

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

**May 5, 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 (25 Minutes)**

1. Public Comment Regarding Agenda  
The purpose of this section is to permit any person in the audience to make a statement to the Board of Trustees on items on the Agenda. Persons are limited to three (3) minutes for their communication, unless the Board deems otherwise. The President will conclude the Public Comment after a reasonable length of time and proceed with the Agenda. The Board may, at its discretion, permit statements on items not on the Agenda, but pertaining to the school district, if appropriate and not an impediment to the efficiency and orderliness of the meeting; no action shall be taken on any item not appearing on the Agenda.
2. A Moment of Silence will be held for Neil Dillon, a Pennekamp parent, who passed away.
3. Lynda Mitsakos, a parent at Mira Costa High School, will be recognized for outstanding service to the Manhattan Beach Unified School District.
4. Teacher Spotlight on Melissa Kundrat from Robinson Elementary School.
5. Board Member Announcements
6. Jeff Whalen and Sarah Keasler, Student Board Members, will discuss student topics at Mira Costa High School, elementary schools, and events and activities in the District. Jina Stanfill will report on activities at Manhattan Beach Middle School.

**C. PRESENTATION/DISCUSSION ITEMS (30 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 (None)**

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

None.

**E. CONSENT CALENDAR (15 Minutes)**

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

**General**

**Schneider  
1** 1. Approve correction to previously submitted California High School Exit Exam (CAHSEE) Waiver of Test Passage for Special Education student #920005743, as prescribed in Education Code section 56101.

**Seaton  
2-3** 2. Approval of the field trip request for Mira Costa High School Model UN Students to participate in the UC Davis Model UN Conference. Mira Costa High School is requesting Board approval for thirty-six students and four chaperones to travel via airline and bus to Davis, CA, May 13-16, 2010. Accommodations will be at Courtyard by Marriott.

**Hall  
4-5** 3. Approve revised early retirement plan between the Manhattan Beach Unified School District and the Manhattan Beach Unified Teachers Association for qualified certificated employees.

**Hall** 3a. Approve the same early retirement plan for unrepresented classified, confidential, supervisory, and certificated management employees, as described in Consent Calendar Item E.3. Unrepresented employees must notify the District by Thursday, May 6, 2010, at 4:30 p.m.

**Hall  
6-17** 4. Approve the 100% employment contract for Dr. Michael Matthews, Superintendent of Schools, for two years, from July 1, 2010, through June 30, 2012, at \$190,000 per annum for the first step, on terms reflected in the employment contract, which is provided herewith.

**Hall  
18-19** 5. Adopt Resolution 2010-7, *California Day of the Teacher*.

**Hall Personnel**

6. Ratify leave of absence for classified employees at effective dates as listed:

Weber, Patricia, Staff Secretary, M&O, (Contract Article 6) effective  
04/19/10 – 04/29/10

7. Ratify employment of classified personnel to serve as substitute and/or short term/intermittent, district wide, at effective dates listed:

Burkhead, Barbara, effective 04/16/10  
Grenier, Jean-Sebastien, effective 04/12/10  
Hilgendorf, Brittany, effective 04/15/10  
Li, Qinpei, effective 04/05/10  
Wianecki, Krista, effective 04/15/10

8. Ratify employment of certificated staff as follows:

Hernandez, Leslie (DO), Column VI, Step 13, 100%, eff. 5/3/10

9. Ratify leave of absence for certificated staff per MBUTA Contract Article #11.9, #11.10, #11.18 as follows:

Mitchell, Stephanie (GV), from 4/26/10 to 6/24/10

10. Ratify employment of certificated substitutes at current rate of pay as follows:

Kelly, James eff. 4/16/10

**Romines**

**Business**

**20-36**

11. Approve Lease Agreement for Use of School Property between Manhattan Beach Unified School District and the Manhattan Beach Athletic Foundation/PSmanhattan.

**37**

12. Reject claim against a public entity dated April 23, 2010, from Kaufman, Kaufman & Miller, LLP, on behalf of a minor.

**38-40**

13. Accept, with thanks, a gift to the District from Chevron.

**F. PUBLIC AND STAFF SUBMITTED ITEMS**

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

None.

**G. BOARD BUSINESS (20 Minutes)**

**Rohrer  
41-43**

1. Receive for first reading and adoption, revised Board Policy 6111, School Calendar.

**Schneider  
44-52**

2. Receive for first reading and adoption, revised Board Policy 3580, District Records, and receive for review, revised Administrative Regulation 3580, District Records.

- Schneider 53-59** 3. Receive for review, revised Administrative Regulation 4112.23, Special Education Staff.
- Schneider 60-67** 4. Receive for review, revised Administrative Regulation 5113.2, Work Permits.
- Schneider 68-77** 5. Receive for first reading and adoption, revised Board Policy 5117, Interdistrict Attendance, and receive for review, revised Administrative Regulation 5117, Interdistrict Attendance.
- Schneider 78-81** 6. Receive for first reading and adoption, revised Board Policy 6146.4, Differential Graduation and Competency Standards for Students with Disabilities.
- Schneider 82-92** 7. Receive for first reading and adoption, revised Board Policy 6173.1, Education for Foster Youth, and receive for review, advised Administrative Regulation 6173.4, Education for Foster Youth.
- 8. Approve minutes of the special Board meeting of April 7, 2010.

**H. SUPERINTENDENT/CABINET REPORT (10 Minutes)**

- 1. Status of classified employee layoffs
- 2. Items as presented.

**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**

**May 5, 2010**

**5:30 PM**

1. Conference with District labor negotiator Steve Romines regarding MBUTA negotiations, per Government Code Section 54957.6.
2. Conference with District labor negotiator Steve Romines regarding CSEA negotiations, per Government Code Section 54957.6.
3. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 45956.9. One potential cases.

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

(Note: These dates are subject to change)

**APRIL**

April 21, 2010, 6:30 PM  
Board Meeting

April 29, 2010  
Open House  
Manhattan Beach Middle School

**MAY**

May 3-7, 2010  
Teacher Appreciation Week

May 5, 2010, 6:30 PM  
Board Meeting

May 16-22, 2010  
Classified School Employee Week

May 19, 2010, 6:30 PM  
Board Meeting

May 27, 2010  
Open House  
Grand View, Meadows, Pacific, Pennekamp

May 31, 2010  
Memorial Day Holiday

**JUNE**

June 2, 2010, 6:30 PM  
Board Meeting

June 3, 2010  
Open House  
Robinson Elementary School

June 16, 2010, 6:30 PM  
Board Meeting

June 22, 2010  
MBMS Promotion

June 23, 2010  
Last Day of School

June 24, 2010  
MCHS Graduation

**G. BOARD BUSINESS**

5. **TITLE:** Receive for first reading and adoption **REVISED** Board Policy 5117 and for Board review **REVISED** Administrative Regulation 5117, Interdistrict Attendance

**BACKGROUND:** Manhattan Beach Unified School District Board Policy and Administrative Regulation 5117, Interdistrict Attendance, are presented for Board approval and review. The policy and regulation are revised to reflect additional language and clarification where needed.

**FINANCIAL IMPACT:** None

**ACTION RECOMMENDED:** Receive for Board approval **REVISED** Board Policy 5117 and for Board review **REVISED** Administrative Regulation 5117, Interdistrict Attendance

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

**DATE OF MEETING:** May 5, 2010

AGENDA NOTE    AGENDA NOTE    AGENDA NOTE    AGENDA NOTE

**Students****INTERDISTRICT ATTENDANCE**

The Governing Board is committed to open enrollment in the district for all students who reside in Manhattan Beach. Students within the Manhattan Beach Unified School District boundaries are given enrollment priority. Additionally, as outlined in the memo of understanding between the Manhattan Beach Unified School District and the Hermosa Beach City School District, in accordance with AB 325, (~~Exhibit-5117(a)~~), students, grades 9-12, who reside within the boundaries of the Hermosa Beach City School District may elect each year to attend high school in the Manhattan Beach Unified School District.

The Board also recognizes that the district may have the capacity to serve additional students from outside of its attendance area, and that there may be certain justifiable reasons as determined by the Superintendent or designee for a student to attend school outside of his/her district of residence. Therefore, the Superintendent or designee may approve interdistrict attendance agreements to other districts.

*Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.*

*The interdistrict attendance permit shall not exceed a term of five years and shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied. (Education Code 46600)*

The stipulation of the terms and conditions under which an interdistrict attendance permit may be granted or denied is the responsibility of the home district and of the district of attendance. The terms and conditions under which an interdistrict attendance permit can be revoked is the responsibility of the district of attendance. Interdistrict attendance transfers into the Manhattan Beach Unified School District may occur only when space is available, and may be reviewed at any time by the district if enrollment changes during the year. Individual interdistrict attendance permits must be approved first by the district of residence, and then by the desired district of attendance. Individual interdistrict attendance permits for a specific student to attend school outside of the district of residence must be renewed annually. *The Superintendent or designee may deny interdistrict attendance permits because of overcrowding within district schools or limited district resources.*

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5116.1 - Intradistrict Open Enrollment)



**Students****INTERDISTRICT ATTENDANCE**

(cf. 5117.1 - Interdistrict Attendance Agreements  
(cf. 5117.2 - Alternative Interdistrict Attendance Program)  
(cf. 5145.6 - Parental Notification)

**Interdistrict Attendance Permit**

Students admitted to the district by interdistrict attendance permit may continue to attend district schools as long as space is available, and as long as they attend school regularly, maintain at least a 2.0 grade point average, and obey school rules.

