

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

**July 21, 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 (15 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 ITEMS (0 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.

None

**D. PRESENTATION/ACTION ITEMS (5 Minutes)**

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.

- Hall 1-4** 1. Approve Declaration of Need for Fully Qualified Educators per attached document.

**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**

- Matthews** 1. Approve membership in National School Boards Association for 2010-2011, in the amount of \$4,425.00, to be charged to acct. #00000.0-00000-71500-5310.

- Matthews** 2. Approve membership in Los Angeles County School Trustees Association in the amount of \$100.00, to be charged to acct. #00000.0-00000-71500-5310.

- Seaton 5-8** 3. Ratification of the Consent to Participate/Application for Funding – English Language Acquisition Program for 2010-2011

- Seaton 9-11** 4. Participation in the Beachfront Consortium for the 2010-2011 school year.

- Seaton 12-14** 5. Approve contract with West Coast Protection LLC dba Interquest Detection Canines, from September 2010, through June 2011, in an amount not-to-exceed \$6,075.00, to be paid from a grant through Beach Cities Health District.

- Seaton 15** 6. Adoption of Mathematics Instructional Materials, Grades K-3.

- Schneider 16-17** 7. Approve Consultant Agreement between the Manhattan Beach Unified School District and Ms. Terri Arnold to be paid from General Fund, not to exceed a total of \$5,000.00, to assist with writing the application to form a Charter School.

- Schneider 18-20** 8. Approve this Student Services Consultant Agreement with Gregor Enterprises, dba Families First, to provide Educational Services from July 21, 2010 through June 30, 2011. 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.

**Hall Personnel**

9. Approve appointment of Principal, Mira Costa High School, Step 2 (\$115,477 annually), effective July 22, 2010.

10. Approve extension of existing employee insurance benefits for Janet Schwabe through school year 2011-2012, in lieu of compensation for services provided.

- 21-22** 11. Ratify Breon & Shaeffer, P.L.C. consortium membership for 2010-2011 school year in the amount of \$1,000.00 effective July 1, 2010, through June 30, 2011, to be charged to Acct. #01.0-00000.0-00000-74001-5310-0000115.

- 23-24      12.      Ratify consultant contract for Dr. Beverly Rohrer, retired superintendent, to be paid at the rate of \$100.00 per hour, not-to-exceed \$20,000.00 effective July 1, 2010, through June 30, 2011, and charged to Account # 01.0-00000.0-00000-71500-5850-0000011.
- 25-27      13.      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.
- 28-30      14.      Approve Student Teacher Partnership with Loyola Marymount University from August 1, 2010, through July 31, 2013.
- 31-33      15.      Approve job description for District Visual and Performing Arts Coordinator.
- 34-36      16.      Approve job description for Teacher on Special Assignment (TOSA) to specialize in the area of bringing the 21<sup>st</sup> century teaching and learning to our schools and classrooms.
17.      Ratify employment of classified personnel at effective dates listed:  
    Cota, Gilbert, Operations Worker, M&O, Perm., 100% time, Range 15, Step 4, effective 06/10/10 (Reinstatement after lay-off)
18.      Approve resignation/retirement, layoff of classified personnel at effective dates listed:  
    Wilhite, Lorie, Special Ed. I.A., Meadows, 81.25% time, effective 06/24/10 (Resignation)
19.      Ratify leave of absence for classified employees at effective dates as listed:  
    Adams, Michele, IBI, MBMS, (Contract Article 6), effective 06/15/10 – 06/23/10  
    Lawrence, Charlene, Office Specialist, District Office, (Contract Article 6), effective 06/24/10 – 07/13/10  
    Moreno, Gilberto, Operations Worker, MCHS, (Contract Article 6), effective 05/28/10 – 06/24/10
20.      Ratify change of status of classified personnel at effective dates listed:  
    Cooper, Timothy, Athletic Trainer, MCHS, 100% time to 75% time, effective 07/01/10
21.      Ratify employment of classified personnel to serve as substitute and/or short term/intermittent, district wide, at effective dates listed:  
    Osborn, Cortney, effective 06/17/10  
    Taing, Ngeng, effective 06/23/10  
    Vernon, Maryam, effective 06/17/10

22. Ratify employment of classified personnel for summer 2010:

Anderson, Nancie, Special Ed. I.A., Range 12, Step 3, effective 07/06/10  
Beverly, Stephanie, Special Ed. I.A., Range 12, Step 6, effective 07/12/10  
Bertozzi, Jessie, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
Biernat, Carmen, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
Camacho, Mabel, IBI, Range 17, Step 6, effective 07/06/10  
Chuntz, Edward, IBI, Range 17, Step 2, effective 07/06/10  
Corral, Arnold, Operations Worker, Range 15, Step 5, effective 06/28/10  
Danhieus, Robert, Bldg Maintenance Helper, Range 16, Step 3, eff. 06/28/10  
Delgado, Michael, Bldg Maintenance Helper, Range 16, Step 6, eff. 06/28/10  
Falco, April, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
Ferran, Colette, Health Assistant, Range 18, Step 5, effective 07/06/10  
Fox, Kevin, IBI, Range 17, Step 6, effective 07/06/10  
Germani, Michelle, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
Giovati, Isabel, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
Glunt, Mary, Operations Worker, Range 15, Step 6, effective 06/28/10  
Green, Lavon, IBI, Range 17, Step 3, effective 07/06/10  
Greenwood, Tom, Bldg Maintenance Helper, Range 16, Step 3, eff. 07/01/10  
Henry, Anthony, Bldg Maintenance Helper, Range 16, Step 6, eff. 07/01/10  
Hill, Gertrude, Operations Worker, Range 15, Step 6, effective 07/01/10  
Hill, Iwalani, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
Ikemiya, Leigh, Special Ed. I.A., Range 12, Step 1, effective 07/06/10  
Johnson, David, Special Ed. I.A., Range 12, Step 5, effective 07/06/10  
Landaverde, Amber, IBI, Range 17, Step 6, effective 07/06/10  
Latif, Rukhsana, Special Ed. I.A., Range 12, Step 6, effective 06/28/10  
LeCour, Anna, IBI, Range 17, Step 6, effective 07/06/10  
Loza, Estela, IBI, Range 17, Step 4, effective 07/06/10  
Martinez, Sylvia, Special Ed. I.A., Range 12, Step 6, effective 06/28/10

McGhee, Sandra, Special Ed. I.A., Range 12, Step 4, effective 07/06/10  
Metoyer, Adrian, IBI, Range 17, Step 4, effective 07/06/10  
Mishler, Tighe, Computer Lab Specialist, Range 24, Step 6, eff. 06/28/10  
Mora, Richard, EDP/Preschool Assistant, Range 11, Step 6, eff. 06/28/10  
Ojeda, Malisa, IBI, Range 17, Step 6, effective 07/06/10  
Pellegrino, Angie, IBI, Range 17, Step 6, effective 07/06/10  
Roy, Jan, IBI, Range 17, Step 6, effective 07/06/10  
Schollee, Wilma, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
Scotton, Martha, IBI, Range 17, Step 3, effective 07/06/10  
Silengo, Joan, Operations Worker, Range 15, Step 6, effective 06/28/10  
Stearns, Crystal, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
Stewart, Lisa, Landscape Operations Worker, Range 17, Step 6, eff. 06/28/10  
Stimac, Cynthia, IBI, Range 17, Step 6, effective 07/06/10  
Struthers, Haley, Operations Worker, Range 15, Step 6, effective 06/28/10  
Struthers, Patricia, Satellite Kitchen Operator 1, Range 8, Step 6, eff. 06/28/10  
Swader, Jodie, Special Ed. I.A., Range 12, Step 6, effective 06/28/10  
Tadros, Dena, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
True, Jennifer, IBI, Range 17, Step 4, effective 07/06/10  
Vaughan, Rebecca, Special Ed. I.A., Range 12, Step 6, effective 07/06/10  
Watkins, Heidi, IBI, Range 17, Step 6, effective 07/06/10  
Wilson, Lynn, IBI, Range 17, Step 6, effective 07/06/10

23. Accept resignation/retirement of certificated staff as follows:

Braunecker, Don (MBMS), layoff, eff. 6/24/10  
Brown, William (MCHS), resignation, eff. 6/24/10  
Camacho, Jennifer (DO), resignation, eff. 6/24/10  
Clark, Tiffany (MCHS), resignation, eff. 6/24/10  
Dispoto, Charlene (Preschool), resignation, eff. 6/24/10

Fallas-Meins, Floribeth (Preschool), resignation, eff. 6/24/10

Garona, Marissa (GV), resignation, eff. 6/24/10

Genut, Shawn (MBMS), layoff, eff. 6/24/10

Granger, Jennifer (PAC), resignation, eff. 6/24/10

Harns, Karen (PK), resignation, eff. 6/24/10

Rainey, Alison (GV), resignation, eff. 6/24/10

Rohrer, Beverly (DO), retirement, eff. 6/30/10

Ruisinger, Julie (MCHS), resignation, eff. 6/30/10

Tittle, Anne (MBMS), resignation, eff. 6/24/10

24. Approve employment of certificated summer school staff as follows:

Armstrong, Joan (EDP), Col. 4, Step 10, eff. 6/28/10

Bituin, Jennifer (Preschool), Col. 4, Step 5, eff. 6/28/10

Blakney, Clayton (Student Services), Col. 4, Step 1, eff. 6/28/10

Cole, Cathleen (Student Services), Col. 4, Step 1, eff. 6/28/10

Escoto, Sheree (Preschool), Col. 1, Step 5, eff. 6/28/10

Fedrow, Nicholas (Student Services), Col. 4, Step 1, eff. 6/28/10

Hallgrimson, Julie (Student Services), Col. 4, Step 1, eff. 6/25/10

Johnson, Matthew (Student Services), Col. 4, Step 1, eff. 6/28/10

Kaczmar, Colleen (Student Services), Col. 4, Step 1, eff. 6/25/10

Lee, Linda (Preschool), Col. 2, Step 5, eff. 6/28/10

Lister, Regina (Student Services), Col. 4, Step 1, eff. 6/28/10

Patten, Nicole (Student Services), Col. 4, Step 1, eff. 6/25/10

Smith, Lauren (Preschool), Col. 3, Step 5, eff. 6/28/10

Toomey, Holly (Student Services), Col. 4, Step 1, eff. 6/28/10

**Romines**

**Business**

25. Approve revised Signature Resolution 2010-10, to delete Dr. Beverly Rohrer and add Dr. Michael Matthews and Carolyn Seaton.

37-41

26. Ratify purchase orders to date.

- 42-44      27.      Accept Developer Fees for the month of June, 2010.
- 45-46      28.      Approve Williams Uniform Complaint Quarterly Report for the fourth quarter.
- 47-53      29.      Adopt Resolution 2010-11, Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for the Fiscal Years Ending June 30 in each of the Years 2011 through 2013, and Authorizing Execution and Delivery of Related Documents and Actions.

**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 ( 10 Minutes)**

- 1.      Approve minutes for the regular Board meeting of April 21, 2010.
- 2.      Approve minutes for the special Board meeting of April 27, 2010.
- 54-61      3.      Adopt and review NEW Board Policy and Administrative Regulation 6200, Adult Education

**H.      SUPERINTENDENT/CABINET REPORT ( 30 Minutes)**

- 1.      MCHS 60<sup>th</sup> Reunion
- 2.      June 26 Board of Education Retreat
- 3.      First Impressions of MBUSD

**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**

**July 21, 2010**

**5:30 PM**

1. Conference with District labor negotiator Steve Romines regarding MBUTA negotiations, per Government Code Section 54957.6.
2. Public Employee Appointment – High School Principal, pursuant to Government Code Section 54957.
3. Conference with Legal Counsel - Existing Litigation, pursuant to subdivision (a) of Government Code Section 54956.9. Case no. EEOC Charge No. 480-2010-00949.
4. Conference with Legal Counsel - Existing Litigation, pursuant to subdivision (a) of Government Code Section 54956.9. Case numbers 2010060757 and S-08830-09/10.



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

(Note: These dates are subject to change)

**JULY**

July 21, 2010  
Board Meeting

July 23, 2010  
District Office Closed

July 30, 2010  
District Office Closed

**AUGUST**

August 6, 2010  
District Office Closed

August 13, 2010  
District Office Closed

August 20, 2010  
District Office Closed

August 25, 2010  
Board Meeting

**SEPTEMBER**

September 1, 2010  
First Day of School

September 4, 2010, 6:30 PM  
Board Meeting

September 6, 2010  
Labor Day Holiday

September 18, 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

February 16, 2011, 6:30 PM  
Board Meeting

February 21-25, 2011  
District Recess

**D. PRESENTATION/ACTION ITEMS**

**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, 2011.

**ACTION RECOMMENDED:** Approve Declaration of Need for Fully Qualified Educators

**PREPARED BY:** Kathy Hall, Director of Human Resources

**DATE OF MEETING:** July 21, 2010



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 2010-2011
- 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 / 21/2010 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, 2011.

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

|   |  |  |
|---|--|--|
| <u>Kathryn A. Hall</u><br><i>Name</i>           | <u><i>Kathryn A. Hall</i></u><br><i>Signature</i>          | <u>Director of<br/>Human Resources</u><br><i>Title</i> |
| <u>310/303-3824</u><br><i>Fax Number</i>        | <u>310/318-7345, x5915</u><br><i>Telephone Number</i>      | <u>July 12, 2010</u><br><i>Date</i>                    |
| <u>325 So. Peck Ave.</u>                        | <u>Manhattan Beach, CA 90266</u><br><i>Mailing Address</i> |  |
| <u>khall@mbusd.org</u><br><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)*

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)

**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](http://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? 2

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.  
\_\_\_\_\_  
\_\_\_\_\_

**E. CONSENT CALENDAR**

**TITLE:** Consent to Participate/Application for Funding–  
English Language Acquisition Program for 2010-2011

**BACKGROUND:** The attached is an application to participate in the English Language Acquisition Program (ELAP) which was authorized by Assembly Bill (AB) 1116, Statutes of 1999. The funding is allocated annually, depending on availability, at approximately \$100 per each English learner in grades four through eight and is based on the 2010 Language Census (R30), submitted to the CDE last February and school enrollment from the October 2009 California Basic Educational Data System (CBEDS). The purpose of ELAP funds is to improve the English proficiency of English learners and to prepare them to meet the state’s academic content and performance standards.

