

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

**September 1, 2010
5:30 PM Closed Session
6:30 PM Regular Open Session**

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

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

A. CALL TO ORDER (5 minutes)

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

B. ANNOUNCEMENTS AND COMMUNICATIONS (5 Minutes)

1. Public Comment Regarding Agenda
The purpose of this section is to permit any person in the audience to make a statement to the Board of Trustees on items on the Agenda. Persons are limited to three (3) minutes for their communication, unless the Board deems otherwise. The President will conclude the Public Comment after a reasonable length of time and proceed with the Agenda. The Board may, at its discretion, permit statements on items not on the Agenda, but pertaining to the school district, if appropriate and not an impediment to the efficiency and orderliness of the meeting; no action shall be taken on any item not appearing on the Agenda.
2. Sunshining of California School Employees Association's (CSEA) proposed successor agreement to the 2007 – 2010 CSEA Master Agreement. CSEA's proposed articles for discussion are:
 - Article 2 – Hours and Overtime
 - Article 6 – Leaves
 - Article 7 – Association Rights
 - Article 10 – Compensation and Benefits
 - Article 25 – Term
3. Board Member Announcements

C. PRESENTATION/DISCUSSION ITEMS (Minutes)

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

Seaton 1. Advanced Placement Scores

D. PRESENTATION/ACTION ITEMS

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

None.

E. CONSENT CALENDAR (15 Minutes)

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

General

- Seaton
1-2** 1. Approve Mira Costa High School's Boys' Water Polo Team to attend America's Finest Invitational, San Diego, California. The trip will take place from September 24-25, 2010. There will be eighteen male students and two male chaperones supervising. Transportation will be by parent carpool and accommodations will be at the Days Inn, Mission Valley.
- Schneider
3-4** 2. Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Rosa Lizarraga, to provide language translation services as mandated by an Individualized Education Plan (IEP) team meeting. Amount not-to-exceed \$700.00. Funds to be paid from Special education account, #01.0-65000.0-57500-31200-5850-0000113. This item has been budgeted.
- Hall
5-11** 3. Approve partnership agreement between the Manhattan Beach Unified School District and the School of Education at Loyola Marymount University, Teacher Education Intern Credential Program, including multiple subject, single subject, and education specialist (mild/moderate) and BCLAD emphasis credentials.

Hall Personnel

4. Approve extra period assignment for John Heideman (MCHS), Col. 4, Step 30, 20%, eff. 8/31/10.
5. Ratify employment of certificated staff effective 8/31/10 as follows:
- Hernandez, Amber (GV), Col. 4, Step 6, TEMP, 100%
Lofton, Jane (MCHS), Col. 6, Step 9, PROB 1, 100%
Schnell, Elizabeth Richardson (MBMS), Col. 6, Step 3, TEMP, 66.64% FTE
Singh, Bharathi (MCHS), Col. 3, Step 1, (PROB 1), 100%
6. Approve resignation of Dawn Young (ROB), eff.. 8/25/10 (relocation).

7. Ratify leave of absence per Contract Article #11 for certificated employees as follows:

Batavick, Andrea (GV), 100%, from 8/31/10 to 6/23/11
Brown, Megan (PAC), 100%, from 8/31/10 to 6/23/11
Buckner, Karin (PAC), 100%, from 8/31/10 to 6/23/11
Currier, Charles (MCHS), 100%, eff. 8/31/10
Fairbrother, Carrie (GV), 100%, from 8/31/10 to 6/23/11
Mellis, John (MCHS) 100%, eff. 8/31/10
Mitchell, Stephanie (GV) 100%, from 8/31/10 to 6/23/11
Mullins, Stephanie (GV) 100%, from 8/31/10 to 6/23/11
Stephens, Darrow (ROB) 100%, from 8/31/10 to 6/23/11

8. Approve temporary reduction in hours for Jennifer Jordan (Ed. Svs.), from 100% to 40%, eff. 8/31/10.

F. PUBLIC AND STAFF SUBMITTED ITEMS

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

None.

G. BOARD BUSINESS (5 Minutes)

1. Nominations for Membership to the LA County Committee on School District Organization (serves through October 2014).

H. SUPERINTENDENT/CABINET REPORT (30 Minutes)

1. Enrollment Update
2. Opening of School

I. PUBLIC COMMENTS (5 minutes)

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

J. ITEMS FOR FUTURE DISCUSSION/ACTION

K. ADJOURNMENT

CLOSED SESSION AGENDA

September 1, 2010

5:30 PM

1. Conference with Legal Counsel - Anticipated Litigation - significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9. One potential case.
2. Conference with district labor negotiator Steve Romines regarding CSEA negotiations, per Government Code section 54957.6.
3. Conference with district labor negotiator Steve Romines regarding MBUTA negotiations, per Government Code section 54957.6.