Interdistrict attendance permits may be denied or revoked by the Superintendent or designee for various reasons, including but not limited to, the following:

1. Appropriate and sufficient space is unavailable in the class, program, or school, or in the district.
2. The additional cost of educating the individual interdistrict attendance permit student would exceed the amount of additional state funding that the district would receive as a result of that student's placement.
3. A new program or service would be required to serve the student.
4. The student does not profit from instruction and/or disrupts the learning environment. This may include discipline referrals, and/or excessive tardies or absences. Also, students must have at least a 2.5 grade point average to be admitted to a district school on an interdistrict attendance permit; once enrolled in the district, the interdistrict attendance permit student must maintain a 2.0 grade point average.
5. The parent has made false statements or misrepresentations in applying for the individual interdistrict attendance permit.
6. The student has adjustment problems and/or the welfare of the student and/or of other students is compromised or endangered. This may include, but is not limited to, lack of before or after-school care.

The parent/guardian of a student whose request for an individual interdistrict attendance permit to attend the Manhattan Beach Unified School District is denied shall be given timely notice, including a specific reason for the action and information about the district appeal process. The

**Students****INTERDISTRICT ATTENDANCE**

parent/guardian may initiate an appeal of the denial with the Superintendent or designee within one calendar week from the date he/she receives written notice from the district of the denial. If the appeal is granted, the student will be enrolled in a district school. If the appeal is denied, the parent/guardian will be notified in writing by the district that he/she has 30 calendar days to initiate an appeal of this decision to the Los Angeles County Board of Education, whose decisions will be final.

If a student is enrolled in a district school on an interdistrict attendance permit that is revoked, the parent/guardian has one calendar week to initiate an appeal with the Superintendent or designee. The decision of the Superintendent or designee on the appeal is final. If the appeal is granted, the student will be allowed to continue to attend a district school. If the appeal is denied, the student will be withdrawn immediately from the district.

All individual interdistrict attendance permits must be approved by the Superintendent or designee using the policy established by the Board. The parent/guardian of a student on an individual attendance permit is responsible for all transportation of the student to and from a district school, and must provide school officials with assurance that he/she will be responsible for providing the student with before and after-school care.

The district shall not knowingly accept students who are not district residents without an interdistrict attendance permit. However, such permits will not be required for students enrolling in ROC or in ROP. (Education Code 52317)

Students who are under consideration for expulsion, or who have been expelled, may not appeal the denial of an interdistrict permit while expulsion proceedings are pending, or during the term of expulsion.

(cf. 5119 - Students Expelled from Other Districts)

**Legal Reference:****EDUCATION CODE*****41020 Annual district audits***

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48315 **6** Student attendance alternatives, school district of choice program

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

**Students**

**INTERDISTRICT ATTENDANCE**

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 ~~ROP~~, *Regional Occupational Center/Program*, enrollment of students, interdistrict attendance

**GOVERNMENT CODE**

~~6250-6270 Public Records Act~~

**ATTORNEY GENERAL OPINIONS**

*87 Ops. Cal. Atty. Gen. 132 (2004)*

84 Ops. Cal. Atty. Gen. 198 (2001)

**COURT DECISIONS**

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

**Management Resources:**

**WEB SITES**

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

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

**Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

adopted: May 19, 2004 Manhattan Beach, California

reviewed: September 5, 2007

revised:

**Students****INTERDISTRICT ATTENDANCE**

Interdistrict attendance permits will be granted by the district according to the policy established by the Governing Board.

When appropriate and sufficient space is available, the Superintendent or designee may approve interdistrict attendance permits for various reasons, including, but not limited to, the following prioritized reasons, before considering other permit requests:

1. The student is currently enrolled in a district school on a valid interdistrict attendance permit, and continues to attend school regularly, obey school rules, and maintain at least a 2.0 grade point average.
2. The student's parent/guardian is a Manhattan Beach Unified School District employee.
3. The student is a sibling of a North Redondo student who currently attends Mira Costa High School, or who graduated from Mira Costa in June of the previous school year.
4. The student can complete an academic year during which his parent(s)/guardian(s) have moved out of the district.
5. A family can show written proof that they will be moving into the Manhattan Beach Unified School District within 10 weeks of the beginning of a semester.
6. The student resides in North Redondo, grades 6 through 12, or in Hermosa Beach, grades 6 through 8.
7. *The student can remain with a class graduating that year from an elementary, junior, or senior high school*
8. *A high school senior can attend the same school he/she attended as a junior, even if his/her family moved out of the district during the junior year*
9. *The student will be living out of the district for one year or less*
10. *The student has a valid interest in a particular educational program not offered in the district of residence*

*Every interdistrict attendance permit shall stipulate the terms and conditions under which the permit may be revoked. (Education Code 46600)*

**Students****INTERDISTRICT ATTENDANCE**

The Manhattan Beach Unified School District does not accept interdistrict attendance permits because of child care needs but does accept because the location of a parent's/guardian's employment is within the district.

The Superintendent or designee will maintain a list of individual interdistrict attendance permits, and will date stamp and rank them within each category according to when the district receives the official copy. When multiple permits are received on the same day, the permits will be time stamped.

The following is the procedure for processing interdistrict attendance permits:

1. The student's district of residence initiates the permit upon parent request. This process must be completed annually.
2. The district of residence sends, or the parent/guardian delivers, the official permit to the Manhattan Beach Unified School District. The permit is date stamped on the day it is received by the district.
3. All newly-admitted students must demonstrate a 2.5 GPA to be considered for a permit.
4. If space is available, the district will require the parent/guardian to submit supporting documentation on behalf of the student that verifies his/her satisfactory past school attendance, achievement, and behavior.
5. The Superintendent or designee approves or denies each permit according to the following timelines:
  - a. Applications filed prior to the start of school must be decided upon within 14 days after school begins.
  - b. Applications filed during a school year for that school year must be decided upon within 30 days of the date of application.
6. The Superintendent or designee signs the interdistrict attendance permit from the student's district of residence and marks it "approved." One copy is sent to the district school that the student will attend, one copy is filed at the district, and one copy is sent to the student's district of residence.

**Students****INTERDISTRICT ATTENDANCE**

7. For students who have previously been enrolled in the district on an interdistrict attendance permit and who desire to continue their enrollment, tentative class assignments may be made contingent upon space availability, upon verification of the student's satisfactory attendance, achievement, and behavior, and upon receipt of an official interdistrict attendance permit.

**Denial of an Interdistrict Attendance Permit**

A request to attend the Manhattan Beach Unified School District on an interdistrict attendance permit may be denied when the Superintendent or designee determines any of the following:

1. Appropriate and sufficient space is unavailable in the class, program, or school, or in the district.
2. The additional cost of educating the individual interdistrict attendance permit student would exceed the amount of additional state funding that the district would receive as a result of that student's placement.
3. A new program or service would be required to serve the student.
4. The student does not profit from instruction and/or disrupts the learning environment. This may include discipline referrals, and/or excessive tardies or absences. Also, students must have at least a 2.5 grade point average to be admitted to a district school on an interdistrict attendance permit.
5. The parent has made false statements or misrepresentations in applying for the individual interdistrict attendance permit.
6. The student has adjustment problems and/or the welfare of the student and/or of other students is compromised or endangered. This may include, but is not limited to, lack of before or after-school care.

The parent/guardian of a student whose request for an individual interdistrict attendance permit has been denied shall be given timely notice, including a specific reason for the action, and information about the district appeal process. The parent/guardian may initiate an appeal of the denial with the Superintendent or designee within one calendar week from the date he/she receives written notice from the district of the denial. If the appeal is granted, the student will be enrolled in a district school. ~~If the appeal is denied, the parent/guardian will be notified in writing by the district that he/she has 30 calendar days to initiate an appeal of this decision to the Los Angeles County Board of Education, whose decision will be final.~~

**Students**

**INTERDISTRICT ATTENDANCE**

*Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the Los Angeles County Board of Education as specified in Education Code 46601. The decision of the Los Angeles County Board of Education will be final. (Education Code 46601)*

*(cf. 5145.6 - Parental Notifications)*

*Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)*

*(cf. 5119 - Students Expelled from Other Districts)*

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

**Revocation of an Interdistrict Attendance Permit**

The stipulation of the terms and conditions under which a permit may be revoked is the responsibility of the district of attendance. (Education Code 46600(a)) Students admitted by interdistrict attendance permit may continue to attend a district school as long as space is available, and as long as they attend school regularly, maintain at least a 2.0 grade point average, and obey school rules.

An interdistrict attendance permit may be revoked by the Superintendent or designee for various reasons, including, but not limited to, the following:

1. Appropriate and sufficient space is unavailable in the class, program, or school, or in the district.
2. The additional cost of educating the individual interdistrict attendance permit student would exceed the amount of additional state funding that the district would receive as a result of that student's placement.
3. A new program or service would be required to serve the student.
4. The student does not profit from instruction and/or disrupts the learning environment. This may include discipline referrals and/or excessive tardies or absences. Also, students enrolled in the district on an interdistrict attendance permit must maintain a 2.0 grade point average.

**Students**

**INTERDISTRICT ATTENDANCE**

- 5. The parent has made false statements or misrepresentations in applying for the individual interdistrict attendance permit.
- 6. The student has adjustment problems and/or the welfare of the student and/or of other students is compromised or endangered. This may include, but is not limited to, lack of before or after-school care.