Funds are to be used to supplement regular school programs that support English language acquisition for English learners in grades four through eight. Funds may be used to provide before and after school, or summer school instruction, tutors, special instructional materials, or any other supplemental activity that meets the objectives of ELAP.

**ACTION RECOMMENDED:** Ratification by the Board is requested.

**PREPARED BY:** Carolyn Seaton, Executive Director,  
Educational Services

**DATE OF MEETING:** July 21, 2010

**ENGLISH LANGUAGE ACQUISITION PROGRAM**  
**APPLICATION FOR FUNDING, FISCAL YEAR 2010-11**

**Submission Postmark Deadline: May 1, 2010**

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**Part I: Local Educational Agency Information**

Name of local educational agency (LEA) Manhattan Beach Unified School District

County/District Code 1 9 / 7 5 3 3 3

English Language Acquisition Program (ELAP) Director Name Carolyn Seaton

Title Executive Director, Educational Services

Telephone Number 3 1 0 - 3 1 8 - 7 3 4 5 x 5989

Fax Number 3 1 0 - 3 0 3 - 3 8 2 7

E-mail Address cseaton@mbusd.org

Additional Program Contact Name \_\_\_\_\_

Title \_\_\_\_\_

E-mail Address \_\_\_\_\_

Chief Fiscal Officer of the LEA Steve Romines, Ph.D.

Title Assistant Superintendent, Administrative Services

E-mail Address sromines@mbusd.org

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**Part II: Certification and Signature**

**English Language Acquisition Program Required Assurances**

Pursuant to California *Education Code (EC)* Section 404, local educational agencies (LEAs) that choose to participate must certify that they will do all of the following:

1. Conduct academic assessments of English learners (ELs) to ensure appropriate placement of those pupils. The assessments shall include:
  - (a) Initial assessment of ELs to determine their English proficiency level.

- (b) Ongoing assessment conducted at least annually to ensure accurate placement of ELs, to communicate progress, and to provide formative assessment information to refine the program. Assessment measures shall include, but are not limited to, the state Standardized Testing and Reporting (STAR) program required by *EC* Section 60640, unless a pupil is exempted by law, and the California English Language Development Test (CELDT) developed pursuant to *EC* Section 60810.
2. Provide a program for English language development (ELD) instruction to assist pupils in successfully achieving the ELD standards adopted by the State Board of Education pursuant to *EC* Section 60811. The program shall include structured immersion instruction to be provided for ELs, such as specially designed academic instruction in English and sheltered English strategies, to ensure access by ELs to the core curriculum, unless the LEA has obtained a waiver pursuant to *EC* Section 310.
  3. Provide supplemental instructional support, such as intersession, before- and after-school opportunities, or summer school, to provide ELs with continuing ELD instruction. These opportunities are to supplement the regular school program and may include, but are not limited to, newcomer centers, tutorial support, mentors, or any other program that meets the objectives of the program established pursuant to this chapter. Academic support services needed to provide these opportunities may be funded by this program.
  4. Coordinate services and funding sources available to ELs, including, but not limited to, community-based English tutoring programs established pursuant to Article 4 (commencing with Section 315) of Chapter 3 of Part 1 of the *EC*, programs for at-risk youth, after-school, intersession, and summer school programs, reading programs established pursuant to Section 53050 of the *EC*, and any available federal funds. The LEA shall also certify that it integrates adult community-based tutoring resources with the program established pursuant to this chapter.

Funding allocated pursuant to this chapter shall supplement existing resources supporting language acquisition for ELs in grades four to eight, inclusive.

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### Acceptance of Conditions

I HEREBY CERTIFY THAT I HAVE READ THE CONDITIONS CONTAINED IN THIS DOCUMENT AND AGREE TO COMPLY WITH ALL REQUIREMENTS AS A CONDITION OF FUNDING.

|   |  |
|---|--|
| Name of LEA                             | <u>Manhattan Beach Unified School District</u> |
| Signature of Superintendent or Designee | _____  |
| Printed Name                            | <u>Beverly J. Rohrer, Ed.D.</u>                |
| Title                                   | <u>Superintendent of Schools</u>               |



**ENGLISH LANGUAGE ACQUISITION PROGRAM  
APPLICATION FOR FUNDING, FISCAL YEAR 2010–11**

**Application Instructions**

**Part I: Local Educational Agency Information**

- Enter the name of the local educational agency (LEA) (school district or county office), county number (two digits), and district code (five digits).
- Enter the name, title, and contact information for the staff member at the LEA who is designated as the program director of the English Language Acquisition Program (ELAP).
- Enter the name, title, and e-mail address of an additional program contact person.
- Enter the name, title, and e-mail address of the LEA's Chief Fiscal Officer (this person may have an alternate title such as Business Manager, Assistant Superintendent of Business Services, or Chief Financial Officer).

**Part II: Certification and Signature**

As a requirement for funding, the LEA must certify that it will abide by all statutory requirements. To document this certification, the signature of the superintendent or designee must be affixed to Part II of the application.

**Mailing**

**It is the LEA's responsibility to verify that the application has been received by the Language Policy and Leadership Office.** Also, we recommend that you use certified mail and keep the receipt to document your mailing date. Late applications may not be funded.

Mail (do not fax) the application to the address below, **postmarked no later than May 1, 2010**, to:

**ELAP Application  
Language Policy and Leadership Office  
California Department of Education  
1430 N Street, Suite 4309  
Sacramento, CA 95814-5901**

For assistance with this application, please contact Pamela Lucas, Associate Governmental Program Analyst, Language Policy and Leadership Office, by phone at 916-319-0610 or by e-mail at [plucas@cde.ca.gov](mailto:plucas@cde.ca.gov).

**E. CONSENT CALENDAR**

**TITLE:** Participation in the Beachfront Consortium

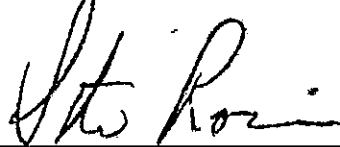
**BACKGROUND:** For the past twenty-eight years, the Manhattan Beach Unified School District has been a participant in the Beachfront Consortium. This consortium includes twelve neighboring districts. Representatives from the twelve districts are members of the Beachfront Consortium Executive Board, 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 2010-2011 school year.

**PREPARED BY:** Carolyn Seaton, Executive Director,  
Educational Services

**DATE OF MEETING:** July 21, 2010

**BUDGET APPROVED BY:**



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



# WISEBURN SCHOOL DISTRICT

Tom Johnstone, Ed.D., Superintendent

Board of Trustees

Israel Mora, President • Dennis Curtis, Clerk  
Roger Bañuelos, Member • Nelson Martinez, Member • Brian Meath, Member

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

June 15, 2010

TO: All Beachfront Consortium Executive Board Members  
FROM: Tom Johnstone, Treasurer Beachfront Consortium  
RE: Beachfront 2010-11 Agreement and Invoice for Costs

\*\*\*\*\*

Wiseburn School District has agreed to be the fiscal agent for the Beachfront Consortium for the 2010-11 school year.

The invoiced amount for the Manhattan Beach Unified School District  
is 75.00 for the 2010-11 school year.

By September 30, 2010, please have your School Board approve the 2010-11 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  
2010-11**

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

|                  |        |   |                |
|------------------|--------|---|----------------|
| Centinela Valley | 6,815  | = | 75             |
| Culver City      | 6,684  | = | 75             |
| El Segundo       | 3,278  | = | 50             |
| Hawthorne        | 9,076  | = | 100            |
| Hermosa Beach    | 1,246  | = | 25             |
| Inglewood        | 14,934 | = | 150            |
| Lawndale         | 5,842  | = | 75             |
| Lennox           | 7,607  | = | 100            |
| Manhattan Beach  | 6,603  | = | 75             |
| Palos Verdes     | 11,884 | = | 125            |
| Redondo Beach    | 8,418  | = | 100            |
| Torrance         | 24,000 | = | 250            |
| Wiseburn         | 2,404  | = | <u>25</u>      |
| <b>Total</b>     |        |   | <b>\$1,225</b> |

Table II. Proposed Budget for 2010-11 (Program # 01.0-00010.0-0000010)

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

**E. CONSENT CALENDAR**

**TITLE:** Canine Detection Services Contract 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 twenty-seven unannounced, half day visits. Eighteen of these visits will be allotted to Mira Costa High School, and nine will be provided to Manhattan Beach Middle School. The canines used for these services are trained and certified non-aggressive contraband detection canines. The contract begins in September, 2010, and concludes in June, 2011. The areas at Mira Costa High School that are 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. At Manhattan Beach Middle School, the canines will be limited to the blacktop area where students leave their backpacks during physical education class. The canines will not be used to detect contraband on (sniff) individual students or staff under any circumstances.

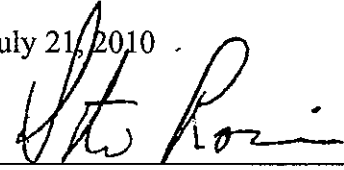
**FISCAL IMPACT:** The fee for each visit to Mira Costa High School and Manhattan Beach Middle School is \$225. The total cost of the agreement, \$6,075, is covered as part of the Beach Cities Health District Substance Abuse Prevention and Education grant to the District. There will be no impact on the District's general fund.

**ACTION RECOMMENDED:** Approval by the Board.

**PREPARED BY:** Carolyn Seaton, Executive Director, Educational Services

**DATE OF BOARD MEETING:** July 21, 2010

**BUDGET APPROVED BY:**

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

**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 2010 through June 2011.

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 in Manhattan Beach Unified Schools 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 27 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:

S. Edmonds  
Scott Edmonds  
President

By \_\_\_\_\_

DATE: 6/23/10

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

**TITLE:** Mathematics Instructional Materials Adoption, Grades K-3

**BACKGROUND:** In 2008, the Board adopted new mathematics instructional materials for Mira Costa High School as well as for Algebra I and Algebra A/B classes at Manhattan Beach Middle School. Because of information that staff was receiving about the shortfall in the California budget, it was recommended that additional mathematics instructional materials adoptions should be postponed until more information was known about the state's fiscal situation.

In the primary grades, mathematics instructional materials are consumable. Each year students are issued soft cover workbooks in which they write their answers. At the end of each school year, new materials are ordered for each primary grade student to use the following year. The Board last approved K-5 mathematics instructional materials in 2001, and publishers released their new instructional materials in 2008. Unfortunately, it has become very difficult to obtain the 2001 Saxon mathematics instructional materials for our primary students. We therefore need to adopt the newer version of Saxon to ensure that we can provide each student with a soft cover, consumable book in compliance with the Williams legislation.

Primary teachers discussed the need for new mathematics instructional materials during their May 2010 vertical grade level meetings. The majority of the K-3 teachers are highly supportive of making the switch to the newer version of Saxon because it is better aligned to the California mathematics standards and provides more ancillary materials to support a larger variety of student learning needs. The new materials being considered for adoption are as follows:

|          |                                       |                                  |
|----------|---------------------------------------|----------------------------------|
| Grade K: | <b><u>Saxon Math K California</u></b> | Houghton Mifflin Harcourt, ©2008 |
| Grade 1  | <b><u>Saxon Math K California</u></b> | Houghton Mifflin Harcourt, ©2008 |
| Grade 2  | <b><u>Saxon Math K California</u></b> | Houghton Mifflin Harcourt, ©2008 |
| Grade 3  | <b><u>Saxon Math K California</u></b> | Houghton Mifflin Harcourt, ©2008 |

Once approved by the Board, the new K-3 mathematics instructional and ancillary materials will be ordered. When the materials are delivered, they will be disseminated to the school sites so that teachers can will be able to implement them during the 2010-2011 school year.

**FISCAL IMPACT:** The cost of the Houghton Mifflin Harcourt Saxon mathematics instructional materials and associated teachers' manuals for students in grades K-3 is \$63,064.77. With 9.75% state sales tax added, the total amount necessary to purchase these materials is \$69,213.60, plus shipping. To order the 2001 version of the Saxon consumable mathematics materials (if available), the cost would be \$51,460 plus shipping. We are therefore able to obtain the 2008 version of Saxon materials for our K-3 students for a difference of approximately \$17,754.

**ACTION RECOMMENDED:** Approval is requested.

**PREPARED BY:** Carolyn Seaton, Executive Director, Educational Services

**DATE OF BOARD MEETING:** July 21, 2010

**BUDGET APPROVED BY:** \_\_\_\_\_  
Steven Romines, Ph.D., Assistant Superintendent,  
Administrative Services



E. **CONSENT CALENDAR**

**TITLE:** Student Services Educational Consultant Agreement with Terri Arnold for assistance with writing the application to form a Charter School.


**BACKGROUND:** Terri Arnold is an outstanding educational leader who retired from the Los Angeles Unified School District last summer. She most recently served as a Director for Local District Six where she was responsible for supporting several elementary schools. Prior to assuming that position, Ms. Arnold was the Administrative Coordinator for the LAUSD Charter Schools Division where she provided oversight and guidance for the charter schools under her purview. Earlier in her administrative career, Ms. Arnold served as Principal of Palisades Elementary School in the Pacific Palisades area for over sixteen years.

Ms. Arnold would assist with writing the application to form a Charter School.

**ACTION RECOMMENDED:** Approve Consultant Agreement between the Manhattan Beach Unified School District and Ms. Terri Arnold to be paid from General Fund, not to exceed a total of \$5,000.00, to assist with writing the application to form a Charter School.

**FISCAL IMPACT:** Pending Board approval, Ms. Arnold would be paid at a rate of \$50 per hour not-to-exceed \$5,000.00 from the general fund.

**PREPARED BY:** Ellyn Schneider, Executive Director, Student Services

**APPROVED BY:**   
Michael D. Matthews, Ed.D.  
Superintendent of Schools

**DATE OF MEETING:** July 21, 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 Terri Arnold, social security number 9472, 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 21<sup>st</sup> day of July, 2010, 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 **Consultant** to assist with writing the application to form a charter school.