Adopted Goals of the Board of Trustees for 2010-2011

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

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

(Note: These dates are subject to change)

SEPTEMBER

September 1, 2010
First Day of School

February 16, 2011, 6:30 PM
Board Meeting

September 1, 2010, 6:30 PM
Board Meeting

February 21-25, 2011
District Recess

September 6, 2010
Labor Day Holiday

September 15, 2010, 6:30 PM
Board Meeting

OCTOBER

October 6, 2010, 6:30 PM
Board Meeting

October 20, 2010, 6:30 PM
Board Meeting

NOVEMBER

November 3, 2010, 6:30 PM
Board Meeting

November 11, 2010
Veteran's Day Holiday

November 17, 2010, 6:30 PM
Board Meeting

November 22-26, 2010
Thanksgiving Recess

DECEMBER

December 8, 2010, 6:30 PM
Board Meeting

December 20-31, 2010
Winter Recess

JANUARY

January 12, 2011, 6:30 PM
Board Meeting

January 17, 2011
MLK Holiday

FEBRUARY

February 2, 2011, 6:30 PM
Board Meeting

E. CONSENT CALENDAR

1. **TITLE:** Overnight Field Trip - Mira Costa High School Boys' Water Polo Team at America's Finest City Invitational, San Diego, California

BACKGROUND: Athletes from the Mira Costa High School Boys' Water Polo Team will travel to San Diego, California to participate in the America's Finest City Invitational on September 24-25, 2010. They will participate in two games on Friday and three games on Saturday. There will be eighteen male athletes participating in this event, with two adult male chaperones.

The cost for this field trip will be paid for by each student. The Aquatics Booster Club will offer scholarships for this trip. Parents will provide athletes with transportation via carpool and accommodations will be at the Days Inn, Mission Valley, California.

ACTION RECOMMENDED: Approval is requested.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF MEETING: September 1, 2010

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
OVERNIGHT FIELD TRIP REQUEST FORM

Name of Person Requesting Approval: Reichardt Your Position: Head Coach / teacher
Your Location/School Site: Mira Costa Your Work Telephone: Xt. 5276

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

Dates of Travel: from Fri Sep 24 to SAT Sep 25

Name of Destination: San Diego CA AFC Invite

Destination Address: Coronado, La Jolla, Rancho Bernardo

Destination Phone Number: _____

Name of Contact Person at Destination: R.

Reason for Travel/Educational Goal: AFC invite varsity water polo touring

Number of Students Attending: Male: 18 Female: _____

*Number of Chaperones: Male: 2 Female: _____

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

1. Jon Reichardt
2. Dave Halushka
3. _____
4. _____
5. _____

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

Name of Travel Agency: _____ Contact: _____

(Proof of Insurance must accompany this form.)

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

Method of Transportation (be specific): Carpooling / Parents Driving

Name and Address of Hotel (be specific): _____

How Many Days of School Will Be Missed? 0 List School Dates Missed: 0

Will Student Participate in Water Sports, Rock Climbing or Other Hazardous Activities? _____

If so, what type? NO

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

Account Number to be Charged: _____

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

Signatures:

Your Signature: Jon Reichardt Principal: [Signature]

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

E. CONSENT CALENDAR

2. **TITLE:** Student Services Educational Special Employment Agreement for 2010/2011 School Year with Rosa Lizarraga for Language Translation Services.

BACKGROUND: An agreement is needed between the District and Rosa Lizarraga, to provide language translation services, as mandated by an Individualized Education Plan (IEP) team meeting.

Services will be provided as designated in the IEP. The contract is effective from August 25, 2010 through June 30, 2011.

FISCAL IMPACT: Not-to-exceed \$700.00
Funds to be paid from Special education account,
#01.0-65000.0-57500-31200-5850-0000013.
This item has been budgeted.

ACTION RECOMMENDED: Ratify Student Services Special Employment Agreement for 2010/11 fiscal year with Rosa Lizarraga, to provide language translation services as mandated by an Individualized Education Plan (IEP) team meeting. Amount not to exceed \$700.00. Funds to be paid from Special education account, #01.0-65000.0-57500-31200-5850-0000113. This item has been budgeted.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

APPROVED BY: 

Steve Romines
Assistant Superintendent, Administrative Services

DATE OF MEETING: September 1, 2010

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 Rosa Lizarraga
Soc Sec or Tax I.D. number _____ in the Student Services Department, and

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

WITNESSETH:

THEREFORE, this agreement is made and entered into the 25th day of August, 2010, and ratified by the Board of Trustees on September 1, 2010, between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called:

Rosa Lizarraga Located at: 166 E. Mountain View Street, Long Beach, CA 90805.