The parent/guardian of a student whose individual interdistrict attendance permit is revoked shall be given timely notice, including a specific reason for the action, and information about the district's appeal process. The parent/guardian may initiate an appeal of the revocation with the Superintendent or designee within one calendar week from the date he/she receives written notice from the district of the revocation. If the appeal is granted, the student will be allowed to continue to attend a district school. If the appeal is denied, this decision is final, and the student will be withdrawn immediately from the district.

All individual interdistrict attendance permits must be approved by the Superintendent or designee using the policy and regulations established by the Board. The parent/guardian of a student on an individual interdistrict attendance permit is responsible for all transportation to and from school, and must provide school officials with assurance that he/she will provide before and after-school care for the student.

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
approved: June 15, 2004 Manhattan Beach, California  
revised: January 24, 2007  
reviewed: September 5, 2007  
reviewed:



**G. BOARD BUSINESS**

6. **TITLE:** Receive for First Reading and Adoption **REVISED** Board Policy 6146.4, Differential Graduation and Competency Standards for Students with Disabilities

**BACKGROUND:** Manhattan Beach Unified School District Board Policy 6146.4, Differential Graduation and Competency Standards for Students with Disabilities, is presented for Board approval. This policy has been updated to reflect **NEW LAW (ABX4 2)** which exempts, beginning with 2009-10 school year, students with disabilities from the requirement to pass the exit examination as a condition of receiving a diploma. See AR 6162.52 - High School Exit Examination for specific language regarding exemptions and waivers. The policy also is revised to specify that students with disabilities will be provided with a course of study that provides them with a free appropriate public education in accordance with their individualized education program.

**FINANCIAL IMPACT:** None

**ACTION RECOMMENDED:** Receive for First Reading and Adoption **REVISED** Board Policy 6146.4, Differential Graduation and Competency Standards for Students with Disabilities

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

**DATE OF MEETING:** May 5, 2010

**AGENDA NOTE**

**AGENDA NOTE**

**AGENDA NOTE**

**Instruction**

**DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR STUDENTS WITH DISABILITIES**

*The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate **goals, standards and assessments**, as well as **any appropriate individual** the accommodations that may be required for students with exceptional needs for measuring the academic achievement and functional performance of the student on state and districtwide assessments.*

~~(cf. 6011 - Academic Standards)~~

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

~~(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)~~

~~(cf. 6162.51 - Standardized Testing and Reporting Program)~~

~~(cf. 6162.52 - High School Exit Examination)~~

~~(cf. 6164.4 - Identification of Individuals for Special Education)~~

**Certificate of Educational Achievement or Completion**

~~No student shall be classified as eligible for differential standards of proficiency for the purpose of circumventing the legal requirement to maintain academic eligibility for extracurricular or co-curricular activities. (Education Code 35160.5)~~

~~(cf. 6145 - Extracurricular and Co-curricular Activities)~~

**High School Diploma and Certificate of Educational Achievement/ Completion**

~~Beginning in 2003-2004, a student with exceptional needs may be awarded a high school diploma upon satisfactory completion of the course of study specified in his/her IEP and upon completion of the high school exit exam. The high school exit exam shall be administered in accordance with requirements and accommodations as specified in the student's IEP.~~

~~(cf. 6162.5 - Student Assessment)~~

~~All students subject to the requirements of the high school exit exam shall receive "adequate notice" as specified in law and Board policy. (Education Code 48980, 60850)~~

**Instruction**

**DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR STUDENTS WITH DISABILITIES**

~~(cf. 5145.6—Parental Notifications)  
(cf. 6146.1—High School Graduation Requirements)~~

Instead of a high school diploma, a student with exceptional needs may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. Satisfactorily completed a prescribed alternative course of study approved by the ~~Governing~~ Board of the district in which the student attended school or the district with jurisdiction over the student as identified in his/her IEP
2. Satisfactorily met his/her goals and objectives during high school as identified ~~in~~*by* his/her IEP *team*
3. Satisfactorily attended high school, participated in the instruction as prescribed in his/her IEP, and met the objectives of the statement of transition services

~~(cf. 5127—Graduation Ceremonies and Activities)  
(cf. 6146.1 - High School Graduation Requirements)~~

~~In accordance with Education Code 56391, A student with exceptional needs *disabilities* who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without exceptional needs *disabilities* would be eligible to participate. (Education Code 56391)~~

~~(cf. 5127 - Graduation Ceremonies and Activities)~~

Legal Reference:

EDUCATION CODE

~~35160.5—Extracurricular and co-curricular activities; differential standards~~

~~48980—Parental notifications~~

~~56000—Education of individuals with exceptional needs~~

56341 Individualized education program team

56345 Elements of the IEP

56390-56393 Certificate of completion, special education

**Instruction**

**DIFFERENTIAL GRADUATION AND COMPETENCY  
STANDARDS FOR STUDENTS WITH DISABILITIES**

60850-608569 High school exit exam

CODE OF REGULATIONS, TITLE 5

3070 Graduation

UNITED STATES CODE, TITLE 20

1412 ~~1400-1482~~ Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.756818 Individuals with Disabilities Education Act, *especially:*

*300.320 Definition of IEP*

Management Resources:

~~FEDERAL REGISTER~~

~~34 CFR 300.a Appendix A to Part 300—Questions and Answers~~

~~34 CFR 300.a1 Attachment 1: Analysis of Comments and Changes~~

~~CDE COMMUNICATIONS~~

~~2001.0314 Proficiency Standards and High School Exit Exam~~

~~WEB SITES~~

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

US Department of Education, Office of Special Education and Rehabilitative Services:

<http://www.ed.gov/offices/OSERS>

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: September 5, 2007 Manhattan Beach, California

revised:

**G. BOARD BUSINESS**

7. **TITLE:** Receive for first reading and adoption **REVISED** Board Policy 6173.1, Education for Foster Youth and review of **REVISED** Administrative Regulation 6173.1, Education for Foster Youth

**BACKGROUND:** Manhattan Beach Unified School District **REVISED** Board Policy 6173.1, Education for Foster Youth, and **REVISED** Administrative Regulation 6173.1, Education for Foster Youth, are presented for Board adoption and review. The Policy has been updated to reflect the multiple challenges facing foster youth, adds language on strategies for building students' feelings of connectedness with the school, and inserts language on the monitoring of suspension/expulsion rates to program evaluation. The regulation has been revised to (1) expand role of district liaison to include monitoring of students' progress, (2) require regular monitoring of district liaison's caseload, (3) add a section on "Applicability of Graduation Requirements" reflecting **NEW LAW (AB 167)** which exempts foster youth who transfer in grades 11-12 from locally established graduation requirements, (4) add another section on "Grades/Credits," and (5) finally, add a section on "Eligibility for Extracurricular Activities" reflecting **NEW LAW (AB 81)** which makes foster youth who change residences immediately eligible for interscholastic sports or other extracurricular activities in the new district.

**FINANCIAL IMPACT:** None

**ACTION RECOMMENDED:** Receive for first reading and adoption **REVISED** Board Policy 6173.1, Education for Foster Youth and review of **REVISED** Administrative Regulation 6173.1, Education for Foster Youth

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

**DATE OF MEETING:** May 5, 2010

**Instruction**

**EDUCATION FOR FOSTER YOUTH**

The Governing Board recognizes its obligation to ensure that foster youth have access to the academic resources, services and extracurricular and enrichment activities that are available to district students. *that foster youth may be at greater risk for poor academic performance due to their family circumstances, disruption of their educational program, and emotional, social, and other health needs.* The district shall provide *such* students in foster care within the district with *full* access to *the district's* educational opportunities *program* and other *support* services necessary to help such students *assist them in* achieving *state and* the district's performance *district academic* standards.

- (cf. 5131.6 - Alcohol and Other Drugs)*
- (cf. 5147 - Dropout Prevention)*
- (cf. 5149 - At-Risk Students)*
- (cf. 6011- Academic Standards)*
- (cf. 6145 - Extracurricular and Cocurricular Activities)*
- (cf. 6145.2 - Athletic Competition)*
- (cf. 6164.2 - Guidance/Counseling Services)*
- (cf. 6173 - Education for Homeless Children)*
- (cf. 6179 - Supplemental Instruction)*

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. ~~The district's liaison for foster youth shall be the Superintendent or designee.~~ *To that end, he/she shall designate a staff person as a district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.*

*The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training regarding the enrollment, placement, and rights of foster youth.*

- (cf. 4131 - Staff Development)*
- (cf. 4231 - Staff Development)*
- (cf. 4331 - Staff Development)*

*The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build students' feelings of connectedness with the school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of students' resiliency and*

**Instruction**

**EDUCATION FOR FOSTER YOUTH**

*interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.*

- (cf. 0410 - Nondiscrimination in District Programs and Activities)*
- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 5131 - Conduct)*
- (cf. 5137 - Positive School Climate)*
- (cf. 5138 - Conflict Resolution/Peer Mediation)*
- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.9 - Hate-Motivated Behavior)*
- (cf. 6020 - Parent Involvement)*

*To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with **local agencies including, but not limited to**, the county placing agency and other appropriate agencies to ensure maximum utilization of available funds and to meet the educational needs of foster youth within the district. **social services, probation officers, juvenile court officers, nonprofit organizations, and advocates. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.***

- (cf. 1020 - Youth Services)*
- ~~*(cf. 1400 - Relations between Other Governmental Agencies and the Schools)*~~
- ~~*(cf. 5141.6 - Student Health and Social Services)*~~

*The Superintendent or designee shall regularly report to the Board on the educational outcomes of foster youth enrolled in the district including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates.*