This service does \_\_\_\_\_ does not X 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 **\$50.00 per hour, not to exceed \$5,000.00** for services rendered.

**DATES OF SERVICE**

Said person agrees to render services on the following date or dates stated below:  
July 21, 2010 through June 30, 2011

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01.0 00000.0 11100 21000 5850 0000013  
(Account Number)

\_\_\_\_\_  
Terri Arnold, Consultant

\_\_\_\_\_  
Ellyn Schneider  
Executive Director, Student Services

\_\_\_\_\_  
Steve Romines  
Assistant Superintendent,  
Administrative Services

**E. CONSENT CALENDAR**

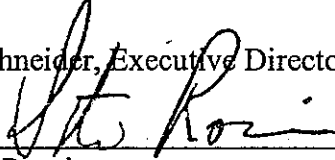
**TITLE:** Student Services Educational Consultant Agreement for 2010/2011 School Year with Gregor Enterprises, dba Families First.

**BACKGROUND:** Service agreement between the District and Gregor Enterprises, dba Families First, will be needed to provide attendance liaison services, from July 1, 2010 through June 30, 2011.

**ACTION RECOMMENDED:** Approve this Student Services Consultant Agreement with Gregor Enterprises, dba Families First, to provide Educational Services from July 21, 2010 through June 30, 2011. 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.

**FISCAL 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.

**PREPARED BY:** Ellyn Schneider, Executive Director, Student Services

**APPROVED BY:**   
\_\_\_\_\_  
Steve Romines  
Assistant Superintendent, Administrative Services

**DATE OF MEETING:** July 21, 2010

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

## **AGREEMENT**

### **FOR EDUCATIONAL CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 21st day of July, 2010, 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, 2010 and terminating June 30, 2011, 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, 2010.

**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**

**TITLE:** Annual Membership in the Breon & Shaeffer, P.L.C. Consortium

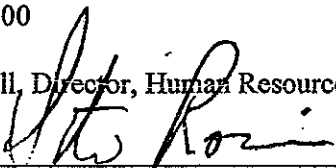
**BACKGROUND:** As a member of the Breon & Shaeffer, P.L.C. Consortium, the district is provided access to monthly legal presentations regarding current legislation related to classified and certificated personnel in the Public Education community. These meetings are attended by Kathy Hall, Director of Human Resources.

**ACTION RECOMMENDED:** Approve annual membership in the Breon & Shaeffer, P.L.C. Consortium from July 1, 2010, through June 30, 2011, in the amount of \$1,000.00 to be charged to Acct. #01.0-00000.0-00000-74001-5310-0000115.

**FISCAL IMPACT:** \$1,000.00

**PREPARED BY:** Kathy Hall, Director, Human Resources

**APPROVED BY:**

  
\_\_\_\_\_  
Steven Romines, Assistant Superintendent  
Administrative Services

**DATE OF MEETING:** June 21, 2010

**BREON & SHAEFFER, P.L.C.**

Newport Gateway - Tower II  
1990 MacArthur Boulevard, Suite 1150  
Irvine, CA 92612  
(949) 260-0900

San Francisco Office  
225 Bush Street, Suite 1600  
San Francisco, CA 94104  
(415) 439-8855

July 01, 2010

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

In Reference To: Consortium Membership  
(#00030)

|                    | <u>Amount</u>            |
|--------------------|--------------------------|
| Previous balance   | \$1,000.00               |
| <b>Balance due</b> | <u><u>\$1,000.00</u></u> |



**E. CONSENT CALENDAR**

**TITLE:** Consultant Agreement for Dr. Beverly Rohrer

**BACKGROUND:** Dr. Beverly Rohrer, retired Superintendent, will provide consulting services to the District by sharing her expertise and knowledge of the community to mentor new employees, transition with the new Superintendent and provide support to the District as needed.

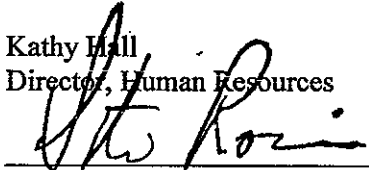
**ACTION RECOMMENDED:** Ratify consultant agreement for Dr. Beverly Rohrer, retired Superintendent, to be paid at the rate of \$100.00 per hour, not-to-exceed \$20,000.00 effective July 1, 2010, through June 30, 2011, and charged to Account # 01.0-00000.0-00000-71500-5850-0000011.

**FISCAL IMPACT:** Not to exceed \$20,000

**PREPARED BY:**

Kathy Hall  
Director, Human Resources

**APPROVED BY:**

  
Steve Romines  
Assistant Superintendent, Administrative Services

**DATE:** July 21, 2010



**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 Dr. Beverly Rohrer 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 2010, 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 **Consultant**. This service does  does not  require direct contact with students.

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**PAYMENT TO BE MADE BY THE DISTRICT**

In consideration of the services to be rendered, the District agrees to pay the sum of **\$100.00** per hour, not to exceed **\$20,000.00** for services rendered during the 2010-2011 school year.

**DATES OF SERVICE:**

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

**July 1, 2010, through June 30, 2011**

01.0-00000.0-00000-71500-5850-0000011

\_\_\_\_\_  
(Consultant, Lecturer, Etc.)

*Kathy Hall*  
\_\_\_\_\_  
Kathy Hall  
Director, Human Resources

*Steve Romines*  
\_\_\_\_\_  
Steve Romines  
Assistant Superintendent, Administrative  
Services

**E. CONSENT CALENDAR**

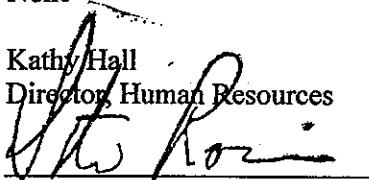
**TITLE:** Consultant Agreement for Gail Currey College Counseling LLC

**BACKGROUND:** The consultant will provide college and career counseling services at Mira Costa High School during the 2010-2011 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 in the MBEF 2010-2011 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 at the rate of \$7,650.00 per month for a not-to-exceed amount of \$76,500, for the period July 1, 2010, through June 30, 2011, and charged to Account #01.0-00000.0-00000-31101-5850-9000000.

**FISCAL IMPACT:** None

**PREPARED BY:** Kathy Hall  
Director, Human Resources

**APPROVED BY:**   
Steve Romines  
Assistant Superintendent, Administrative Services

**DATE:** July 21, 2010

THIS CONSULTING AGREEMENT (the "Agreement") is made as of June 1, 2010 by and between the Manhattan Beach Unified School District (MBUSD) and Gail Currey College Counseling LLC (Consultant).

Whereas, Dr. Rohrer asked Consultant in July, 2008 to work as a college counselor at Mira Costa High School (MCHS) and to revamp, restructure, and improve the MCHS College and Career Center (CCC) in accordance with the recommendations of the CCC Advisory Committee, of which Consultant was a member; and

Whereas, Consultant started work in August 2008 and has diligently performed the work outlined by the CCC Advisory Board, as well as having implemented additional improvements in services to both students and parents offered through the CCC; and

Whereas, Consultant has been responsible for an increase in the quality of the services offered to both students and parents through the CCC and in improving the overall reputation of the CCC; and

Whereas Consultant has greatly increased the number of colleges visiting MCHS and enhanced the reputation of MCHS students within the college admissions community;

Now, therefore, in consideration of the mutual premises herein contained, MBUSD and Consultant agree as follows:

### **SECTION 1: ENGAGEMENT**

MBUSD hereby engages Consultant to render college counseling services, including preparing and presenting student and parent presentations, maintaining the website developed by Consultant, meeting with students and parents individually as necessary, coordinating contacts with admissions representatives from colleges and universities, engaging in professional development, and other related college consulting activities as determined by agreement of the parties (the Services).

### **SECTION 2: COMPENSATION AND HOURS**

- A. In full consideration for the performance of the Services, MBUSD shall pay Consultant a fixed fee in the amount of \$76,500 payable in equal monthly installments due and payable upon receipt of an invoice from Consultant. Consultant shall also be entitled to travel expenses for work performed or conferences attended in accordance with the scope of the Services and in accordance with MBUSD policy.
- B. Consultant shall work both at Mira Costa High School and Gail Currey's home office and shall average approximately 30 hours per week. Consultant shall have flexible hours as mutually agreed upon by Consultant and MBUSD.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. Consultant agrees to perform the Services solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties.

B. Further, Consultant shall not be entitled to participate in any of MBUSD's benefits, including without limitation any health or retirement plans. Consultant shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

**SECTION 4: PROPRIETARY RIGHTS**

Other than the College and Career Center Website ([www.miracostaccc.com](http://www.miracostaccc.com)), which was created by, is the sole property of, and was copyrighted by, Consultant, Consultant acknowledges that any work product resulting from the Services shall be owned by MBUSD. Notwithstanding the forgoing, Consultant may also retain and use copies of all work product and materials generated under this Agreement for its own benefit and/or for other clients, without charge.

**SECTION 5: TERM AND TERMINATION**

A. The term of this Agreement shall commence on August 31, 2010 and shall continue until the end of the 2010 – 2011 school year.

B. This Agreement may be terminated by either party upon fifteen (15) days written notice.

This Agreement is executed as of the date written above by:

MBUSD

By  \_\_\_\_\_

Gail Currey College Counseling LLC

By  \_\_\_\_\_

Gail Currey

**E. CONSENT CALENDAR**

**TITLE:** Student Teacher Partnership with Loyola Marymount University

**BACKGROUND:** In an effort to assist in the training of highly qualified teachers the District enters into Student Teacher Partnership agreements with local universities. The District would like to renew its partnership agreement with Loyola Marymount University for the period from August 1, 2010, through July 31, 2013.

**ACTION RECOMMENDED:** Approve Student Teacher Partnership with Loyola Marymount University for the period August 1, 2010, through July 31, 2013.

**PREPARED BY:** Kathy Hall, Director of Human Resources

**DATE OF MEETING:** July 21, 2010

STUDENT TEACHING AGREEMENT  
(Practice Teaching and Demonstration Teaching)

THIS AGREEMENT is entered into the first day of August 2010 under the authority of Section 1065 of the California Education code by and between:

**LOYOLA MARYMOUNT UNIVERSITY**  
School of Education  
One LMU Drive, Suite 2600  
Los Angeles, California 90045-2659

Hereinafter called the "University," and the Manhattan Beach Unified School District therein after called the "District": The parties agree as follows:

1. The term of this agreement shall be from August 1, 2010 through July 31, 2013 unless terminated by either party on advance written notice to the other a minimum of 60 days prior to the end of the semester.
2. The District shall provide practice teaching in schools and classes of the District in terms of "semester units" for students of the University possessing valid Character Identification Clearances.

Practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University, through their duly authorized representatives, may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District; likewise for good cause, the University shall terminate the assignment of any student practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of permanent or probationary employees of the District holding valid credentials issued by the Commission on Teacher Credentialing.

The number of semester units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University.

An assignment of a student of the University to practice teach in schools or classes of the District shall be at the discretion of the University, but a student may be given more than one assignment by the University with prior approval of the District, to practice teach in such schools or classes.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for the purpose of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

3. The University shall pay the Master Teacher for performance of the services required under this agreement at the rate of \$25.00 per semester unit of practice teaching.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment for such student as though there had been no termination of the assignment, except that if such assignment is terminated before one half of the term of the assignment has elapsed, the District shall receive payment for one half of the assignment only. If a student is assigned by both the University and the District another Master Teacher, after an assignment has become effective, the payment due the Master Teachers shall be prorated to both Master Teachers based on the amount of their service.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester the Master Teacher(s) shall submit a properly executed final evaluation form for all semester units of practice teaching. After receipt of the evaluation form, the University will make payment to the Master Teacher(s) for all practice teaching provided under and in accordance with this agreement during the said semester.

It is understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District to effectively provide services pursuant to this agreement.

5. At the time the University designated a student for participation pursuant to this agreement, the University shall verify the student is covered by the Loyola Marymount University's mandatory Student Accident Insurance.
6. It is understood that, for purposes of this agreement, the student is not an employee of the University or District, regardless of the nature and extent of the acts performed by the student; that inasmuch as the student shall not be an employee of the University or the District, the University and District do not assume, and shall not assume, any liability under any law on account of any act of student while performing, receiving training, or traveling pursuant to this agreement, and that student shall not be entitled to any monetary remuneration for any services performed by student in the course of training.

**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.

IN WITNESS THEREOF, the parties hereto have executed this agreement that day and year first above written.

- University -

- District -

LOYOLA MARYMOUNT UNIVERSITY

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Elizabeth A. Stoddard, Ph.D.  
Associate Dean  
School of Education

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Michael Matthews  
Superintendent  
Manhattan Beach Unified School District

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Thomas O. Fleming, Jr.  
Senior Vice President and Chief Financial Officer  
Business Affairs

E. **CONSENT CALENDAR**

**TITLE:** District Visual and Performing Arts (VAPA) Coordinator Job Description

**BACKGROUND:** This part-time position has been funded by the Manhattan Beach Education Foundation for the 2010-2011 school year to address a need for coordination of K-12 District visual and performing arts programs. As described in detail on the job description, the District Visual and Performing Arts Coordinator will assume a number of duties including providing support to District VAPA staff, researching and communicating available staff development opportunities, arranging and facilitating meetings of VAPA staff to ensure articulation and collaboration within and among departments, determining teacher and student needs and developing solutions to address those needs, and reporting regularly to the Executive Director of Educational Services.

**FISCAL IMPACT:** None. This one-year, part-time, temporary position will be funded entirely by the Manhattan Beach Education Foundation. There will be no impact on the general fund.