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Language Translation Services

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 \$35.00 per hour.

Total Not to Exceed \$700.00.

DATE(S) OF SERVICE

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

August 25, 2010 through June 30, 2011, under the direction of the Executive Director, Student

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

This agreement may be terminated by either party with twenty (20) days written notice. This

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

01.0-65000.0-57500-31200-5850-0000113

Account Number

Rosa Lizarraga

Language Translation Services

Language Translation Services

Program

Ellyn Schneider,

Executive Director, Student Services

E. CONSENT CALENDAR

3. **TITLE:** Partnership Agreement Between the Manhattan Beach Unified School District and the School of Education at Loyola Marymount University, Teacher Education Intern Credential Program

BACKGROUND: The California Commission on Teacher Credentialing requires all approved intern teaching programs to have partnership agreements with all districts / charters where intern credentialed teachers are employed. The Manhattan Beach Unified School District would like to enter into such an agreement with the Loyola Marymount University Teacher Education Intern Credential Program in case a need should arise in the future that would require the district to hire a teacher intern. In most situations the District is able to find teachers with preliminary or clear credentials for vacancies. Occasionally, situations occur where an intern candidate is the best available teacher. Teachers in intern programs are considered to be fully credentialed teachers.

ACTION RECOMMENDED: Approve partnership agreement between the Manhattan Beach Unified School District and the School of Education at Loyola Marymount University, Teacher Education Intern Credential Program.

PREPARED BY: Kathy Hall, Director of Human Resources

DATE OF MEETING: September 1, 2010

August 5, 2010

Michael Matthews
Superintendent
Manhattan Beach Unified School District
325 South Peck Avenue
Manhattan Beach, CA 90266

Dear Mr. Matthews,

The School of Education at Loyola Marymount University has a Teacher Education Intern Credential Program [Multiple, Single Subject, and Education Specialist (mild/moderate) and BCLAD emphasis], which was approved by the California Commission on Teacher Credentialing (CTC). Our initial partners were the Lennox School District and Los Angeles Unified School District. We have since added numerous other district and charter school partners. We are excited about the opportunity for a working relationship with Manhattan Beach Unified School District.

This partnership will allow us to submit the intern credential recommendation to CTC for all the teachers you hire that are enrolled in our credential program and have met the following requirements:

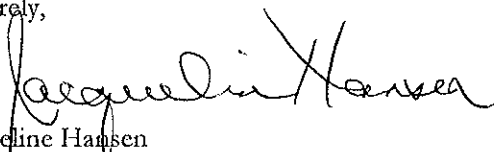
1. Bachelor's or higher degree
2. Passage of the California Basic Educational Skills Test (CBEST)
3. Completion of U.S. Constitution course or examination
4. Verification of subject-matter competency by program or examination
5. Fingerprint clearance
6. Fulltime teaching position in the area where subject matter has been met and content area of focus

This will allow your teachers to move from short term permits or practitioner status to teaching as credentialed rather than non-credentialed. In addition, **the partnership agreement is a state requirement.** We cannot recommend intern credentials without an approved agreement.

Enclosed are the following: an intern program partnership agreement, a signature form, and sample letter for the collective bargaining union for your charter (if applicable). The California Commission on Teacher Credentialing requires all approved programs to have partnership agreements with all districts/charters where intern credentialed teachers are employed. Once reviewed and approved, please return the original copy in the enclosed envelope.

For additional information, questions or concerns, I can be reached at (310) 338-7307 or jhansen@lmu.edu. We look forward to an excellent partnership with Manhattan Beach Unified School District.

Sincerely,



Jacqueline Hansen
Program Coordinator of Clinical Education

Enc

6

Loyola Marymount University
Teacher Education Intern Credential Program
[Multiple, Single Subject, and Education Specialist (mild/moderate) and BCLAD Emphasis]

Participating District Intern Agreement

Purpose: The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single Subject, and Education Specialist (mild/moderate) Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials. This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for Loyola Marymount University intern candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public school districts to meet the growing need for qualified teachers. Both the districts and the institution must certify that interns do not displace certificated employees in participating districts. It is further agreed that an intern's salary will not be reduced to pay for supervision. Loyola Marymount University stipulated that interns' services meet the instructional needs for the Multiple, Single Subject, and Education Specialist (mild/moderate) and BCLAD Emphasis teachers in the participating district.