- (cf. 0500 - Accountability)*
- (cf. 5123 - Promotion/Acceleration/Retention)*
- (cf. 5144.1 - Suspension and Expulsion/Due Process)*
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*
- (cf. 6162.51 - Standardized Testing and Reporting Program)*
- (cf. 6162.52 - High School Exit Examination)*

Legal Reference:  
EDUCATION CODE  
32228-32228.5 *Student safety and violence prevention*

**Instruction**

**EDUCATION FOR FOSTER YOUTH**

- 42920-42925 Foster children educational services
- 48645.4 -~~48646~~ Juvenile court schools
- 48850-48859 Educational placement of students residing in licensed children's institutions
- 49061 Student records
- 49069.5 Foster care students transfer of records
- 49076 Access to student records
- 51225.3 High school graduation*
- 56055 Rights of foster parents in special education
- 60851 High school exit examination*
- HEALTH AND SAFETY CODE**
- 1522.41 Training and certification of group home administrators*
- 1529.2 Training of licensed foster parents*
- WELFARE AND INSTITUTIONS CODE**
- 300 Children subject to jurisdiction
- 309 Investigation and release of child
- 361 Limitations on parental or guardian control
- 366.27 Educational decision by relative providing living arrangements
- 602 Minors violating law; ward of court
- 726 Limitations on parental or guardian control
- 727 Order of care, ward of court
- 16000-16014 Foster care placement*
- UNITED STATES CODE, TITLE 29**
- 794 Rehabilitation Act of 1973, Section 504*
- UNITED STATES CODE, TITLE 42**
- 670-679b Federal assistance for foster care programs*
- 11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

**CSBA PUBLICATIONS**

*Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008*

**AMERICAN BAR ASSOCIATION PUBLICATIONS**

*Mythbusting: Breaking Down Confidentiality and Decision-Making Barriers to Meet the Education Needs of Children in Foster Care, 2005*

**CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS**

*Our Children: Emancipating Foster Youth, A Community Action Guide*

**WEB SITES**

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



**Instruction**

**EDUCATION FOR FOSTER YOUTH**

California Department of Education, Foster Youth Services Program:

<http://www.cde.ca.gov/spbranch/ssp/fysprfa/fysrfa.htm>

California Department of Social Services, Foster Youth Ombudsman Office:

<http://www.fosteryouthhelp.ca.gov>

*California Youth Connection: <http://www.cal youthconn.org/site/cyc>*

*Cities, Counties and Schools Partnership: <http://www.ccs partnership.org>*

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: September 5, 2007 Manhattan Beach, California

revised:

**Instruction**

**EDUCATION FOR FOSTER YOUTH**

**Definitions**

Foster youth means a child who has been subject to one of the following: (Education Code 48853.5)

1. Has been removed from his/her home pursuant to Welfare and Institutions Code 309 (~~investigation and release of child~~ *temporary custody*)
2. Is the subject of a petition filed under Welfare and Institutions Code 300 or 602 (jurisdiction of juvenile court) (~~minors ward of court, violating law~~)
3. Has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 727.

School of origin means the school that the foster youth attended when permanently housed or the school in which the student was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, determine, in the best interest of the foster youth, the school of origin. (Education Code 48853.5)

Best interest means a placement that ensures that the youth is placed in the least restrictive educational program and has access to academic resources, services, and extracurricular and enrichment activities that are available to district students. (Education Code 48853)

**District Liaison**

The Superintendent or designee designates the following position as the district liaison for foster youth: (Education Code 48853.5)

Executive Director of Student Services  
325 S. Peck Avenue  
Manhattan Beach, CA 90266  
310-318-7345

**Instruction**

**EDUCATION FOR FOSTER YOUTH**

(cf. 6173 - Education for Homeless Children)

The district's liaison for foster youth shall: ~~(Education Code 48645.5, 48853.5)~~

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care *(Education Code 48853.5)*

~~(cf. 1400 - Relations between Other Governmental Agencies and the Schools)  
(cf. 5141.6 - Student Health and Social Services)~~

~~2. Assist foster youth when transferring from one school to another or from one district to another in~~ Ensure proper transfer of credits, records, and grades, including ensuring that records reflect full or partial credit for courses taken *when students in foster care transfer from one school to another or from one district to another (Education Code 48853.5, 48645.5)*

~~(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 5125 - Student Records)  
(cf. 6146.3 - Reciprocity of Academic Credit)~~

*3. As necessary, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)  
(cf. 6164.6 - Identification and Education Under Section 504)*

*4. Ensure that students in foster care receive appropriate school-based services, such as supplemental instruction, counseling, or after-school services*

*(cf. 5141.6 - School Health Services)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 5149 - At-Risk Students)  
(cf. 6164.2 - Guidance/Counseling Services)  
(cf. 6172 - Gifted and Talented Student Program)  
(cf. 6174 - Education for English Language Learners)  
(cf. 6177- Summer School)  
(cf. 6179 - Supplemental Instruction)*

**Instruction**

**EDUCATION FOR FOSTER YOUTH**

*5. Develop protocols and procedures so that district staff, including principals, school registrars, and attendance clerks, are aware of the requirements for the proper enrollment, placement, and transfer of foster youth*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*6. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations, and advocates to help coordinate services for the district's foster youth*

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*7. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in Board policy*

*The Superintendent or designee shall regularly monitor the caseload of the district liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.*

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 4315 - Evaluation/Supervision)*

**Enrollment**

A foster youth placed in a licensed children's institution or foster family home shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

*(cf. 6159 - Individualized Education Program)*

*(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)*

**Instruction****EDUCATION FOR FOSTER YOUTH**

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program.

*(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)*

3. *At the initial placement or any subsequent change in placement*, the student is entitled to remain in his/her school of origin, as defined above, *for the remainder of the academic school year pursuant to Education Code 48853.5.*

~~At the initial detention or placement, or any subsequent change in placement of a foster youth, the district shall allow the student to continue his/her education in the school of origin for the duration of the academic school year. However,~~ The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interest. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agree that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The youth shall be immediately enrolled even if he/she has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to produce records, such as academic, medical, or proof of residency, or clothing normally required for enrollment. (Education Code 48853.5)

*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*

**Instruction****EDUCATION FOR FOSTER YOUTH**

Within two business days of enrollment, the liaison shall contact the school last attended by the student to obtain all academic and other records. Upon receiving a request from a new school, the liaison for the school last attended shall provide all records within two business days of receiving the request. (Education Code 48853.5)

If a ~~parent/guardian~~ **person with the right to make educational decisions for a foster youth** or foster youth disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within 30 days of receipt of the appeal. Within 30 days of receipt of the Superintendent's decision, the ~~parent/guardian~~ **person with the right to make educational decisions for a foster youth** or foster youth may appeal that decision to the Governing Board. The Board shall consider the issue at its next regularly-scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

**Applicability of Graduation Requirements**

*When a foster youth in grade 11 or 12 transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all coursework and other graduation requirements adopted by the Board that are in addition to the statewide coursework requirements specified in Education Code 51225.3 and the high school exit examination, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school while he/she remains in foster care. (Education Code 51225.3, 60851)*

*The Superintendent or designee shall notify any student who is granted an exemption and, as appropriate, the person holding the right to make educational decisions for the student if any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.3)*

*(cf. 6146.1 - High School Graduation Requirements)  
(cf. 6162.52 - High School Exit Examination)*

**Instruction**

**EDUCATION FOR FOSTER YOUTH**

**Grades/Credits**

*Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)*

*1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school*

*2. A verified court appearance or related court-ordered activity*

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

**Eligibility for Extracurricular Activities**

*A foster youth who changes residences pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

**G. BOARD BUSINESS**

1. **TITLE:** Receive for Board approval REVISED Board Policy 6111, School Calendar

**BACKGROUND:** Manhattan Beach Unified District Board Policy 6111, School Calendar is presented for Board approval. The policy has been updated to reflect **NEW LAW (ABX4 2)** which authorizes a district, upon agreement with employee organizations, to reduce the school year through 2012-13 by up to five days of instruction without incurring financial penalties from the state.

**FINANCIAL IMPACT:** None

**ACTION:** Receive for Board approval REVISED Board Policy 6111, School Calendar

**PREPARED BY:** Dr. Beverly Rohrer, Superintendent

**DATE OF BOARD MEETING:** May 5, 2010

**AGENDA NOTE**

**AGENDA NOTE**

**AGENDA NOTE**



## REVISED POLICY

MBUSD

BP 6111(a)

### Instruction

#### SCHOOL CALENDAR

~~The Superintendent or designee shall recommend to~~ For each school year, the Governing Board shall adopt a calendar ~~for each school~~ that will meet the requirements of law as well as the needs of the community, students and the work year as negotiated ~~for represented personnel~~ with the district's employee organization(s). As appropriate, the Superintendent or designee shall ensure that the proposed calendar is aligned with assessment and accountability schedules in order to support the district's goals for student achievement.

*(cf. 0200 - Goals for the School District)*  
*(cf. 4143/4243 - Negotiations/Consultation)*  
*(cf. 6162.51 - Standardized Testing and Reporting Program)*  
*(cf. 6162.52 - High School Exit Examination)*

Each school calendar shall show the beginning and ending school dates, legal and local holidays, **staff development days**, orientation ~~meeting~~ days, minimum days, vacation periods, and other pertinent dates.