**ACTION RECOMMENDED:** Approve District Visual and Performing Arts Coordinator Job Description

**PREPARED BY:** Kathy Hall, Director of Human Resources

**DATE OF MEETING:** July 21, 2010



**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
DISTRICT VISUAL AND PERFORMING ARTS COORDINATOR**

*INVESTING IN ARTS EDUCATION FOR THE BENEFIT OF ALL LEARNERS  
FUNDED BY THE MANHATTAN BEACH EDUCATION FOUNDATION*

**Description of Position:** Under the direction of the Executive Director of Educational Services and/or Superintendent, coordinates the Visual and Performing Arts program, grades K through twelve. This highly skilled arts educator will provide leadership and support to develop, organize, implement, and coordinate the District Visual and Performing Arts offerings in alignment with 21<sup>st</sup> Century learning outcomes to facilitate maximum engagement by all students.

**Essential Duties and Responsibilities:** The duties listed below are characteristic of the type and level of work assigned for this position. The District Visual and Performing Arts Coordinator may perform all or some combination of the duties listed below, as well as other related duties.

1. Plans, organizes, and schedules District art and music teachers' staff development programs, curriculum and instruction projects, and technical assistance efforts that are (a) responsive to the needs of District, schools, site administrators, and teachers and (b) reflect research, "best practices," and relevant federal and state policies, laws, and 21<sup>st</sup> Century initiatives.
2. Under the supervision of the Executive Director of Educational Services, coordinates, supervises, and schedules the District elementary visual and performing arts programs, activities, and teachers.
3. Assists the Human Resources department in selecting qualified candidates for visual and performing arts teaching positions.
4. Maintains a Master Calendar of visual and performing arts programs, exhibits and performances.
5. Interprets the District visual and performing arts programs to the Board of Trustees, administration, staff, Manhattan Beach Education Foundation, PTAs and community.
6. Work with principals and teaching staff to ensure horizontal and vertical continuity and articulation of arts programs throughout the District and across all grades.
7. Assists in the development, implementation, and evaluation of visual and performing arts curriculum and instruction.
8. Acts as the District representative for the Los Angeles County Arts For All Consortium.
9. Keeps current on trends in arts education curriculum and instruction and furnishes leadership in determining program direction and advancement to produce 21<sup>st</sup> Century outcomes for all District students.
10. Communicates clearly and effectively with other staff members, District colleagues, parents and community businesses and organizations.
11. Uses a variety of communication methods, including e-mail and web-based strategies, to support professional development and school/District projects.

12. As necessary, writes clear, well-organized letters and documents, including reports and grant proposals.
13. Responds constructively and in a timely manner to requests, questions, suggestions, and concerns from administration, staff, parents and community.
14. Under the direction of the Executive Director of Educational Services, develops and implements budget planning and expenditure control procedures including the oversight of the purchase and maintenance of District arts materials, supplies and equipment.
15. Envisions and articulates future arts education needs and identifies promising strategies and best practices for addressing those needs.
16. Acts on the basis of professional principles and generally accepted norms of professional behavior.
17. Works collaboratively with staff members and representatives from other agencies.
18. Coordinates with community groups interested in student performances and/or providing arts enrichment opportunities for students.

**Marginal Duties and Responsibilities:** Other duties as assigned.

**Supervisory Responsibilities:** None

**Qualifications:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**Knowledge of:** California Visual and Performing Arts Framework and Standards, principles, techniques, strategies, goals and objectives of public education at the elementary and secondary levels; curriculum development strategies, instructional delivery methods and program evaluation processes; evaluation techniques for determining program effectiveness, human relations techniques, and marketing capabilities to advance arts education in the community.

**Interpersonal Abilities and Skills:** Works well with others. Focuses on resolving conflict; listens to others; keeps emotions under control; remains open to others' ideas and contributes to building a positive team spirit; manages, leads, and directs the functions and activities of the District's visual and performing arts programs; and, establishes and maintains effective public and community relations.

**E. CONSENT CALENDAR**

**TITLE:** Teacher on Special Assignment for 21<sup>st</sup> Century Teaching and Learning Job Description

**BACKGROUND:** This full time, one-year, temporary position has been funded by the Manhattan Beach Education Foundation for the 2010-2011 school year to address the need for developing District curriculum, instruction, and professional development programs reflective of 21<sup>st</sup> Century educational initiatives and research. As described in detail on the job description, the Teacher on Special Assignment (TOSA) for 21<sup>st</sup> Century Teaching and Learning will assume a number of duties including planning staff development on 21<sup>st</sup> Century curriculum and instruction programs, developing and managing budgets, recruiting presenters, consultants, and technical reviewers, analyzing data and assessments, and reporting regularly to the Executive Director of Educational Services.

**FISCAL IMPACT:** None. This one-year, temporary position will be funded entirely by the Manhattan Beach Education Foundation. There will be no impact on the general fund.

**ACTION RECOMMENDED:** Approve the job description for the Teacher on Special Assignment for 21<sup>st</sup> Century Teaching and Learning position.

**PREPARED BY:** Kathy Hall, Director of Human Resources

**DATE OF MEETING:** July 21, 2010

## **MANHATTAN BEACH UNIFIED SCHOOL DISTRICT TEACHER ON SPECIAL ASSIGNMENT (TOSA)**

*BRINGING 21 CENTURY TEACHING AND LEARNING TO OUR SCHOOLS AND CLASSROOMS  
FUNDED BY THE MANHATTAN BEACH EDUCATION FOUNDATION*

**Description of Position:** Under the direction of the Executive Director of Educational Services and/or Superintendent, to support both the site-based and District instructional/educational program needs of students and staff. This highly skilled teacher will provide instructional leadership and support, teacher training, and/or curriculum development directed toward advancing 21<sup>st</sup> Century standards, assessments, curriculum, instruction, professional development, and learning environments aligned to produce 21<sup>st</sup> Century outcomes for all District students.

**Essential Duties and Responsibilities:** The duties listed below are characteristic of the type and level of work assigned for this position. A TOSA may perform all or some combination of the duties listed below, as well as other related duties.

### **Planning and Preparation:**

1. Plans, organizes, and schedules staff development programs, curriculum and instruction projects, and technical assistance efforts that are (a) responsive to the needs of District, schools, site administrators, and teachers and (b) reflect research, "best practices," and relevant federal and state policies, laws, and 21<sup>st</sup> Century initiatives.
2. Drafts program proposals and plans, and related budgets or cost analyses, for review by the Executive Director of Educational Services and /or the other District and site administrators.

### **Implementation:**

3. Manages professional development and school curriculum and instruction practices and services including monitoring and adjusting services, as needed.
4. Develops and manages department budgets, with support from the Executive Director of Educational Services and the Assistant Superintendent, Administrative Services and/or designee(s).
5. Recruits appropriate presenters, consultants, technical reviewers, and/or product developers and works with the Executive Director of Educational Services to manage independent services and extra duty contracts.
6. With the assistance of the Department's support staff, creates effective flyers, brochures and related program materials and means of communication.

### **Data Analysis:**

7. Analyzes and uses assessment data to identify program needs and to evaluate, improve, and report on program effectiveness.
8. Uses knowledge of state standards and standards-based assessments, scoring, and reporting methods to assist in the design of staff development and site curriculum and instruction programs.

9. As appropriate, organizes, analyzes, and interprets assessment data to support student instruction and learning.

**Communication:**

10. Communicates clearly and effectively with other staff members, school District colleagues, and parents.
11. Uses a variety of communication methods, including e-mail and web-based strategies, to support professional development and site/District projects.
12. Writes clear, well-organized documents, including reports and proposals.
13. Responds constructively and in a timely manner to requests, questions, suggestions, and concerns from administration, staff, parents and community.

**Professional Leadership and Conduct:**

14. Provides leadership and support to the schools and District in developing and implementing curriculum and instruction, professional development, and technical assistance projects to produce 21<sup>st</sup> Century outcomes for all District students.
15. Assists the Executive Director of Educational Services in carrying out her/his leadership role.
16. Envisions and articulates future program needs and identifies promising strategies and best practices for addressing those needs.
17. Acts on the basis of professional principles and generally accepted norms of professional behavior.
18. Works collaboratively with staff members and representatives from other agencies.

**Marginal Duties and Responsibilities:** Other duties as assigned.

**Supervisory Responsibilities:** None

**Qualifications:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**Education and/or Experience:** Minimum of 3 years successful classroom teaching experience and a minimum of 1 year of successful experience in coordinating a professional development or curriculum/school improvement project(s). Master's degree in education or related field desired.

**Interpersonal Skills:** Works well with others. Focuses on resolving conflict; maintains confidentiality; listens to others; keeps emotions under control; remains open to others' ideas and contributes to building a positive team spirit.

E. **CONSENT CALENDAR**

**TITLE:** 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 MEETING:** July 21, 2010

AGENDA NOTE    AGENDA NOTE    AGENDA NOTE

**Mannattan Beach Unified School District - Business Services Division**

Board List Purchase Orders Report

Purchase Orders/Buyouts To The Board for Ratification From: May 8th to July 8, 2010  
 Purchase Orders/Buyouts in Excess of \$100.00 To Be Ratified  
 District - 75333 Manhattan Beach USD