Loyola Marymount University Responsibilities

Provide supervision, administration, and implementation of all components of the program including filing for intern credentials with the California Commission on Teacher Credentialing.

Provide organization and implementation of planning meetings, on-going instruction and support activities, and program modification as necessary.

Provide orientations, and training for on-site supporter, and principals/districts designees.

Communicate with the district's human resources director and provide an up-to-date list of Loyola Marymount University intern candidates for possible employment.

Provide advisement opportunities such as transcripts evaluation regarding participation in subject matter preparation needs, intern credentialing programs, and advanced levels of education.

Provide current research regarding instructional strategies, curriculum, classroom management, and instructional technology.

Participating District Responsibilities

Facilitate intern attendance and participation in the prescribed course of study at Loyola Marymount University.

Agree to allow the university supervisor to visit the intern in his/her classroom during the university's academic semesters.

Appoint a district level contact person to meet with the Loyola Marymount University Intern Program Director at least four times a year to coordinate and evaluate the program.

The district designee will assist the Loyola Marymount University Program Director in obtaining a letter of support from the certificated employees bargaining unit.

Assign a support teacher to each intern preferably on-site, and at the intern's grade level. If a district support person is assigned to the intern, it is agreed that no more than eight interns will be assigned to one support person.

Provide access to district resources at a level comparable to other district teachers to allow the intern to perform successfully in his or her position.

Agree to place interns in teaching positions for which they are qualified, and to give them the full range of responsibilities of full-time teachers.

Verify each intern's readiness for advancement to intern teaching responsibilities.

Appoint representatives to the Loyola Marymount University Intern Advisory Board, which meets twice a year for on-going development and evaluation of the program. Appointees should represent the following constituency groups: Current/former Loyola Marymount University Interns, Principals, On-site supporters, district level staff, bargaining unit, and Loyola Marymount University faculty.

The principal will serve as the district's evaluator of the intern, complete required documentation in a timely manner, and meet with the university supervisor a minimum of three times each year to monitor and assess the intern's progress. The principal and the university supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Associate Dean of Education and a District Level Administrator, at which time a decision will be made.


Mutual Indemnification; Limits on Liability: Each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the "Indemnified Party") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such Indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

Insurance: Both parties agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions, including liability insurance in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

**Loyola Marymount University
School of Education**

Manhattan Beach Unified School District

By: 

By: _____

Title: Associate Dean

Title: _____

Date: 07-30-10

Date: _____

Letter of Commitment and Agreement
Loyola Marymount University Intern Partnership

Manhattan Beach Unified School District agrees to participate with Loyola Marymount University in the Teacher Education Intern Credential Program [Multiple, Single Subject, and Education Specialist (mild/moderate) and BCLAD emphasis]. The district and certified bargaining unit confirms that this program will not lead to a displacement of fully certificated teachers. Intern teachers will be compensated on the regular salary scale for certificated teachers, and their salaries will not be reduced for supervision costs. The attached goals of the internship program are supported by the district and the district agrees to provide appropriate support for the intern while in the program.

Signed:

(Signature)

(Printed Name)

Title _____
District Official

Date _____

(Signature)

(Printed Name)

Bargaining Unit Representative

Date _____

LETTER OF SUPPORT
Teacher's Bargaining Unit

Attention: University Intern Program
Professional Services Division
California Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, California 95814-4213

To Members of the Professional Services Division:

As _____ of the Teachers Association of the Manhattan Beach Unified School District,
(title)

I am pleased to support the Loyola Marymount University Teacher Education Intern Credential Program [Multiple, Single Subject, and Education Specialist (mild/moderate) and BCLAD Emphasis]. This program provides an opportunity for our collaboration with the university to meet the growing need for a high quality program leading to the future credentialing of Emergency Permit (and/or Pre-interns) teachers employed by our district.

Representatives of our organization will continue their involvement in discussions on developing and evaluating Loyola Marymount University's Intern Program by participating on the Loyola Marymount University Intern Advisory Board. We fully understand that intern teachers will not displace certificated employees. The primary purpose of the intern program is to meet employment shortages of qualified certificated teachers. The goals of this collaborative effort are to expand the pool of qualified teachers prepared to meet the needs of our diverse student population, to collaborate with Loyola Marymount University in providing a teacher preparation program that links educational theory with classroom practice, and to provide effective individualized supervision and support to intern teachers as they learn.

Our district has taken an active role in educational reform through the restructuring of our schools, curriculum and operations. These efforts provide a natural base for the development of a collaborative, alternative teacher preparation program. Our outstanding teachers and administrators have much to contribute to the success of the intern program.

Sincerely,

Signature

Date

Printed Name

11.