*(cf. 6112 - School Day)*  
*(cf. 6115 - Ceremonies and Observances)*  
~~*(cf. 6117 - Year-Round Schedules)*~~  
*(cf. 6177 - Summer School)*

The district shall offer 180 days of instruction per school year, ***unless the district and employee organization(s) have negotiated to reduce the days of instruction in any school year through 2012-13 pursuant to the authorization in Education Code 42605.***

*(cf. 1431 - Waivers)*

Staff development days shall not be counted as instructional days.

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

Notification of the schedule of minimum days shall be sent to all parents/guardians at the beginning of the school year. If any minimum days are added to the schedule, the Superintendent or designee shall notify parents/guardians of the affected students as soon as possible and at least one month before the scheduled minimum day. (Education Code 48980)

*(cf. 5145.6 - Parental Notifications)*

## REVISED POLICY

MBUSD

BP 6111(a)

### Instruction

## SCHOOL CALENDAR

If a school will be used as a polling place on an election day, the Board shall determine whether to continue school in session, designate the day for staff training and development, or close the school to students and nonclassified staff. (Elections Code 12283)

(cf. 1400 - Relations Between Governmental Agencies and the Schools)  
(cf. 5113 - Absences and Excuses)

#### Legal Reference:

##### EDUCATION CODE

37200-37202 School calendar

37220-37223 Holidays

37252-37254.1 Summer school

~~37300-37307 Year-Round School Demonstration Project~~

~~37600-37672 Continuous school programs- year-round schools, especially:~~

37618 School calendar

37700-37711 Four-day week

41422 Schools not maintained for 175 days

41530-41532 Professional Development Block Grant

46200-46206 Incentives for longer instructional day and year

46300 Method of computing ADA

48980 Notice at beginning of term

##### REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

44579-44579.6 Instructional Time and Staff Development Reform Program

##### ELECTIONS CODE

12283 School closures, election days

##### COURT DECISIONS

*Butt v. State of California, (1992) 4 Cal 4th 668*

##### PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

*Davis Joint Unified School District, (1984) PERB Decision No. 474*

#### Management Resources:

##### WEB SITES

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

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

California Public Employment Relations Board: <http://www.perb.ca.gov>

Secretary of State's Office: <http://www.ss.ca.gov>

Policy  
adopted: September 5, 2007  
revised:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
Manhattan Beach, California

G. **BOARD BUSINESS**

2. **TITLE:** Receive for First Reading and Adoption Manhattan Beach Unified School District **REVISED** Board Policy 3580, District Records. Receive for Board review **REVISED** Administrative Regulation 3580, District Records.

**BACKGROUND:** Manhattan Beach Unified School District Board Policy 3580, District Records, is presented as a **REVISED POLICY** for first reading and adoption. The revised policy contains language reflecting **NEW LAW (AB 5)** which creates the California Electronic Discovery Act to make the procedural rules requiring disclosure of documents to the opposing party in litigation applicable to electronically stored information. The policy also directs the Superintendent or designee to consult with staff to create a document management system which includes a process for the storage and destruction of electronic materials, including a response to "litigation hold" requests.

The revised regulation is updated to clarify the definition of "records" pursuant to Title 5 regulations that must classified and retained by the district and to add legal requirements re: retention of electronic records or copies of records.

**FINANCIAL IMPACT:** None

**ACTION RECOMMENDED:** Receive for First Reading and Adoption Manhattan Beach Unified School District **REVISED** Board Policy 3580, District Records. Receive for Board review **REVISED** Administrative Regulation 3580, District Records.

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

**DATE OF MEETING:** May 5, 2010

**AGENDA NOTE**

**AGENDA NOTE**

**AGENDA NOTE**

**Business and Noninstructional Operations****DISTRICT RECORDS**

~~District records shall be developed, maintained, and disposed of in accordance with law and California Department of Education regulations.~~ *The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.*

(cf. 1340 - Access to District Records)  
(cf. 3440 - Inventories)  
(cf. 4040 - Employee Use of Technology)  
(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
(cf. 5125 - Student Records)  
(cf. 5125.1 - Release of Directory Information)

~~The Superintendent or designee shall establish regulations that define records which are permanent, optional, and disposable and specify how each type of record is to be maintained or destroyed. Any photographic, microfilm, or electronic copies of original records shall be permanently retained.~~

*The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.*

(cf. 0440 - District Technology Plan)  
(cf. 3516 - Emergencies and Disaster Preparedness Plan)  
(cf. 4040 - Employee Use of Technology)  
(cf. 9011 - Board Member Electronic Communications)

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, ~~or~~ loss, *or theft*.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
(cf. 5125 - Student Records)  
(cf. 5125.1 - Release of Directory Information)

**Business and Noninstructional Operations**

**DISTRICT RECORDS**

*The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.*

- (cf. 4131 - Staff Development)*
- (cf. 4231 - Staff Development)*
- (cf. 4331 - Staff Development)*

**Safe at Home Program**

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

- ~~*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*~~
- (cf. 5111.1 - District Residency)*
- (cf. 5141 - Health Care and Emergencies)*

Legal Reference:

EDUCATION CODE

- 35145 Public meetings
- 35163 Official actions, minutes and journal
- 35250-35255 Records and reports
- 44031 Personnel file contents and inspection
- 49065 Reasonable charge for transcripts

**CODE OF CIVIL PROCEDURE**

- 2031.010-2031.060 Civil Discovery Act, scope of discovery demand*
- 2031.210-2031.320 Civil Discovery Act, response to inspection demand*

GOVERNMENT CODE

- 6205-6211 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
- 6252-6265 Inspection of public records
- 12946 Retention of employment applications and records for two years

**MBUSD**

**BP 3580(c)**

**Business and Noninstructional Operations**

**DISTRICT RECORDS**

**PENAL CODE**

11170 Retention of child abuse reports

**CODE OF REGULATIONS, TITLE 5**

432 Varieties of pupil records

16020-16022 Records-general provisions

16023-16027 Retention of records

**Management Resources:**

**SECRETARY OF STATE PUBLICATIONS**

Letter re: California Confidential Address Program Implementation (SB 489), August 27, 1999

**WEB SITES**

California Secretary of State: <http://www.ss.ca.gov/safeathome>

**Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

adopted: March 2, 2006 Manhattan Beach, California

revised: September 5, 2007

revised:

**Business and Noninstructional Operations****DISTRICT RECORDS**

~~The Superintendent or designee shall ensure that appropriate computer software is used to safeguard any data stored on computers, including computers connected to networks. To further prevent the damage or theft of data, computers and related equipment, he/she shall maintain complete and accurate inventories, specify user responsibilities for damages, and provide appropriate supervision in areas where computers are used.~~

**Classification of Records**

*Records means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)*

*(cf. 1340 - Access to District Records)*

~~Before January 1, the Superintendent or designee shall review documents and papers originating during the prior school year's *records* and classify them as Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable). (5 CCR 16022)~~

Records of continuing nature (active and useful for administrative, legal, fiscal, or other purposes over a period of years) shall not be classified until such usefulness has ceased. (5 CCR 16022)

*An inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)*

*(cf. 3440 - Inventories)*

A student's cumulative record is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

*(cf. 5125 - Student Records)*

*When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254)*

**Business and Noninstructional Operations****DISTRICT RECORDS****Class 1 - Permanent Record (5 CCR 16023)**

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) Record and shall be retained indefinitely unless microfilmed, or maintained in another electronic format, in accordance with 5 CCR 16022: *(5 CCR 16023)*

## 1. Annual Reports

## a. Official budget

## b. Financial reports of all funds, including cafeteria and student body funds

## c. Audit of all funds

## d. Average daily attendance, including Period 1 and Period 2 reports

## e. Other major annual reports, including:

(1) Those containing information relating to property, activities, financial condition, or transactions

(2) Those declared by Governing Board minutes to be permanent

*(cf. 3100 - Budget)*

*(cf. 3452 - Student Activity Funds)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

## 2. Official Actions

a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions included by reference only

b. The call for and the result of any elections called, conducted, or canvassed by the Board

c. Records transmitted by another agency pertaining to its action with respect to district reorganization



**Business and Noninstructional Operations**

**DISTRICT RECORDS**

*(cf. 7214 - General Obligation Bonds)*  
*(cf. 9324 - Minutes and Recordings)*

3. Personnel Records

a. ~~Employees~~

***Class 1 (Permanent) records include*** all detailed records relating to employment, assignment, amounts and dates of service rendered, termination or dismissal of an employee in any position, sick leave record, rate of compensation, salaries or wages paid, ***and*** deductions or withholdings made and the person or agency to whom such amounts were paid. In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as Class 1 (Permanent) and the detailed records may then be classified as Class 3 (Disposable).

Information of a derogatory nature as defined in Education Code 44031 shall be Class 1 (Permanent) only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*  
*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*

4. Student *Records*

The records of enrollment and scholarship for each student required by 5 CCR 432, and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law *shall be classified as Class 1 (Permanent) records*. This includes any related policy of liability insurance except that these records cease to be Class 1 (Permanent) one year after the claim has been settled or the statute of limitations has run.

*(cf. 5111.1 - District Residency)*  
*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5143 - Insurance)*

5. Property Records

***Class 1 (Permanent) records include*** all detailed records relating to land, buildings, and equipment. In lieu of detailed records, a complete property ledger may be classified as Class 1 (Permanent). The detailed records may then be classified as Class 3 (Disposable) if the property

**Business and Noninstructional Operations****DISTRICT RECORDS**

ledger includes all fixed assets, an equipment inventory, and, for each piece of property, the date of acquisition, name of previous owner, a legal description, the amount paid, and comparable data if the unit is disposed of.