| PO Issue | Date      | PO #      | Change Order | Vendor Name                          | Description                   | Department/Site             | Fund | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | PO Amount      |
|----------|-----------|-----------|--------------|--------------------------------------|-------------------------------|-----------------------------|------|---------|-------|-------|------|---------|----------------|
| 1        | 1-Jul-10  | 16222-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Prop 20 Lottery, Grand View | 01.0 | 63000.0 | 11101 | 10000 | 4350 | 1000000 | 8,040.00       |
| 2        | 1-Jul-10  | 16361-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Prop 20 Lottery, Grand View | 01.0 | 63000.0 | 11101 | 10000 | 4350 | 1000000 | 1,408.00       |
| 3        | 1-Jul-10  | 16363-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Prop 20 Lottery, Meadows    | 01.0 | 63000.0 | 11101 | 10000 | 4350 | 2000000 | 7,700.00       |
| 4        | 1-Jul-10  | 16642-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Undistributed               | 01.0 | 63000.0 | 00000 | 72000 | 4350 | 0000000 | 6,040.00       |
| 5        | 1-Jul-10  | 16643-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Prop 20 Lottery, Pennekamp  | 01.0 | 63000.0 | 11101 | 10000 | 4350 | 4000000 | 6,040.00       |
| 6        | 1-Jul-10  | 16741-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Undistributed               | 01.0 | 00000.0 | 00000 | 72000 | 4350 | 0000000 | 1,308.00       |
| 7        | 1-Jul-10  | 16743-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Prop 20 Lottery, Mira Costa | 01.0 | 63000.0 | 11103 | 10000 | 4350 | 9000000 | 300.00         |
| 8        | 1-Jul-10  | 16745-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Business Office             | 01.0 | 00000.0 | 00000 | 73000 | 4350 | 0000114 | 3,820.00       |
| 9        | 1-Jul-10  | 16747-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Prop 20 Lottery, Mira Costa | 01.0 | 63000.0 | 11103 | 10000 | 4350 | 9000000 | 1,124.00       |
| 10       | 1-Jul-10  | 16749-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Maintenance Yard            | 01.0 | 81500.0 | 00000 | 81100 | 4350 | 0000117 | 193.20         |
| 11       | 1-Jul-10  | 16795-2   |              | Canon Business                       | PRINTING SUPP/EQUIP           | Prop 20 Lottery, Grand View | 01.0 | 63000.0 | 11101 | 10000 | 4350 | 1000000 | 2,676.20       |
| 12       | 1-Jul-10  | T10-174-1 |              | Canon Business Solutions             | PRINTING SUPP/EQUIP           | Educational Services        | 01.0 | 00000.0 | 00000 | 21100 | 4350 | 0000112 | 1,068.00       |
| 13       | 1-Jul-10  | 13226-5   |              | Mail Finance                         | EQUIPMENT RENTAL/LEASE        | Business Office             | 01.0 | 00000.0 | 00000 | 73000 | 4415 | 0000114 | 2,989.59       |
| 14       | 7-Jul-10  | 17511-1   |              | School Dude                          | SOFTWARE                      | Information Technology      | 01.0 | 11000.0 | 00000 | 24200 | 4340 | 0000116 | 3,145.50       |
| 15       | 19-May-10 | 8420-6    |              | U.S. Bank                            | FINANCIAL SERVICES            | Undistributed               | 01.0 | 00000.0 | 00000 | 72000 | 5890 | 0000000 | 2,250.00       |
| 16       | 24-May-10 | 14733-3   |              | Xerox                                | OFFICE MACHINES SUPP/SERVICES | Business Office             | 01.0 | 00000.0 | 00000 | 73000 | 4350 | 0000114 | 492.24         |
| 17       | 7-Jul-10  | 14771-3   |              | Xerox Capital Services, LLC          | PRINTING SUPP/EQUIP           | Prop 20 Lottery, MBMS       | 01.0 | 63000.0 | 11102 | 10000 | 4350 | 8000000 | 250.00         |
| 18       | 7-Jul-10  | 14771-3   |              | Xerox Capital Services, LLC          | PRINTING SUPP/EQUIP           | MBMS, district-level        | 01.0 | 00000.0 | 11102 | 10000 | 4415 | 8000000 | 362.40         |
| 19       | 7-Jul-10  | 14771-3   |              | Xerox Capital Services, LLC          | PRINTING SUPP/EQUIP           | Prop 20 Lottery, Pacific    | 01.0 | 63000.0 | 11101 | 10000 | 4350 | 3000000 | 400.00 inc.    |
| 20       | 14-Jul-09 | 14995-2   | 1            | Xerox Capital Services, LLC          | PRINTING SUPP/EQUIP           | Prop 20 Lottery, Robinson   | 01.0 | 63000.0 | 11101 | 10000 | 4350 | 5000000 | 5,665.00       |
| 21       | 7-Jul-10  | 15666-2   |              | Xerox Capital Services, LLC          | PRINTING SUPP/EQUIP           | Robinson, district-level    | 01.0 | 00000.0 | 11101 | 10000 | 4415 | 5000000 | 11,498.16      |
| 22       | 7-Jul-10  | 15666-2   |              | Xerox Capital Services, LLC          | PRINTING SUPP/EQUIP           | Robinson, district-level    | 01.0 | 00000.0 | 11101 | 10000 | 4415 | 5000000 | 66,770.29      |
| 23       | 8-Jul-10  | 18620     |              | 3 S Corp                             | OFFICE SUPPLIES               | Undistributed               | 01.0 | 00000.0 | 00000 | 72000 | 4350 | 0000000 | 4,000.00       |
| 24       | 8-Jul-10  | T11-200   |              | BI Pro Computers                     | COMPUTER SUPP/EQUIP           | Information Technology      | 01.0 | 11000.0 | 00000 | 24200 | 4310 | 0000116 | 10,000.00      |
| 25       | 8-Jul-10  | 18613     |              | Lamination Depot.Com                 | OFFICE MACHINES SUPP/SERVICES | Pennekamp, PTA              | 01.0 | 90240.0 | 11101 | 10000 | 4310 | 4000400 | 500.00         |
| 26       | 8-Jul-10  | 18613     |              | Lamination Depot.Com                 | OFFICE MACHINES SUPP/SERVICES | Pennekamp, PTA              | 01.0 | 90240.0 | 11101 | 10000 | 4310 | 4000400 | 500.00         |
| 27       | 8-Jul-10  | 18611     |              | Office Depot                         | INSTRUCTIONAL SUPPLIES        | Pennekamp, PTA              | 01.0 | 90240.0 | 11101 | 10000 | 4310 | 4000400 | 2,000.00       |
| 28       | 8-Jul-10  | 18617     |              | Riso                                 | OFFICE MACHINES SUPP/SERVICES | Pennekamp, PTA              | 01.0 | 90240.0 | 11101 | 10000 | 4310 | 4000400 | 1,500.00       |
| 29       | 7-Jul-10  | 18610     |              | School Specialty Company             | INSTRUCTIONAL SUPPLIES        | Meadows, PTA                | 01.0 | 90220.0 | 11101 | 10000 | 4310 | 2000400 | 4,500.00       |
| 30       | 8-Jul-10  | 18618     |              | School Specialty Company             | INSTRUCTIONAL SUPPLIES        | Pennekamp, PTA              | 01.0 | 90240.0 | 11101 | 10000 | 4310 | 4000400 | 2,000.00       |
| 31       | 8-Jul-10  | 18616     |              | Sparklets                            | INSTRUCTIONAL SUPPLIES        | Pennekamp, PTA              | 01.0 | 90240.0 | 00000 | 27000 | 4350 | 4000400 | 450.00         |
| 32       | 14-Jul-09 | 17681     | 2            | Unisource Maintenance Supply Systems | CLEANING SUPP/EQUIP           | Maintenance Yard            | 01.0 | 00000.0 | 00000 | 82000 | 4370 | 0000117 | 24,950.00      |
| 33       | 14-Jul-09 | 17681     | 2            | Home Depot                           | HARDWARE SUPPLIES             | Maintenance Yard            | 01.0 | 81500.0 | 00000 | 81100 | 4380 | 0000117 | 20,000.00 inc. |
| 34       | 21-Aug-09 | 17652     | 1            | M.K. Metal Company                   | METAL FABRICATORS             | Maintenance Yard            | 01.0 | 81500.0 | 00000 | 81100 | 4380 | 0000117 | 5,500.00 inc.  |
| 35       | 17-Aug-09 | 17670     | 1            | Smarden Supply                       | PLUMBING SUPP/SYSTEM          | Maintenance Yard            | 01.0 | 81500.0 | 00000 | 81100 | 4380 | 0000117 | 250.00 inc.    |
| 36       | 21-Jun-10 | 1372      |              | Mary Lynn McIver                     | Afterschool Enrichment        | Robinson, PTA               | 01.0 | 90255.0 | 11101 | 10000 | 5890 | 5000400 | 2,160.00       |
| 37       | 28-Jan-10 | 18164     | 1            | Pacific Coachways                    | BUSES                         | Meadows, PTA                | 01.0 | 90220.0 | 11101 | 10000 | 5812 | 2000400 | (947.50) dec.  |
| 38       | 24-Jun-10 | 18306     |              | School Services of California Inc.   | CONFERENCE AND TRAVEL         | Superintendent/Board        | 01.0 | 00000.0 | 00000 | 71100 | 5220 | 0000011 | 250.01         |
| 39       | 24-Jun-10 | 18306     |              | School Services of California Inc.   | CONFERENCE AND TRAVEL         | Business Office             | 01.0 | 00000.0 | 00000 | 73000 | 5220 | 0000114 | 124.99         |
| 40       | 10-May-10 | 18319     |              | Deborah Delamarter                   | Afterschool Enrichment        | Meadows, PTA                | 01.0 | 90225.0 | 11101 | 10000 | 5890 | 2000400 | 1,057.50       |
| 41       | 10-May-10 | 18320     |              | Naviance                             | SUBSCRIBITIONS                | Mira Costa, discretionary   | 01.0 | 00000.0 | 00000 | 27000 | 4340 | 9000100 | 2,344.00       |
| 42       | 20-May-10 | 18321     |              | All American Trophy                  | AWARDS/CERTIFICATES           | Educational Services        | 01.0 | 00000.0 | 00000 | 21100 | 4350 | 0000112 | 397.30         |
| 43       | 10-May-10 | 18322     |              | Hugo Haezaert                        | Afterschool Enrichment        | Pennekamp, PTA              | 01.0 | 90245.0 | 11101 | 10000 | 5890 | 4000400 | 810.00         |
| 44       | 12-May-10 | 18325     |              | Dulce Capadocia                      | Afterschool Enrichment        | Grand View, PTA             | 01.0 | 90215.0 | 11101 | 10000 | 5890 | 1000400 | 1,350.00       |
| 45       | 12-May-10 | 18326     |              | Deborah Delamarter                   | Afterschool Enrichment        | Grand View, PTA             | 01.0 | 90215.0 | 11101 | 10000 | 5890 | 1000400 | 922.50         |
| 46       | 12-May-10 | 18327     |              | Hugo Haezaert                        | Afterschool Enrichment        | Grand View, PTA             | 01.0 | 90215.0 | 11101 | 10000 | 5890 | 1000400 | 225.00         |
| 47       | 13-May-10 | 18328     |              | Fresh Brothers Pizza                 | CATERING SERVICES             | Medical Advisory Board      | 01.0 | 90405.0 | 00000 | 31400 | 4310 | 0000113 | 152.77         |
| 48       | 20-May-10 | 18329     |              | Sara Kersey                          | CONTRACTED SERVICES           | American Martyrs            | 01.0 | 40350.0 | 11100 | 10000 | 5220 | 0000081 | 1,300.00       |

Manhattan Beach Unified School District - Business Services Division

| PO # | Change Order # | Date      | Vendor Name                         | Description                   | Department/Site          | Fund | Res.Prj | Goal  | Funct | OBJ  | Schl/Loc | PO Amount  |
|------|----------------|-----------|-------------------------------------|-------------------------------|--------------------------|------|---------|-------|-------|------|----------|------------|
| 51   |                | 20-May-10 | Copy Shop, The                      | PRINTING SERVICES             | Educational Services     | 01.0 | 00000.0 | 00000 | 21100 | 4350 | 0000112  | 175.60     |
| 52   |                | 14-May-10 | Belnick, Inc                        | FURNITURE, SCHOOL             | Maintenance Yard         | 01.0 | 00000.0 | 00000 | 82000 | 4370 | 0000117  | 325.58     |
| 53   |                | 14-May-10 | Deborah Delamarter                  | Afterschool Enrichment        | Robinson, PTA            | 01.0 | 90255.0 | 11101 | 10000 | 5890 | 5000400  | 1,215.00   |
| 54   |                | 14-May-10 | Jon Fowler                          | Afterschool Enrichment        | Robinson, PTA            | 01.0 | 90255.0 | 11101 | 10000 | 5890 | 5000400  | 216.50     |
| 55   |                | 17-May-10 | California Western Visuals          | COMPUTER SUPP/EQUIP           | Chevron Grant            | 01.0 | 90407.0 | 13400 | 10000 | 4400 | 0000112  | 7,359.22   |
| 56   |                | 17-May-10 | California Western Visuals          | COMPUTER SUPP/EQUIP           | Chevron Grant            | 01.0 | 90407.0 | 13400 | 10000 | 4400 | 0000112  | 919.90     |
| 57   |                | 20-May-10 | ACSA                                | MEMBERSHIPS                   | Business Office          | 01.0 | 00000.0 | 00000 | 73000 | 5310 | 0000114  | 1,305.00   |
| 58   |                | 20-May-10 | Aardvark Clay & Supplies            | INSTRUCTIONAL SUPPLIES        | Mira Costa,discretionary | 01.0 | 00000.0 | 17153 | 10000 | 4310 | 9000100  | 737.07     |
| 59   |                | 20-May-10 | E & H Trophy                        | AWARDS/CERTIFICATES           | Superintendent/Board     | 01.0 | 00000.0 | 00000 | 71500 | 4350 | 0000011  | 186.03     |
| 60   |                | 21-May-10 | Canon Business                      | OFFICE MACHINES SUPP/SERVICES | Undistributed            | 01.0 | 00000.0 | 00000 | 72000 | 4950 | 0000000  | 609.11     |
| 61   |                | 4-Jun-10  | Paradise Awards                     | AWARDS/CERTIFICATES           | Human Resources          | 01.0 | 00000.0 | 00000 | 74001 | 5830 | 0000115  | 423.64     |
| 62   |                | 26-May-10 | Pearson Education                   | INSTRUCTIONAL SUPPLIES        | Music Donations          | 01.0 | 90401.0 | 17201 | 10000 | 4310 | 0000112  | 162.92     |
| 63   |                | 28-May-10 | Dulce Capadocia                     | Afterschool Enrichment        | Pennekamp, PTA           | 01.0 | 90245.0 | 11101 | 10000 | 5890 | 4000400  | 1,575.00   |
| 64   |                | 2-Jun-10  | Canon Business                      | OFFICE MACHINES SUPP/SERVICES | Pennekamp,Donations      | 01.0 | 90440.0 | 11101 | 10000 | 4310 | 4000400  | 224.55     |
| 65   |                | 4-Jun-10  | Craigslit                           | ADVERTISING                   | Human Resources          | 01.0 | 00000.0 | 00000 | 74002 | 5830 | 0000115  | 675.00     |
| 66   |                | 4-Jun-10  | UC Irvine                           | INSTRUCTIONAL SUPPLIES        | Title II                 | 01.0 | 40350.0 | 11100 | 10000 | 5890 | 0000112  | 125.00     |
| 67   |                | 8-Jun-10  | ACSA                                | MEMBERSHIPS                   | Human Resources          | 01.0 | 00000.0 | 00000 | 74001 | 5310 | 0000115  | 440.00     |
| 68   |                | 9-Jun-10  | Beach Reporter, The                 | ADVERTISING                   | Human Resources          | 01.0 | 00000.0 | 00000 | 74002 | 5830 | 0000115  | 307.30     |
| 69   |                | 1-Jul-10  | Paradise Awards                     | AWARDS/CERTIFICATES           | Human Resources          | 01.0 | 00000.0 | 00000 | 74001 | 4350 | 0000115  | 477.86     |
| 70   |                | 1-Jul-10  | Paradise Awards                     | AWARDS/CERTIFICATES           | Human Resources          | 01.0 | 00000.0 | 00000 | 74002 | 4350 | 0000115  | 107.54     |
| 71   |                | 11-Jun-10 | Hugo Heezaert                       | Afterschool Enrichment        | Pennekamp, PTA           | 01.0 | 90245.0 | 11101 | 10000 | 5890 | 4000400  | 900.00     |
| 72   |                | 17-Jun-10 | Organic Compounds                   | MAINTENANCE SUPP/EQUIP        | Maintenance Yard         | 01.0 | 81500.0 | 00000 | 81100 | 4400 | 0000117  | 15,888.84  |
| 73   |                | 14-Jun-10 | Dulce Capadocia                     | Afterschool Enrichment        | Pacific, PTA             | 01.0 | 90235.0 | 11101 | 10000 | 5890 | 3000400  | 1,125.00   |
| 74   |                | 23-Jun-10 | SRA/McGraw Hill                     | INSTRUCTIONAL SUPPLIES        | IMFRP, K-5               | 01.0 | 07156.0 | 11101 | 10000 | 4110 | 0000051  | 4,169.27   |
| 75   |                | 23-Jun-10 | Evalumetrics, Inc.                  | TESTING LABORATORIES          | Educational Services     | 01.0 | 98172.0 | 17202 | 10000 | 4310 | 0000112  | 598.85     |
| 76   |                | 15-Jun-10 | Arthur Vanick                       | MISCELLANEOUS                 | MBMS Vocal Music         | 01.0 | 00000.0 | 00000 | 71100 | 4350 | 0000011  | 181.09     |
| 77   |                | 17-Jun-10 | E & H Trophy                        | Afterschool Enrichment        | Superintendent/Board     | 01.0 | 00000.0 | 00000 | 71100 | 4350 | 0000011  | 225.00     |
| 78   |                | 17-Jun-10 | Dulce Capadocia                     | Afterschool Enrichment        | Pennekamp, PTA           | 01.0 | 90245.0 | 11101 | 10000 | 5890 | 4000400  | 2,565.00   |
| 79   |                | 17-Jun-10 | Deborah Delamarter                  | Afterschool Enrichment        | Grand View, PTA          | 01.0 | 90215.0 | 11101 | 10000 | 5890 | 1000400  | 4,996.25   |
| 80   |                | 23-Jun-10 | Frier Tux Uniforms                  | UNIFORMS                      | MBMS Instrumental Music  | 01.0 | 98175.0 | 17252 | 10000 | 4310 | 8000400  | 329.25     |
| 81   |                | 23-Jun-10 | MBUSD - Cafeteria Account           | CATERING SERVICES             | Business Office          | 01.0 | 00000.0 | 00000 | 73000 | 4350 | 0000114  | 383.89     |
| 82   |                | 23-Jun-10 | MBUSD - Cafeteria Account           | CATERING SERVICES             | Superintendent/Board     | 01.0 | 00000.0 | 00000 | 71100 | 4350 | 0000011  | 13.22      |
| 83   |                | 23-Jun-10 | MBUSD - Cafeteria Account           | CATERING SERVICES             | Human Resources          | 01.0 | 00000.0 | 00000 | 74001 | 4350 | 0000115  | 500.00     |
| 84   |                | 28-Jun-10 | Cecl Snyder Plano Service           | MUSICAL INSTRUMENTS/SUPP      | MBMS,Donations           | 01.0 | 98172.0 | 17202 | 10000 | 5830 | 8000400  | 630.00     |
| 85   |                | 28-Jun-10 | Hugo Heezaert                       | Afterschool Enrichment        | Pennekamp,Donations      | 01.0 | 90245.0 | 11101 | 10000 | 5890 | 4000400  | 720.00     |
| 86   |                | 28-Jun-10 | Deborah Delamarter                  | Afterschool Enrichment        | Meadows,Donations        | 01.0 | 90225.0 | 11101 | 10000 | 5890 | 2000400  | 135.00     |
| 87   |                | 7-Jul-10  | Deborah Delamarter                  | Afterschool Enrichment        | Pennekamp, PTA           | 01.0 | 90245.0 | 11101 | 10000 | 5890 | 4000400  | 1,305.00   |
| 88   |                | 8-Jul-10  | Thyssen Krupp                       | ELEVATORS, MAINTENANCE        | Maintenance Yard         | 01.0 | 81500.0 | 00000 | 81100 | 5830 | 0000117  | 1,056.00   |
| 89   |                | 8-Jul-10  | Manhattan Beach Chamber of Commerce | MEMBERSHIPS                   | Superintendent/Board     | 01.0 | 00000.0 | 00000 | 71500 | 5310 | 0000011  | 135.00     |
| 90   |                | 8-Jul-10  | CSBA C/O Westamerica Bank           | MEMBERSHIPS                   | Superintendent/Board     | 01.0 | 00000.0 | 00000 | 71100 | 5310 | 0000011  | 11,238.00  |
| 91   |                | 8-Jul-10  | CSBA C/O Westamerica Bank           | MEMBERSHIPS                   | Superintendent/Board     | 01.0 | 00000.0 | 00000 | 71100 | 4340 | 0000011  | 5,350.00   |
| 92   |                | 8-Jul-10  | S&S Worldwide, Inc.                 | SOFTWARE                      | Superintendent/Board     | 01.0 | 00000.0 | 00000 | 71100 | 4340 | 0000011  | 941.94     |
| 93   |                | 8-Jul-10  | Naviance                            | INSTRUCTIONAL SUPPLIES        | Meadows, PTA             | 01.0 | 90220.0 | 11101 | 10000 | 4310 | 2000400  | 1,185.00   |
| 94   |                | 20-May-10 | Electro Medical Instrumentation     | MEDICAL & LAB SUPP/EQUIP      | Mira Costa,Donations     | 01.0 | 90200.0 | 00000 | 24200 | 4340 | 9000400  | 225.00     |
| 95   |                | 20-May-10 | Fedtel                              | TELEPHONE SUPP/EQUIP/SYSTEM   | Student Services         | 01.0 | 00000.0 | 00000 | 31400 | 5630 | 0000113  | 423.05     |
| 96   |                | 20-May-10 | Zoho Corporation                    | SOFTWARE                      | Information Technology   | 01.0 | 11000.0 | 00000 | 24200 | 5630 | 0000116  | 1,495.00   |
| 97   |                | 4-Jun-10  | California Western Visuals          | INSTRUCTIONAL SUPPLIES        | Information Technology   | 01.0 | 11090.0 | 00000 | 24200 | 4340 | 0000116  | 11,808.61  |
| 98   |                | 29-Jun-10 | CDW-G                               | OFFICE MACHINES SUPP/SERVICES | Pacific, PTA             | 01.0 | 90235.0 | 00000 | 24200 | 4400 | 3000400  | 724.12     |
| 99   |                | 29-Jun-10 | Fentek Industries, Inc.             | INSTRUCTIONAL SUPPLIES        | Undistributed            | 01.0 | 00000.0 | 00000 | 00000 | 9320 | 0000000  | 244,782.96 |
| 100  |                |           |                                     |                               |                          |      |         |       |       |      |          |            |
| 101  |                |           |                                     |                               |                          |      |         |       |       |      |          |            |
| 102  |                |           |                                     |                               |                          |      |         |       |       |      |          |            |
| 103  |                |           |                                     |                               |                          |      |         |       |       |      |          |            |



