii) Permit one of the support persons to accompany the complaining witness to the witness stand

F. Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

1. Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer.
 - (a) Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))
2. A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing." (Education Code 48918(d))
3. The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers and with the student's parent/guardian. (Education Code 48918(e))
4. If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))
5. In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917)
6. The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

G. Final Action by the Board

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

1. Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

2. If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.
3. If the Board reaches a decision to expel the student, upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district.
 - (a) For a student expelled for an act listed under “Mandatory Recommendation and Mandatory Expulsion” above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis.
 - (b) For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred.
 - (c) If an expulsion is ordered during the summer session, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session in which the expulsion occurred. (Education Code 48916)
4. At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916(b).)
 - (a) Periodic review as well as assessment of the student at the time of review for readmission, and/or
 - (b) Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, and other rehabilitative programs
5. With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Students**SUSPENSION AND EXPULSION/DUE PROCESS****H. Written Notice to Expel**

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

I. Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:
(Education Code 48917)

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation.

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

- (a) This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education.
 - (b) However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program.
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status.
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct.
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order.
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings.
6. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board of Education.
7. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board of Education. (Education Code 48918(j)).

VII. APPEALS

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board of Education. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

VIII. POST EXPULSION PLACEMENTS AND PROCEDURES**A. Program of Study for Expelled Students**

1. The Board shall refer expelled students to a program of study that is:
 - (a) Appropriately prepared to accommodate students who exhibit discipline problems
 - (b) Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
 - (c) Not housed at the school site attended by the student at the time of suspension. (Education Code 48915, 48915.01)
2. When the placement described above is not available, and when the County Superintendent of Schools so certifies, students expelled for acts described in items 6-13 and 18-21 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)
3. The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

B. Procedures for Readmission After Expulsion

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding re-admission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

IX. MAINTENANCE OF RECORDS

- A. The Board shall maintain a record of each expulsion, including the specific cause of the expulsion.

Students**SUSPENSION AND EXPULSION/DUE PROCESS**

- B. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))
- C. The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

X. OUTCOME DATA**A. The Superintendent or designee shall maintain the following data:**

- 1. The number of students recommended for expulsion
- 2. The specific grounds for each recommended expulsion
- 3. Whether the student was subsequently expelled
- 4. Whether the expulsion order was suspended
- 5. The type of referral made after the expulsion
- 6. The disposition of the student after the end of the expulsion period. (Education Code 48900.8, 48916.1)

XI. NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

- A. Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)
- B. The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 or 626.10. (Education Code 48902)
- C. Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

MBUSD

AR 5144.1 (z)

Students

SUSPENSION AND EXPULSION/DUE PROCESS

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

approved: October 20, 2004 Manhattan Beach, California

141.