**Class 2 - Optional Records (5 CCR 16024)**

Any record considered *temporarily* worth keeping, but which is not a Class 1 record, may be classified as Class 2 (Optional) and shall be retained until it is reclassified as Class 3 (Disposable). If by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 *as specified in 5 CCR 16022*, all records of the prior year may be classified Class 2 (Optional) ~~until they are classified as required by 5 CCR 16022. Such classification must occur within one year.~~ *pending further review and classification within one year. (5 CCR 16024)*

**Class 3 - Disposable Records (5 CCR 16025, 16026, 16027)**

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) shall be classified as Class 3 (Disposable). These include, but are not limited to: detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent); and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions.

Class 3 (Disposable) records shall be destroyed during the third school year after ~~the later of the~~ following:

- ~~1. The completion of any legally required audit~~
- ~~2. The retention period required by any agency other than the State of California~~
- ~~3. The school year in which the records originated~~

*the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as Class 3 (Disposable). (5 CCR 16026, 16027)*

**MBUSD**

**AR 3580(e)**

**Business and Noninstructional Operations**

**DISTRICT RECORDS**

*(cf. 5113.2 - Work Permits)*

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

approved: March 2, 2006 Manhattan Beach, California

reviewed: September 5, 2007

reviewed:

G. **BOARD BUSINESS**

3. **TITLE:** Receive for Board review **REVISED** Administrative Regulation 4112.23, Special Education Staff.

**BACKGROUND:** Manhattan Beach Unified School District Administrative Regulation 4112.23, Special Education Staff, is presented as a **REVISED REGULATION** for Board review. This **MANDATED** regulation is updated to reflect **NEW TITLE 5 REGULATIONS** which (1) expand the added authorizations available for special education credential holders, including an autism authorization, and (2) establish the special education limited assignment teaching permit which allows a special education credential holder to serve outside his/her specialty area while completing the coursework for an added authorization in special education or an additional full specialty area in another special education area. The Regulation also reflects **NEW LAW (AB 239)** which authorizes holders of special education district internship credentials to provide classroom instruction to students with disabilities, not limited to students with mild and moderate disabilities. Further, the material on caseloads is expanded and moved into new section.

**FINANCIAL IMPACT:** None

**ACTION RECOMMENDED:** Receive for Board review **REVISED** Administrative Regulation 4112.23, Special Education Staff.

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

**DATE OF MEETING:** May 5, 2010

AGENDA NOTE    AGENDA NOTE    AGENDA NOTE    AGENDA NOTE

**Personnel**

**SPECIAL EDUCATION STAFF**

**Qualifications/Assignment of Special Education Teachers**

Any teacher assigned to serve students with disabilities shall possess ~~the~~ *an appropriate credential or other authorization* that *specifically* authorizes him/her to teach ~~the~~ *student with that* primary disability ~~of the students~~ within the program placement recommended in the student's individualized education program (IEP). (5 CCR 80046.5)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Special education teachers who teach core academic subjects shall possess the qualifications required by the No Child Left Behind Act. (20 USC 1401, 6319, 7801; 34 CFR 200.55-200.57; 300.18; 5 CCR 6100-6126)

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

*The Superintendent or designee may request the Commission on Teacher Credentialing (CTC) to issue a special education limited assignment teaching permit to authorize a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. In so doing, the district shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026. If the teacher has not yet obtained permanent status, the Superintendent or designee shall assign one or more experienced educators in the special education subject area(s) of the permit, who have at least three years of full-time teaching experience in each of the subject area(s) of the permit, to provide guidance and assistance to the permit holder. (5 CCR 80027.1)*

*The district may employ a person with an appropriate district internship credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district internship program. (Education Code 44325, 44326, 44830.3)*

(cf. 4112.21 - Interns)

**Caseloads**

~~The Superintendent or designee shall ensure that caseloads for special education teachers are~~

**Personnel**

**SPECIAL EDUCATION STAFF**

~~within the maximum caseloads established by law, collective bargaining agreements, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.~~

~~(cf. 0430—Comprehensive Local Plan for Special Education)~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 4141/4241—Collective Bargaining Agreement)~~

**Resource Specialists**

The ~~Governing Board~~ *district* shall employ certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to: (Education Code 56362)

1. Providing instruction and services for students whose needs have been identified in an ~~individualized education program (IEP)~~ and who are assigned to regular classroom teachers for a majority of the school day

A student shall not be enrolled in a resource specialist program for a majority of a school day without approval by the student's IEP team.

2. Providing information and assistance to students with disabilities and their parents/guardians

3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members

4. Coordinating special education services with the regular school programs for each student enrolled in the resource specialist program

5. Monitoring of student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team

6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life

~~The district's resource specialist program shall be under the direction of a resource specialist who possesses: (Education Code 56362)~~

**Personnel**

**SPECIAL EDUCATION STAFF**

- ~~1. A special education credential or clinical services credential with a special class authorization~~
- ~~2. Three or more years of teaching experience, including both regular and special education teaching experience~~
- ~~3. The demonstrated competencies required for a resource specialist as established by the Commission on Teacher Credentialing in 5 CCR 80070.8~~

~~No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Board may request a waiver from the State Board of~~

~~Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362; 5 CCR 3100)~~

~~(cf. 1431 Waivers)~~

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

*The district's resource specialist program shall be under the direction of a resource specialist who possesses the qualifications specified in Education Code 56362 and 5 CCR 80070.8. (Education Code 56362)*

**Teachers of Students with Autism**

A teacher whose preliminary Level I education specialist credential or other previously issued credential authorizes him/her to provide instruction to students with mild and moderate disabilities may be assigned to provide instruction to students with autism, provided that the teacher consents to the assignment and satisfies either of the following criteria prior to the assignment: (Education Code 44265.1)

1. The teacher has provided full-time instruction for at least one year prior to September 1, 2007, in a special education program that serves students with autism in accordance with their IEP and received a favorable evaluation or recommendation from the district or school to teach students with autism.

**Personnel**

**SPECIAL EDUCATION STAFF**

2. The teacher has completed a minimum of three semester units of coursework in the subject of autism offered by a regionally accredited institution of higher education.

The Superintendent or designee shall report teachers assigned under *the criteria specified in items #1 and 2* above conditions to the county office of education as part of the annual assignment monitoring pursuant to Education Code 44258.9. (Education Code 44265.1)

The Superintendent or designee may employ and assign a teacher to provide instruction to students age 3-4 who are diagnosed with autism if the teacher holds a valid preliminary Level I or clear Level II education specialist credential, is authorized to provide instruction to students with autism, and satisfies either of the criteria listed in items #1 and 2 above, except that the prior service shall have been with autistic students age 3-4 or the completed coursework shall have been in the subject of special education related to early childhood education. (Education Code 44265.2)

Verification of experience or coursework for any teacher of autistic students shall be maintained on file in the district or school office. (Education Code 44265.1, 44265.2)

**Caseloads**

*The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreements, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.*

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)*

*(cf. 1431 - Waivers)*



Personnel

**SPECIAL EDUCATION STAFF**

*The average caseload for language, speech, and hearing specialists shall not exceed 55 cases unless otherwise specified and reasons stated in the SELPA plan. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 shall not exceed 40. (Education Code 56363.3, 56441.7)*

Legal Reference:

EDUCATION CODE

44250-44279 Credentials, especially:

44256 Credential types, specialist instruction

44258.9 Assignment monitoring

44265-44265.99 Special education credential

~~44268 Clinical and rehabilitative services credential~~

**44325-44328 District interns**

56000-56865 Special education, especially:

56195.8 Adoption of policies

56361 Program options

56362-~~56362.5~~ Resource specialist program

~~56362.1 Caseload~~

~~56362.5 Resource specialist certificate of competence~~

~~56362.7 Bilingual crosscultural certificate of assessment competence~~

56363.3 Average caseload limits; *language, speech, and hearing specialists*

56441.7 Maximum caseload, students age 3-5

CODE OF REGULATIONS, TITLE 5

3051.1 Language, speech and hearing development and remediation; appropriate credential

3100 Waivers of maximum caseload for resource specialists

6100-6126 Teacher qualifications, No Child Left Behind Act

**80026 Declaration of need for fully qualified educators**

**80027.1 Special education limited assignment teaching permit**

80046-80046.1 Adapted physical education specialist

80046.5 Credential holders authorized to serve students with disabilities

80048-80048.6 7 Credential requirements and authorizations

80070.1-80070.8 Resource specialist certificate of competence

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:

1401 Definition of highly qualified special education teacher

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

**Personnel**

**SPECIAL EDUCATION STAFF**

- 300.8 Definition of autism
- 300.18 Highly qualified special education teachers
- 300.156 Special education personnel requirements

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Handbook on Developing and Implementing Early Childhood Special Education Programs and Services, 2001

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

*09-16 Approval of Additions to Title 5 Regulations Pertaining to Added Authorizations in Special Education, July 23, 2009*

*09-15 Approval of Amendments to Title 5 Regulations Pertaining to General and Special Education Limited Assignment Teaching Permits, July 23, 2009*

08-13 Alternative Route to Provide Special Education Services to Students with Autism Ages Three and 4, October 9, 2008

08-10 Alternative Route to Provide Special Education Services to Students with Autism, July 7, 2008

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Standards of Quality and Effectiveness for Education Specialist Credential Programs (including University Internship Options) and Clinical Rehabilitative Services Programs, 1996

WEB SITES

California Association of Resource Specialists and Special Education Teachers:

<http://www.carsplus.org>

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

California Speech-Language-Hearing Association: <http://www.csha.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: October 20, 2004 Manhattan Beach, California

revised: September 5, 2007

revised: May 6, 2009

**G. BOARD BUSINESS**

4. **TITLE:** Receive for Board review **REVISED** Administrative Regulation 5113.2, Work Permits.