**Manhattan Beach Unified School District - Business Services Division**

| PO Issue Date | PO #   | Change Order # | Date      | Vendor Name                            | Description                    | Department/Unit             | Fund | Res.Prj | Goal  | Func  | OBJ  | Sch/Loc   | PO Amount        |
|---------------|--|----------------|-----------|--|--------------------------------|-----------------------------|------|---------|-------|-------|------|-----------|------------------|
| 104           | 24-May-10 S10-164  |                | 24-May-10 | Therapy Shop                           | INSTRUCTIONAL SUPPLIES         | ARRA, IDEA Local Assistance | 01.0 | 33130.0 | 57700 | 11300 | 4310 | 0000113   | 359.13           |
| 105           | 26-May-10 S10-165  |                | 26-May-10 | Southpaw Enterprises                   | INSTRUCTIONAL SUPPLIES         | ARRA, IDEA Local Assistance | 01.0 | 33130.0 | 57500 | 11300 | 4310 | 0000113   | 983.81           |
| 106           | 10-Jun-10 S10-166  | 1              | 10-Jun-10 | Cambium Learning Voyager               | INSTRUCTIONAL SUPPLIES         | ARRA, IDEA Local Assistance | 01.0 | 33130.0 | 57500 | 11100 | 4310 | 0000113   | 14,110.96        |
| 107           | 13-Jan-10 T10-162A   |                | 28-May-10 | PC Mail / Mac Mail                     | SOFTWARE                       | Student Services            | 01.0 | 65000.0 | 57500 | 11300 | 4340 | 0000113   | (192.10) dec.    |
| 108           | 7-Jul-10 S10-C2201   |                | 7-Jul-10  | Elaine C Sample                        | CONSULTANTS                    | Student Services            | 01.0 | 65000.0 | 57500 | 31200 | 5850 | 0000113   | 1,300.00         |
| 109           | 7-Jul-10 S10-T01405  |                | 7-Jul-10  | West Shield                            | TRANSPORTATION SUPP/EQUIP/SERV | Student Services            | 01.0 | 65000.0 | 57500 | 11300 | 5890 | 0000113   | 2,815.04         |
| 110           | 1-Jul-10 16743-2   |                | 1-Jul-10  | Canon Business                         | PRINTING SUPP/EQUIP            | Mira Costa,district-level   | 01.0 | 65000.0 | 57500 | 11100 | 4350 | 9000000   | 405.72           |
| 111           | 1-Jul-10 16753-2   |                | 1-Jul-10  | Canon Business                         | PRINTING SUPP/EQUIP            | Student Services            | 01.0 | 65000.0 | 50010 | 31100 | 4350 | 0000113   | 906.24           |
| 112           | Individual Services Agreements (purchase orders to cover board approved contracts) |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 113           | 18-Dec-09 S10-C0601  | 1              | 7-Jul-10  | Heather Clare                          | Occupational Therapy           | Student Services            | 01.0 | 65000.0 | 57500 | 11905 | 5850 | subtotal/ | 20,827.27        |
| 114           | 21-Sep-09 S10-C1501A   | 1              | 21-Jun-10 | Amy Jamba                              | CONSULTANTS                    | Student Services            | 01.0 | 65000.0 | 57500 | 21000 | 5850 | 0000113   | (1,300.00) dec.  |
| 115           | 27-Apr-10 S10-C2001  | 1              | 21-Jun-10 | Ajang Pam, Ph.D.                       | CONSULTANTS                    | Student Services            | 01.0 | 65000.0 | 57500 | 31200 | 5850 | 0000113   | (4,250.00) dec.  |
| 116           | 23-Jul-09 S10-C2401  | 1              | 21-Jun-10 | Robin Shipley                          | CONTRACTED SERVICES            | Student Services            | 01.0 | 65000.0 | 57500 | 21000 | 5850 | 0000113   | 350.00 inc.      |
| 117           | 24-Oct-09 S10-M00301   | 4              | 3-Jun-10  | Beach Clites Learning Center           | NONPUBLIC SCHOOLS SERVICE      | District-level,9-12         | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000053   | 3,900.00 inc.    |
| 118           | 24-Oct-09 S10-M00303   | 3              | 3-Jun-10  | Beach Clites Learning Center           | NONPUBLIC SCHOOLS SERVICE      | District-level,9-12         | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000053   | (26,515.00) dec. |
| 119           | 22-Dec-09 S10-M00304   | 1              | 3-Jun-10  | Beach Clites Learning Center           | NONPUBLIC SCHOOLS SERVICE      | District-level,6-8          | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000052   | (390.00) dec.    |
| 120           | 22-Dec-09 S10-M00307   | 1              | 3-Jun-10  | Beach Clites Learning Center           | NONPUBLIC SCHOOLS SERVICE      | District-level,9-12         | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000052   | 18,650.00        |
| 121           | 5-Apr-10 S10-M00308  | 1              | 3-Jun-10  | Beach Clites Learning Center           | NONPUBLIC SCHOOLS SERVICE      | District-level,9-12         | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000053   | (1,610.00) dec.  |
| 122           | 13-May-10 S10-M00309   | 1              | 13-May-10 | Beach Clites Learning Center           | NONPUBLIC SCHOOLS SERVICE      | District-level,9-12         | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000053   | 6,950.00         |
| 123           | 13-May-10 S10-M00310   | 1              | 24-May-10 | Beach Clites Learning Center           | NONPUBLIC SCHOOLS SERVICE      | District-level,9-12         | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000053   | (2,110.00) dec.  |
| 124           | 3-Jun-10 S10-M00311  |                | 3-Jun-10  | Beach Clites Learning Center           | NONPUBLIC SCHOOLS SERVICE      | District-level,6-8          | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000052   | 3,550.00         |
| 125           | 18-Sep-09 S10-M00504   | 3              | 18-Sep-09 | The Center for Learning Unlimited      | NONPUBLIC SCHOOLS SERVICE      | District-level,9-12         | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000053   | (2,815.04) dec.  |
| 126           | 18-Sep-09 S10-M00504   | 2              | 18-Jun-10 | The Center for Learning Unlimited      | NONPUBLIC SCHOOLS SERVICE      | District-level,9-12         | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000053   | (5,604.75) dec.  |
| 127           | 18-Jun-10 S10-M00901   |                | 18-Jun-10 | Excelsior Youth Center, Inc.           | NONPUBLIC SCHOOLS SERVICE      | Student Services            | 01.0 | 65000.0 | 57500 | 11300 | 5890 | 0000113   | 1,136.25         |
| 128           | 18-Sep-09 S10-M02001   | 1              | 1-Jul-10  | Speech and Language Development Center | NONPUBLIC SCHOOLS SERVICE      | District-level,9-12         | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000053   | (297.00) dec.    |
| 129           | 5-Apr-10 S10-M02101  | 2              | 1-Jul-10  | Switzer Learning Center                | NONPUBLIC SCHOOLS SERVICE      | District-level,6-8          | 01.0 | 65000.0 | 57500 | 11802 | 5810 | 0000052   | 296.40 inc.      |
| 130           | 18-Sep-09 S10-M05501   | 4              | 24-May-10 | Autism Spectrum Therapies, Inc.        | Non Public Agency Services     | District-level,6-8          | 01.0 | 65000.0 | 57500 | 11801 | 5810 | 0000052   | (1,912.50) dec.  |
| 131           | 24-Oct-09 S10-M05603   | 1              | 24-May-10 | Behavior and Education, Inc.           | Non Public Agency Services     | District-level,6-8          | 01.0 | 65000.0 | 57500 | 11801 | 5810 | 0000052   | 1,912.50 inc.    |
| 132           | 13-Jan-10 S10-M05604   | 1              | 24-May-10 | Behavior and Education, Inc.           | Non Public Agency Services     | District-level,6-8          | 01.0 | 65000.0 | 57500 | 11801 | 5810 | 0000052   | 1,891.75 inc.    |
| 133           | 24-May-10 S10-M05605   |                | 24-May-10 | Behavior and Education, Inc.           | Non Public Agency Services     | District-level,K-5          | 01.0 | 65000.0 | 57500 | 11801 | 5810 | 0000051   | 41,004.00        |
| 134           | 21-Jun-10 S10-T00901   |                | 21-Jun-10 | Ladera Travel Service                  | TRANSPORTATION SUPP/EQUIP/SERV | Student Services            | 01.0 | 65000.0 | 57500 | 11300 | 5890 | 0000113   | 1,118.50         |
| 135           | EDPP/Preschool   |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 136           | 8-Jul-10 T10-202   |                | 8-Jul-10  | CDW-G                                  | COMPUTER SUPP/EQUIP            | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4400 | 0000060   | 1,060.11         |
| 137           | 8-Jul-10 18624   |                | 8-Jul-10  | Copy Shop, The                         | PRINTING SERVICES              | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4350 | 0000060   | 500.00           |
| 138           | 8-Jul-10 18625   |                | 8-Jul-10  | Dell                                   | OFFICE MACHINES SUPP/SERVICES  | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4350 | 0000060   | 4,000.00         |
| 139           | 8-Jul-10 18626   |                | 8-Jul-10  | Discount School Supply                 | INSTRUCTIONAL SUPPLIES         | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4350 | 0000060   | 5,000.00         |
| 140           | 8-Jul-10 18627   |                | 8-Jul-10  | Ellison Educational Equipment, Inc.    | INSTRUCTIONAL SUPPLIES         | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4350 | 0000060   | 1,000.00         |
| 141           | 8-Jul-10 18628   |                | 8-Jul-10  | Lakeshore                              | INSTRUCTIONAL SUPPLIES         | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4310 | 0000060   | 3,000.00         |
| 142           | 8-Jul-10 18629   |                | 8-Jul-10  | MacGill & Co                           | HEALTH SUPP/EQUIP              | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4390 | 0000060   | 1,900.00         |
| 143           | 8-Jul-10 18630   |                | 8-Jul-10  | Office Depot                           | INSTRUCTIONAL SUPPLIES         | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4350 | 0000060   | 8,231.25         |
| 144           | 8-Jul-10 18631   |                | 8-Jul-10  | Scholastic                             | INSTRUCTIONAL SUPPLIES         | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4310 | 0000060   | 2,000.00         |
| 145           | 8-Jul-10 18632   |                | 8-Jul-10  | Smilemakers                            | INSTRUCTIONAL SUPPLIES         | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4310 | 0000060   | 100.00           |
| 146           | 8-Jul-10 18633   |                | 8-Jul-10  | Sparkletts                             | INSTRUCTIONAL SUPPLIES         | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4350 | 0000060   | 1,000.00         |
| 147           | 7-Jul-09 17790   | 3              | 8-Jun-10  | Unisource Maintenance Supply Systems   | CLEANING SUPP/EQUIP            | Preschool                   | 63.0 | 00200.0 | 00000 | 60000 | 4370 | 0000060   | 2,500.00 inc.    |
| 148           | 1-Jul-10 16751-2   |                | 1-Jul-10  | Canon Business                         | PRINTING SUPP/EQUIP            | Food Services               | 13.0 | 00000.0 | 00000 | 37000 | 4350 | 0000073   | 842.40           |
| 149           | Food Service   |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 150           | Bond Fund  |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 151           | 20-Apr-10 B10-002  | 1              | 8-Jun-10  | KOA Corporation                        | CONTRACTED SERVICES            | Bond Fund, Master Plan      | 21.0 | 09000.0 | 00000 | 85000 | 6270 | 9000000   | 14,270.00        |
| 152           | 7-Jul-10 B11-006   |                | 7-Jul-10  | Harley Ellis Devereaux                 | ARCHITECTURAL SERVICES         | Bond Fund, Master Plan      | 21.0 | 09000.0 | 00000 | 85000 | 6210 | 9000000   | 1,987,812.00     |
| 153           | 7-Jul-10 B11-05  |                | 7-Jul-10  | Psonas                                 | CONSULTANTS                    | Math/Science Building       | 21.0 | 09100.0 | 00000 | 85000 | 6270 | 9000000   | 70,400.00        |
| 154           | Bond Fund  |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 155           | Food Service   |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 156           | Bond Fund  |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 157           | Food Service   |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 158           | Bond Fund  |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 159           | Food Service   |                |           |  |                                |                             |      |         |       |       |      |           |                  |
| 160           | Bond Fund  |                |           |  |                                |                             |      |         |       |       |      |           |                  |