**BACKGROUND:** Manhattan Beach Unified School District Administrative Regulation 5113.2, Work Permits, is presented as a **REVISED REGULATION** for Board review. The Regulation is updated to revise circumstances under which a work permit is not required, as listed in the CDE's 2009 Work Permit Handbook. It is also revised to reflect **NEW LAW (AB 66)** which authorizes a principal, or other school administrator designated by the principal, to issue work permits under specified conditions and authorizes the Superintendent to revoke a work permit issued by the principal if he/she becomes aware of any grounds upon which the student may be deemed ineligible for a work permit.

**FINANCIAL IMPACT:** None

**ACTION RECOMMENDED:** Receive for Board review **REVISED** Administrative Regulation 5113.2, Work Permits.

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

**DATE OF MEETING:** May 5, 2010

**AGENDA NOTE**

**AGENDA NOTE**

**AGENDA NOTE**

**Students****WORK PERMITS**

*Before accepting employment, a student under the age of 18 who is subject to the state's compulsory attendance law, including students who have not yet graduated from high school or have not received a certificate of proficiency, shall obtain a work permit.*

*(cf. 5112.1 - Exemptions from Attendance)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)*

*The district may issue a permit authorizing employment while school is in session, including employment connected with a work experience education program pursuant to Education Code 51760-51769.5, to a minor student age 14-17. The district also may issue a permit to any minor age 12-17 to be employed during a regular school holiday, during a regular or specified occasional public school vacation, and when the student is exempt from compulsory school attendance because he/she arrived from another state within 10 days before the end of the school term pursuant to Education Code 48231. (Education Code 49111, 49113, 49160)*

*(cf. 6178.1 - Work Experience Education)*

*If a minor has obtained an offer of employment in the entertainment industry, he/she shall request a work permit from the California Department of Industrial Relations, Division of Labor Standards Enforcement, pursuant to Labor Code 1308.5 and 8 CCR 11752-11753.*

*A student shall not be required to obtain a work permit if he/she is self-employed; is working at odd jobs such as yard work and babysitting in private homes where he/she is not regularly employed; is a self-employed news carrier delivering newspapers to consumers on a regular route; is employed by his/her parent/guardian in domestic labor on or in connection with premises the parent/guardian owns, operates, or controls; or is otherwise exempted by law.*

**Persons Authorized to Issue Work Permits**

~~The Superintendent may, in writing, delegate the authority to issue work permits to an employee holding a services credential with a specialization in pupil personnel services or to a certificated work experience education teacher or coordinator. If the designee is not available, and delay in issuing a permit would jeopardize a student's ability to secure work, the Superintendent may authorize another person to issue the permit. (Education Code 49110)~~

*The following individuals are authorized to issue a work permit to a minor student in the district: (Education Code 49110)*

**Students**

**WORK PERMITS**

*1. The Superintendent*

*2. An employee holding a services credential with a specialization in pupil personnel services or a certificated work experience education teacher or coordinator, when authorized by the Superintendent in writing*

*3. A principal, or another school administrator designated by the principal, provided that he/she:*

*a. Provides a self-certification that he/she understands the requirements of law for issuing a work permit*

*b. Does not issue a work permit to his/her own child*

*If the person designated to issue work permits is not available and delay in issuing a permit would jeopardize a student's ability to secure work, the Superintendent may authorize another person to issue the permit. (Education Code 49110)*

The work permit shall contain: (Education Code 49115)

~~1. The student's name, age, birth date, address, and phone number~~

~~2. The place and hours of compulsory part-time school attendance, or statement of exemption, or the hours of compulsory full-time school attendance if the permit is issued for outside of school hours~~

~~3. The maximum number of hours per day and per week that the student may work while school is in session~~

~~4. The student's social security number~~

~~5. The signature of the student and the Superintendent or designee~~

~~6. The date on which the permit expires~~

**Approval Process**

*The student's parent/guardian, foster parent, caregiver with whom the student resides, or*

**Students**

**WORK PERMITS**

*residential shelter services provider shall file a written request for a work permit. (Education Code 49110)*

~~1. No work permit shall be issued until the student's parent/guardian, foster parent, with whom the student resides, or residential shelter services provider has filed a written request with the district. (Education Code 49110)~~

*The request for a work permit shall be submitted to the Superintendent or designee on a form approved by the California Department of Education (CDE). The Superintendent or designee shall have discretion to determine whether or not to issue the work permit.*

~~2. To help in determining the extent to which employment may be approved, the Superintendent or designee may inspect the student's records for evidence of satisfactory grades and school attendance, and may confer with at least one of the student's teachers regarding the student's motivation and maturity to maintain academic progress while working.~~

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

*In determining whether to approve a work permit, the Superintendent or designee shall verify the student's date of birth, the type of work permit to be issued, and whether the student meets any other criteria established by the Governing Board. The Superintendent or designee may inspect the student's records and/or may confer with at least one of the student's teachers for evidence of satisfactory grades and school attendance and to determine whether the student possesses the motivation and maturity to maintain academic progress while working.*

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

~~After issuing a work permit, the Superintendent or designee shall periodically inspect the student's scholastic and attendance records to ensure maintenance of academic progress.~~

*Minors shall not be approved to work in environments declared hazardous or dangerous for young workers or otherwise prohibited by child labor laws. (Labor Code 1290-1298; 29 CFR 570.33, 570.50-570.72)*

*The Superintendent or designee shall ensure that the requested work hours do not exceed the maximum work hours specified in law based on the student's age and whether the employment will occur while school is in session and/or not in session. (Education Code 49111, 49112, 49116; Labor Code 1391-1391.1; 29 CFR 570.35)*

**Students**

**WORK PERMITS**

*Full-time employment may be authorized for students age 14-17 only in accordance with Education Code 49130-49135.*

*(cf. 6184 - Continuation Education)*

*All work permits shall be issued in a format approved and authorized by the CDE. (Education Code 49117)*

*Each permit shall authorize work for a specific employer. Whenever a student changes employers, he/she shall request a new permit.*

*The student may be issued more than one work permit if he/she works concurrently for more than one employer, provided that the total number of hours worked does not exceed the total number of hours allowed by law and the district.*

*Whenever a work permit is issued by a principal or other designated school administrator, the principal or designee shall submit to the Superintendent a copy of each work permit he/she issues, along with a copy of the application. (Education Code 49110)*

*The Superintendent or designee shall periodically inspect the grades and attendance records of students granted work permits to ensure maintenance of academic progress and any additional criteria established in Board policy.*

**Expiration of Work Permits**

Work permits issued during the school year shall expire five days after the opening of the next succeeding school year. (Education Code 49118)

*Before the work permit expires, a student may apply for a renewed work permit in accordance with the procedures specified in the section "Approval Process" above.*

**Revocation of Work Permits**

The Superintendent or designee shall revoke a student's work permit whenever he/she determines that employment is impairing the student's health or education, that any provision or condition of the permit is being violated, or that the student is performing work in violation of law. (Education Code 49116, 49164)

**Students**

**WORK PERMITS**

*The Superintendent may revoke a work permit issued by a principal of a public or private school located within the district if the Superintendent becomes aware of any grounds upon which the student may be deemed ineligible for a work permit under law. (Education Code 49110)*

~~Permits to Work Part Time When School Is in Session~~

~~1. A student 16 or 17 years of age who has completed the equivalent of the seventh grade may receive a permit to work outside of school hours for no more than four hours on any day on which the student is required by law to attend school, with the following exceptions: (Education Code 49112, 49116)~~

~~a. The four-hour limit may be exceeded if the student is employed in a school-approved work experience or cooperative vocational education program or in personnel attendance occupations as defined in Industrial Welfare Commission Minimum Wage Order #15.~~

~~(cf. 6178.1—Work Experience Education)~~

~~b. A student may receive a permit to work outside of school hours for no more than eight hours on any day on which the student is required by law to attend school and which immediately precedes a nonschool day.~~

~~2. A student 14 or 15 years of age who has completed the equivalent of the seventh grade may receive a permit to work outside of school hours for no more than three hours on any school day and no more than 18 hours in any week. (Education Code 49112, 49116)~~

~~If enrolled in and employed pursuant to a school-supervised and school-administered work experience and career exploration program, a student 14 or 15 years of age may be employed for up to 23 hours a week, any portion of which may occur during school hours. (Education Code 49116)~~

~~3. A student who is 13 years old and has completed the sixth grade may receive a permit to work no more than two hours on any given day, and a maximum of four hours each week, provided that both of the following conditions are met: (Education Code 49112)~~

~~a. The student has been identified by the district as exhibiting the potential to drop out of school.~~



**Students**

**WORK PERMITS**

~~b. The student is participating in an employment program that is conducted on school premises and sponsored by one or more school districts to foster student appreciation of the importance of education in preparing for future employment and education.~~

~~Permits to Work Full Time When School Is In Session, Students 14 or 15 Years of Age~~

~~A permit to work full time may be issued to a student 14 or 15 years of age who has completed elementary school, provided that the permit expires no later than the end of the current school year and that one of the following circumstances exists: (Education Code 49130)~~

~~1. The parent/guardian presents a sworn statement that the parent/guardian is incapacitated for labor through illness or injury or that, through the death or desertion of the father or mother, the family is in need of the student's earnings and that sufficient aid cannot be secured in any other manner.~~