**Manhattan Beach Unified School District - Business Services Division**

| PO Issue Date | PO #                           | Change Order #                                | Vendor Name             | Description                   | Department/Site                 | Fund | Res.Prj | Goal  | Funct | OBJ  | Sch/Loc | PO Amount    |
|---------------|--------------------------------|---|-------------------------|-------------------------------|---------------------------------|------|---------|-------|-------|------|---------|--------------|
| 160           | Mira Costa Booster Clubs, etc. |   |                         |                               |                                 |      |         |       |       |      |         |              |
| 162           | 11-May-10 18310                | 11-May-10 Bio Corporation                     |                         | SCIENTIFIC SUPP/EQUIP         | MC, AP Biology                  | 01.0 | 91110.0 | 13453 | 10000 | 4310 | 9000500 | 1,764.91     |
| 163           | 25-May-10 18352A               | 25-May-10 AP Exam                             |                         | TEST/TEST MATERIALS           | Mira Costa, AP Exam Registrati  | 01.0 | 91140.0 | 11103 | 10000 | 4310 | 9000500 | 122,724.00   |
| 164           | 28-Jun-10 18376                | 28-Jun-10 Global Transportation Services      |                         | BUSES                         | Mira Costa, Ceramics Club       | 01.0 | 91164.0 | 17123 | 10000 | 5812 | 9000500 | 425.00       |
| 165           | 4-Jun-10 18358                 | 4-Jun-10 Acapulco Restaurants, Inc.           |                         | CATERING SERVICES             | Mira Costa, AVID Class          | 01.0 | 91165.0 | 16153 | 10000 | 5880 | 9000500 | 1,670.50     |
| 166           | 20-May-10 18348                | 20-May-10 Manhattan Beach Athletic Foundation |                         | SIGNS                         | Mira Costa, Leadership          | 01.0 | 91195.0 | 00000 | 27000 | 4350 | 9000500 | 1,787.64     |
| 167           | 4-Jun-10 T10-197               | 4-Jun-10 Dell                                 |                         | OFFICE MACHINES SUPP/SERVICES | Mira Costa, Leadership          | 01.0 | 91195.0 | 11103 | 10000 | 4310 | 9000500 | 576.16       |
| 168           | 14-May-10 18331                | 14-May-10 Belnick, Inc                        |                         | FURNITURE, SCHOOL             | Mira Costa, Leadership          | 01.0 | 91196.0 | 00000 | 27000 | 4310 | 9000500 | 976.73       |
| 169           | 8-Jul-10 T10-201               | 8-Jul-10 CDW-G                                |                         | COMPUTER SUPP/EQUIP           | Mira Costa, Leadership          | 01.0 | 91195.0 | 00000 | 27000 | 4400 | 9000500 | 859.64       |
| 170           | 20-May-10 18335                | 20-May-10 Global Transportation Services      |                         | BUSES                         | Mira Costa, Science Field Trips | 01.0 | 91202.0 | 13403 | 10000 | 5812 | 9000500 | 2,000.00     |
| 171           | 14-May-10 18332                | 14-May-10 MB Old Hometown Fair Association    |                         | Entrance Fees                 | Mira Costa, Woodshop            | 01.0 | 91215.0 | 18403 | 10000 | 4310 | 9000500 | 425.00       |
| 172           |                                |   |                         |                               |                                 |      |         |       |       |      |         | 133,209.58   |
| 173           |                                |   |                         |                               |                                 |      |         |       |       |      |         | 2,536,219.78 |
| 174           |                                |   |                         |                               |                                 |      |         |       |       |      |         |              |
| 175           | Legal bills paid               |   |                         |                               |                                 |      |         |       |       |      |         |              |
| 176           | 5-Jun-10                       |   | NEWMAN-AARONSON-VANAMAN |                               | Settlement, Special Ed          | 01.0 | 65000.0 | 57500 | 71100 | 5820 | 0000113 | 10,500.00    |
| 177           |                                |   |                         |                               |                                 |      |         |       |       |      |         | 10,500.00    |

E. **CONSENT ITEM**

**TITLE:** Developer Fees

**BACKGROUND:** The attached material details the District's share of Developer Fees collected during the month of June, 2010. The total received for the month of June is \$30,056.01.

**ACTION RECOMMENDED:** No action is recommended.

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** July 21, 2010

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

DEVELOPER FEES

June 2010

| <u>DATE</u> | <u>ADDRESS</u>   | <u>ADDITION/<br/>NEW CONSTRUCTION</u> | <u>SQUARE<br/>FOOTAGE</u> | <u>AMT PAID</u> |
|-------------|------------------|---------------------------------------|---------------------------|-----------------|
| June        |                  |                                       |                           |                 |
|             |                  | RBUSD for Feb 2010                    |                           | 2,296.36        |
| 02          | 1731 3rd St      | Addition                              | 1637                      | 4,305.31        |
| 03          | 3213 Oak St      | Addition                              | 1264                      | 3,324.32        |
| 04          | 340 8th St       | New Construction                      | 2510                      | 6,601.30        |
| 04          | 1642 Ruhland Ave | Addition                              | 1426                      | 3,750.38        |
| 16          | 517 3rd St       | Addition                              | 934                       | 2,456.42        |
| 17          | 724 29th St      | Addition to new const                 | 226                       | 594.38          |
| 21          | 860 11th St      | New Construction                      | 2558                      | 6,727.54        |

**Total: \$30,056.01**

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

|         |            |         |              |
|---------|------------|---------|--------------|
| 1986/87 | 27,550.00  | 1997/98 | 858,526.83   |
| 1987/88 | 370,367.30 | 1998/99 | 949,097.79   |
| 1988/89 | 367,185.00 | 1999/00 | 845,723.70   |
| 1989/90 | 664,577.39 | 2000/01 | 973,429.53   |
| 1990/91 | 310,430.11 | 2001/02 | 887,811.27   |
| 1991/92 | 273,011.74 | 2002/03 | 1,028,120.90 |
| 1992/93 | 230,276.57 | 2003/04 | 1,101,872.99 |
| 1993/94 | 407,139.86 | 2004/05 | 984,925.42   |
| 1994/95 | 327,074.42 | 2005/06 | 1,013,410.79 |
| 1995/96 | 456,396.95 | 2006/07 | 990,987.60   |
| 1996/97 | 518,156.57 | 2007/08 | 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         |
| <b>2008/09 Total</b> | <b>329,901.86</b> |

| 2009/10              |                   |
|----------------------|-------------------|
| July                 | 20,011.47         |
| August               | 3,177.04          |
| September            | 17,899.78         |
| October              | 29,747.93         |
| November             | 19,977.48         |
| December             | 17,723.57         |
| January              | 42,921.60         |
| February             | 25,379.50         |
| March                | 42,753.28         |
| April                | 37,708.94         |
| May                  | 23,809.39         |
| June                 | 30,056.01         |
| <b>2009/10 Total</b> | <b>311,165.99</b> |

E. **CONSENT CALENDAR**

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

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

**FISCAL IMPACT:** None.

**ACTION RECOMMENDED:** Approval is requested.

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** July 21, 2010

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**



**Los Angeles County  
Office of Education**  
Leading Educators • Supporting Students  
Serving Communities

**Valenzuela/CAHSEE Lawsuit Settlement  
Quarterly Report on William Uniform Complaints**

District Name: Manhattan Beach Unified

Date: 7/8/10

Person completing this form: Steve Romines

Title: Asst. Supt. of Administrative Services

Quarter covered by this report (Check One Below):

- |   |                          |     |        |
|---|--------------------------|-----|--------|
| <input type="checkbox"/> 1st QTR            | July 1 to September 30   | Due | 15-Oct |
| <input type="checkbox"/> 2nd QTR            | October 1 to December 31 | Due | 15-Jan |
| <input type="checkbox"/> 3rd QTR            | January 1 to March 31    | Due | 15-Apr |
| <input checked="" type="checkbox"/> 4th QTR | April 1 to June 30       | Due | 15-Jul |

Date for information to be reported publicly at governing board meeting: July 21, 2010

Please check the box that applies:

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

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

Print Name of District Superintendent Michael Matthews

Signature of District Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Return the **Quarterly Summary** to:  
Williams Legislation Implementation Project  
Los Angeles County Office of Education  
c/o Renee Jackson, Williams Central  
9300 Imperial Highway, EC 236  
Downey, CA 90242

Telephone: (562) 803-8227  
FAX: (562) 401-5367  
E-Mail: Jackson\_Renee@lacoedu

E. **CONSENT ITEM**

**TITLE:** Resolution No. 2010-11

Resolution of the Board of Trustees of the Manhattan Beach Unified School District Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for the Fiscal Years Ending June 30 in Each of the Years 2011 through 2013, and Authorizing Execution and Delivery of Related Documents and Actions

**BACKGROUND:** The board first approved this resolution on October 26, 2002. The term of that authority has expired and needs to be renewed.

This resolution reauthorizes the California Statewide Delinquent Tax Finance Authority, (the Authority), to purchase delinquent ad valorem property tax receivables owed to the district. The Authority would issue a certificate of participation, (COP), for the tax receivables, for each fiscal year taxes were collected during the term of this agreement.

The purchase price of the tax receivables or COP shall be issued at 108.5% or higher depending on market conditions.

This financing method assures the district that it will receive 100% of the local property taxes it is due plus an additional amount by authorizing the sale of the receivables as a COP.

**ACTION RECOMMENDED:** Board approval of Resolution No. 20010-11 is requested.

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** July 21, 2010



## RESOLUTION NO. 2010- 11

### RESOLUTION OF THE BOARD OF TRUSTEES OF THE MANHATTAN BEACH UNIFIED SCHOOL DISTRICT APPROVING ASSIGNMENT OF DELINQUENT TAX RECEIVABLES TO THE CALIFORNIA STATEWIDE DELINQUENT TAX FINANCE AUTHORITY FOR THE FISCAL YEARS ENDING JUNE 30 IN EACH OF THE YEARS 2011 THROUGH 2013, AND AUTHORIZING EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND ACTIONS

**WHEREAS**, under Section 6516.6 of the Government Code of the State of California (the "Law"), a school district, community college district or other educational agency is authorized to sell and assign to a joint powers authority any or all of its right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the school agency for collection on the secured, unsecured, or supplemental property tax rolls in accordance with such terms and conditions as are set forth in an agreement with the joint powers authority; and

**WHEREAS**, the California Statewide Delinquent Tax Finance Authority (the "Authority") has been formed as a joint powers authority for the purpose of purchasing delinquent ad valorem property taxes in accordance with the Law upon terms and conditions which are acceptable to school agencies; and

**WHEREAS**, under the Law the amount of property tax receipts to be reported in a fiscal year for a school agency for revenue limit purposes is equal to 100% of the school agency's allocable share of the taxes distributed to it for the fiscal year, and any additional amounts will not be reported and will be provided directly to the school agency; and

**WHEREAS**, the Authority has requested the District to sell its delinquent ad valorem property tax receivables (the "Tax Receivables") to the Authority for the fiscal years ending June 30 in each of the years 2011 through 2013 (the "Covered Fiscal Years") at a purchase price equal to 108.5% of the amount of Tax Receivables which have been levied; and

**WHEREAS**, the Authority has made arrangements to issue and sell a certificate of participation for each fiscal year, representing a participation interest in all of the Tax Receivables received from the District and from other participating school agencies in the County of Los Angeles for such fiscal year, which certificate of participation will be sold to a designee of Plymouth Park Tax Services, LLC, a Delaware limited liability company ("Plymouth"); and

**WHEREAS**, the Board wishes at this time to approve the foregoing financing plan and authorize the execution and delivery of all related documents and actions;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Manhattan Beach Unified School District as follows:

**Section 1. Approval of Financing Plan; Sale of Tax Receivables to Authority.** The Board hereby approves the financing plan presented to the Board at the meeting at which this Resolution is adopted, and as generally described in the recitals of this Resolution. The Board hereby approves and authorizes the sale of the Tax Receivables to Authority for each of the Covered Fiscal Years.

**Section 2. Approval of Financing Documents.** In order to implement the financing plan approved under Section 1, the Board hereby approves each of the following agreements, to be entered into for each of the Covered Fiscal Years:

- Future Tax Receivables Sales Agreement to be entered into among the Authority, Plymouth, and the District, under which the District agrees to sell its Tax Receivables to the Authority in each Covered Fiscal Year, in substantially the form on file with the Secretary.
- Purchase and Sale Agreement to be entered into between the Authority and the District with respect to the Tax Receivables, in substantially the form used on previous financings between the Authority and the District.

Each of the foregoing agreements is approved in substantially the respective forms on file with the Clerk of the Board, together with any changes therein or modifications thereof as may be approved by the Superintendent or Assistant Superintendent of Administrative Services, and the execution and delivery of each agreement by the District shall be conclusive evidence of the approval of all changes and modifications to said agreement. The Board hereby authorizes the delivery and performance of each of the foregoing agreements.

**Section 3. Official Actions.** The Superintendent or Assistant Superintendent of Administrative Services, are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the sale of the Tax Receivables to the Authority for each Covered Fiscal Year. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

**Section 4. Effective Date.** This resolution shall take effect from and after the date of approval and adoption thereof.

PASSED AND ADOPTED this 21<sup>st</sup> day of July, 2010, by the following vote:

AYES:

NOES:

ABSENT:

Ida VanderPoorte

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President of the Board of Trustees

ATTEST:

Michael Matthews

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Secretary, Board of Trustees

**PLYMOUTH PARK TAX SERVICES LLC**  
**c/o JPMorgan Chase & Co.**  
**115 S. Jefferson Road, Bldg D-1**  
**Whippany, NJ 07981**

Manhattan Beach Unified School District  
325 S. Peck Avenue  
Manhattan Beach, CA 90266

Re: Future Tax Receivables Sales Agreement

Ladies and Gentlemen:

Reference is hereby made to that certain Purchase and Sale Agreement, dated as of December 1, 2009 (the "Purchase and Sale Agreement"), between Manhattan Beach Unified School District a public school district organized and existing under the laws of the state of California (the "District") and California Statewide Delinquent Tax Finance Authority, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), whereby the District has sold to the Authority its allocable share of delinquent property tax receivables ("Tax Receivables") for the fiscal year ending June 30, 2009 (the "Purchased Tax Receivables").

Reference is also made to that certain Certificate Purchase Agreement, dated as of December 1, 2009 (the "Certificate Purchase Agreement"), between the Authority and Plymouth Park Tax Services LLC, a Delaware limited liability company ("Plymouth Park"), whereby the Authority has issued and sold a certificate of participation representing a 100% participation interest in the Purchased Tax Receivables to Plymouth Park.

The District hereby agrees to sell its Tax Receivables to the Authority, and the Authority agrees to purchase such Tax Receivables from the District, for the fiscal years ending June 30 in each of the years 2011 through 2013 on terms and conditions substantially identical to the terms and conditions contained in the Purchase and Sale Agreement. The purchase price of the Tax Receivables for the fiscal years ending June 30 in each of the years 2011 through 2013 shall be 108.5% of the amount of the related delinquent taxes, or such higher rate as the parties may agree upon in the event of improvements in factors affecting the rate of return to Plymouth Park. The minimum purchase price is contingent upon there being no material changes to either the composition of, or to the state and local laws governing the Tax Receivables.

The Authority hereby agrees to sell to Plymouth Park or its designee a certificate of participation representing a 100% participation interest in the Tax Receivables, and Plymouth Park agrees to purchase or cause its designee to purchase such certificate, for the fiscal years ending June 30 in each of the years 2011 through 2013 on terms and conditions substantially identical to the terms and conditions contained in the Certificate Purchase Agreement. The purchase price of such certificate for the fiscal years ending June 30 in each of the years 2011 through 2013 shall be based upon 108.5% of the amount of the related delinquent taxes, or such

higher rate as the parties may agree upon in the event of improvements in factors affecting the rate of return to Plymouth Park. The minimum purchase price is contingent upon there being no material changes to either the composition of, or to the state and local laws governing the Tax Receivables.

The undersigned parties each mutually understand and agree that the other parties are currently and will in the future expend substantial monies and make certain other commitments in reliance upon the promises contained herein, and the parties authorize each other to do so, and to rely upon these promises in their investments, budgeting and other financial dealings.

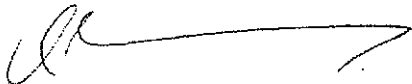
In addition, the undersigned parties understand and acknowledge that School Services of California, Inc. ("SSC"), a company which provides fiscal advice and management consulting to school districts in California and has expert knowledge regarding school district financing, tax policy and state regulations, provides certain services to Plymouth Park in connection with Plymouth Park's business in California and the contemplated transactions, for which SSC receives a fee. SSC may also have business relationships, for which it receives a fee, from either the District or other participants in the contemplated transactions.

If the District is in agreement with the terms of this Agreement, please have the enclosed two (2) copies hereof executed by the proper officer(s) of the District and returned to the undersigned, whereupon this Agreement shall become a binding agreement among the District, the Authority, and Plymouth Park.

Very truly yours,

PLYMOUTH PARK TAX SERVICES LLC

By:



Name: Douglas Badaszewski

Title: Vice President

Date: June 8, 2010

Accepted and agreed to as of the date first set forth below:

CALIFORNIA STATEWIDE DELINQUENT TAX FINANCE AUTHORITY



By:

Name: Donald Zimring

Title: Chairman

Date: June 8, 2010

Accepted and agreed to as of the date first set forth below:

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: STEVE ROMINES

Title: ASSISTANT SUPERINTENDENT OF ADMINISTRATIVE SERVICES

Date: July 21, 2010

**G. BOARD BUSINESS**

**TITLE:** Adopt and review **NEW** Board Policy and Administrative Regulation 6200, Adult Education

**BACKGROUND:** Education Code 52501 authorizes districts maintaining secondary schools to establish and maintain classes for adults for specified purposes. This **NEW** Policy and Regulation give the district the authority to establish and maintain such classes for adults. In 1993, as amended in 1996, the Manhattan Beach Unified School District entered into an agreement with the Redondo Beach Unified School District to operate an adult education program to be known and designated as the South Bay Adult Education Authority (SBAEA). Since that time, both districts have conducted adult education classes for South Bay adults under this joint powers agreement. However, beyond this joint powers agreement, MBUSD has not had a policy or regulation to support the authority to offer any adult education program either as a district or part of a joint powers agreement. This new policy and regulation will grant this authority through adoption and review by the Board.

As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-2009 through 2012-2013 fiscal years. As a result of this flexibility, the district may choose to suspend certain provisions of the following policy or administrative regulation that reflect those requirements temporarily. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, if the district desires to exercise the flexibility granted under SBX3 4, this action would require review of the SBAEA agreement and consultation with legal counsel.

**FISCAL IMPACT:** None

**ACTION RECOMMENDED:** Adopt and review **NEW** Board Policy and Administrative Regulation 6200, Adult Education

**PREPARED BY:** Carolyn Seaton, Executive Director, Educational Services

**DATE OF MEETING:** July 21, 2010

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

**Instruction**

The Governing Board recognizes that education is a lifelong process and that it is important for individuals to continuously develop new skills.

The Superintendent or designee shall develop and oversee the district's adult education program. The Board shall approve all courses to be offered in this program.

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

**Legal Reference:****EDUCATION CODE**

8500-8538 Adult education

41505-41508 Pupil Retention Block Grant

41975-41976.2 Adult education; authorized classes and courses

44865 Qualifications for home teachers and teachers in special classes

46190-46192 Adult school; days of attendance

46300.4 Independent study in adult education

46351-46352 Adult classes

51040 Prescribed courses

51225.3 Requirements for graduation

51241-51246 Exemptions from attendance

51730-51732 Elementary school special day and evening classes

51810-51815 Community service classes

51938 Parental excuse from sexual education or HIV/AIDS prevention education

52500-52523 Adult schools

52530-52531 Use of hospitals

52540-52544 Adult English classes

52550-52556 Classes in citizenship

52570-52572 Disabled adults

52610-52616.24 Finances

52651-52656 Immigrant Workforce Preparation Act

60410 Books for adult classes

**CODE OF REGULATIONS, TITLE 5**

10501 Adult education

10508 Records and reports

10530-10560 Standards

10600-10615 Adult education innovation

**UNITED STATES CODE, TITLE 8**

1184 Foreign students

**Management Resources:****CDE PUBLICATIONS**

Adult Education Handbook for California, 1997



**Instruction**

**CDE LEGAL ADVISORIES**

0319.97 Amendments to F-1 Student Visa Requirements, LO: 1-97

**CDE PROGRAM ADVISORIES**

0600.92 Using Independent Study in Adult Education Programs: An Option

0609.88 Education Fees for F-1 Visa Students

0622.87 Discrimination Against the Handicapped in Adult Education Programs

**Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

adopted: Manhattan Beach, California

**Instruction**

All adult education programs, courses and classes and their enrollment period shall be listed in the district's and/or South Bay Adult Education Authority's catalog of adult education classes provided to the public. (Education Code 52523)

**Enrollment**

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period. (Education Code 52523)

For purposes of these programs, "adults" include persons who are age 18 or older or other persons not concurrently enrolled in a regular high school program. (Education Code 52610)

Students possessing or seeking an F-1 visa designation shall not be enrolled in district adult school programs. Students currently enrolled with an F-1 visa designation shall continue to be eligible for enrollment in district adult schools until their visas expire or until they leave the United States. (8 USC 1184)

(cf. 5111.2 - Nonresident Foreign Students)

**Concurrent Enrollment of High School Students**

High school students shall be permitted to enroll in an adult education program, course or class for sound educational purposes. Such classes shall supplement and not supplant the regular high school curriculum. Sound educational purposes include, but are not limited to, the following: (Education Code 52523)

1. The adult education program, course or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course or class in order to make up deficient credits for graduation from high school.
3. The adult education program, course or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's vocational and technical education program.

(cf. 6178 - Career Technical Education)

4. The adult education program, course or class supplements and enriches the high school student's educational experience.

**Instruction**

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes his/her parent/guardian and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the meeting and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education class
2. That this enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

The above statement shall be signed by the student, the parent/guardian and the certificated high school representative.

(cf. 6164.2 - Guidance/Counseling Services)

**Courses**

A proposed adult education class shall have an educational purpose and meet the following criteria required for approval by the California Department of Education:

1. The class shall be located in a facility which clearly identifies the class as being open to the general public, with the exception of apprenticeship training classes, classes designed to serve the needs of disabled adults, classes in state hospitals and classes in jails and prisons. (Education Code 52517, 52570)

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

2. Class time shall be devoted to instruction.
3. Course content shall be educational and intended to teach a skill or knowledge unrelated to repetitive practices.
4. The course title shall clearly indicate its educational nature.

Adult education classes or courses shall offer instruction in one or more of the following categories: (Education Code 41976)

**Instruction**

1. Parenting, including parent cooperative preschools, classes in child growth and development, and parent-child relationships
2. Elementary and secondary basic skills and other courses and classes required for the high school diploma
3. English as a second language (ESL)
4. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation classes in the basic skills of speaking, listening, reading, writing, mathematics, decision making and problem solving, and other classes required for preparation to participate in job-specific technical training
5. Programs for substantially disabled persons
6. Short-term vocational programs with high employment potential
7. Programs for older adults
8. Programs for apprentices
9. Home economics
10. Health and safety education

Classes for adults may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Governing Board. (Education Code 52505, 52513)

**Community Service Classes**

As part of the adult education program, the Board may establish and maintain community service classes to provide instruction that contributes to the physical, mental, moral, economic or civil development of any persons who may wish to enroll. (Education Code 51810)

Certificates of skill or accomplishment may be provided upon the satisfactory completion of community service classes. (Education Code 51813)

**Instruction**

**Independent Study**

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

(cf. 6158 - Independent Study)

Participation in independent study shall be voluntary. (Education Code 51747)

For students 21 years of age or older, or students 19 years of age or older who have not been continuously enrolled in school since their 18th birthday, any course taken through independent study must be a course listed in Education Code 51225.3 or otherwise required by the Board as a prerequisite to receiving a diploma for high school graduation. (Education Code 46300.4)

(cf. 6143 - Courses of Study)

**Fees**

The district may charge adult education students a registration fee for each adult education class, with the following exceptions:

1. No fee shall be charged for a class for which high school credit is granted if the class is taken by an individual who does not hold a high school diploma. (Education Code 52612)
2. No charge shall be made for a class in an elementary subject or a class in English or citizenship for foreigners unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrants enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged. (Education Code 52612, 52613)

Except for those fees required by law, at the recommendation of the Superintendent or designee, the payment of fees may be waived in cases of unusual hardship.

The Board may fix a charge, not to exceed costs, for books furnished to adult education students. In some cases books may be obtained from the district at cost or may be obtained on loan with the payment of a refundable deposit. In addition, materials purchased from the incidental expense account may be sold to adult school students for use in their classes. (Education Code 52615, 60410)

(cf. 3260 - Fees and Charges)

**Instruction**

**Graduation Requirements**

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of the following:

1. At least one term in the adult elementary program which includes reading, writing, arithmetic, spelling, current events, geography, California and U.S. history, civics and natural science
2. Overall eighth-grade placement on a recognized standard achievement test
3. Successful passage of a district test in U.S. history and the Constitution

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

(cf. 6146.1 - High School Graduation Requirements)

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
reviewed: Manhattan Beach, California