~~2. The student is unable to reside with his/her family and needs the earnings for his/her own support.~~

~~3. The student is residing with a foster care provider, or a guardian receiving foster care funds for the student, provided that:~~

~~a. The provider or guardian obtains written authorization from the student's social worker, probation officer, or child protective services worker acting as an officer of the court~~

~~b. The student's case plan documents that the purpose of the employment is to further the goal of emancipation pursuant to law, or to enable the student to learn necessary skills, habits, and responsibilities related to maintaining employment~~

~~The Superintendent or designee shall sign a statement that he/she has investigated the conditions under which the work permit application has been made and has judged that the student's earnings are necessary for the student's support and that sufficient aid cannot be secured in another manner. If issuing a work permit subject to circumstance in item #3 above, the Superintendent or designee shall sign a statement that he/she has received authorization from the student's social worker, probation officer, or child protective services worker. (Education Code 49130)~~

~~No permit to work full time may be granted until the Superintendent or designee has received, examined, approved, and filed the following documents: (Education Code 49133)~~

**Students**

**WORK PERMITS**

- ~~1. The student's school record, including age, grade and attendance for the current term, signed by the principal or teacher~~
- ~~2. Evidence of sufficient age, such as a birth certificate, passport or affidavit of the student's age, signed by the parent/guardian~~
- ~~3. A written statement from the prospective employer stating that work is waiting for the student and describing the nature of the work~~

~~A student who applies for a full time work permit pursuant to the above circumstances shall be duly enrolled in a work experience education program. (Education Code 49130)~~

~~Permits to Work When School Is Not in Session~~

~~Students over age 12 and under age 18 may receive a permit to work on a regular school holiday, during a regular or specified occasional public school vacation, and when the student is exempt from compulsory school attendance because he/she arrived from another state within 10 days before the end of the school term pursuant to Education Code 48231. (Education Code 49111)~~

**Retention of Records**

The Superintendent or designee shall retain a copy of the work permit application and the work permit until the end of the fourth year after the work permit was issued. (5 CCR 16026)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

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

E. **CONSENT ITEM**

11. **TITLE:** Approve Lease Agreement for Use of School Property Between Manhattan Beach Unified School District and the Manhattan Beach Athletic Foundation/PSManhattan

**BACKGROUND:** This lease provides for the Manhattan Beach Athletic Foundation/PSManhattan to utilize district facilities for summer school educational and physical fitness programs in the public interest on a non-profit basis.

The programs will not result in additional costs to the District.

**ACTION RECOMMENDED:** Approve Lease Agreement for Use of School Property between Manhattan Beach Unified School District and the Manhattan Beach Athletic Foundation/PSManhattan

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** May 5, 2010

LEASE AGREEMENT FOR USE OF SCHOOL PROPERTY

BETWEEN THE

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

AND

THE MANHATTAN BEACH ATHLETIC FOUNDATION/  
PSMANHATTAN

GOVERNING THE OPERATION OF SUMMER SCHOOL  
EDUCATIONAL AND PHYSICAL FITNESS PROGRAMS  
AND THE RENTAL AND USE OF  
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT FACILITIES  
FOR PSMANHATTAN SUMMER PROGRAMS

THIS AGREEMENT, made and entered into on the \_\_\_\_ day of May 2010, by and between the MANHATTAN BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as the District, and MANHATTAN BEACH ATHLETIC FOUNDATION/PSMANHATTAN, a California nonprofit corporation, hereinafter referred to as PSmanhattan.

**WITNESSETH**

**WHEREAS**, District is the owner of certain Mira Costa High School consisting of real property and facilities located at 1401 Artesia Blvd., Manhattan Beach, CA 90266 (“School Site”);

**WHEREAS**, pursuant to Sections 38132, 38133, and 38134 of the California Education Code and Board policy of the District, provisions are made for use of buildings and grounds of public school districts for educational and physical fitness purposes in the public interest;

**WHEREAS**, PSmanhattan desires to conduct such educational and physical fitness programs in the public interest on a non-profit basis;

**WHEREAS**, the District has determined that such programs will not result in additional costs to the District; and

**WHEREAS**, District and PSmanhattan desire to enter into a mutually beneficial arrangement for PSmanhattan’s use of the District facilities at the School Site to operate PSmanhattan’s educational and physical fitness programs program.

**NOW, THEREFORE**, the District and PSmanhattan agree as follows;

1. GRANT OF USE OF DISTRICT FACILITIES

1.1 The District does hereby agree to allow PSmanhattan the use of certain buildings, fields, stadium, parking, restrooms, offices and grounds of the District at the School Site, more particularly described in Schedule A attached hereto (the “Facilities”).

1.2 Such Facilities are to be used by PSmanhattan for the purpose of conducting high school summer educational classes and physical fitness programs, and other related uses (“Program”). All uses of the Facilities by PSmanhattan shall be consistent with the use of the Facilities by the District for school purposes and comply with all federal, state, and local regulations.

- 1.3 Understood in the above is that the District itself may conduct state-reimbursed programs on the Facilities. The District reserves the right to use said Facilities, or to allow the Facilities to be used by others at all times. District may permit another person or entity to use the Facilities pursuant to the "Civic Center Act" (Education Code section 38130 et seq.) Access under the Civic Center Act will be coordinated with the PSmanhattan's use of the Facilities.
- 1.4 PSmanhattan recognizes that the all or a portion of the Facilities may need to be closed from time to time in the interest of public safety, construction, or for repairs or routine maintenance. District shall give PSmanhattan notice of the need to close Facilities as far in advance as possible in the event of any closure. PSmanhattan shall immediately notify District of any conditions necessitating a closure of the Facilities or any portion thereof. The District shall use its best efforts to coordinate the closing of the Facilities with PSmanhattan's use thereof.
- 1.5 PSmanhattan will have access to the Facilities Monday through Friday from 7:00 a.m. to 4:00 p.m. Modifications to this schedule of use may only be made with the prior written consent of the District.

## 2. TUITION AND FEES

PSmanhattan may collect tuition and other fees from all students who enroll in the Program offered by PSmanhattan, and the determination of such fees shall be in the sole discretion of PSmanhattan, to the end that such charges will be sufficient to cover all expenditures made by PSmanhattan in conducting the Program.

## 3. SCHEDULE OF CHARGES AND BILLING PROCEDURES

- 3.1 For and in consideration of the use of the Facilities, PSmanhattan agrees to pay the District fees in accordance with the schedule of charges attached hereto as Schedule B and hereby made a part of this Agreement ("Facility Fees").
- 3.2 The Facility Fees set forth in Schedule B represent sufficient fees to cover the costs to the District resulting from the use of the Facilities by PSmanhattan, including the use and maintenance of restrooms, utilities, textbooks, library facilities and support, technology support, and normal custodial/maintenance services and supplies. All custodians or maintenance employees, use of textbooks, technology support services, and library support services shall be provided to PSmanhattan by the District in exchange for the applicable Facility Fee indicated on Schedule B, if any. Any employees required for such services shall be employed and supervised by the District.
- 3.3 PSmanhattan agrees to reimburse the District for any damage to or theft of any equipment or other personal property that occurs as a direct result of the use of the Facilities by PSmanhattan pursuant to this Agreement.
- 3.4 At the end of the Term (as defined below) or upon earlier termination of this Agreement by either party, the District shall send PSmanhattan an invoice, itemizing the total charges for the use of the Facilities calculated according to the schedule of Facilities Fees set forth in Schedule B. PSmanhattan shall pay the invoice to the District within thirty (30) days of receipt.

## 4. RESPONSIBILITIES

- 4.1 PSmanhattan will be solely responsible for determining and administering the

Program offered by it pursuant to this Agreement. PSmanhattan shall be responsible for the collection of all tuition, fees, and other costs. Additionally, all academic, administrative, and secretarial personnel shall be selected and employed by PSmanhattan and such employees will be subject to PSmanhattan's sole direction and control. PSmanhattan also shall be responsible for hiring sufficient security personnel to provide adequate security for the Facilities and students during the hours PSmanhattan is using the Facilities. When appropriate, and to the extent feasible, PSmanhattan, in hiring employees for its Program, will give preference to qualified administrators, teachers, and security personnel currently employed by the District. PSmanhattan shall be responsible for all costs of such personnel imposed by law and/or contract.

- 4.2 PSmanhattan appoints Gary Wayland as the Program Coordinator and Paula Spence as the Academic Liaison and further agrees that he/she will meet with the District to collaborate on the use of the Facilities and to work out a systematic and effective record-keeping system for the distribution of textbooks to students attending PSmanhattan summer classes. All such distributions must be approved in writing by the site principal. All Program requisitions must be signed by Paula Spence and approved by Gary Wayland.
- 4.3 During the Term of this Agreement, PSmanhattan shall maintain the Facilities in a good condition consistent with the condition existing at the time of delivery. PSmanhattan acknowledges and accepts the Facilities in an "AS IS" condition. PSmanhattan shall not be required to reimburse District for the cost of repairs to the Facilities unless such repair is required because of the negligence or willful misconduct of PSmanhattan or its employees, agents, or invitees in which event necessary repairs or replacements shall be charged to PSmanhattan.
- 4.4 PSmanhattan shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements for its employees, contractors and consultants described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code, § 1500 et seq.). PSmanhattan shall provide written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements to District prior to each individual's commencement of employment or participation in the Program and prior to permitting contact with any pupils.
- 4.5 PSmanhattan shall be responsible for supervision and control of the students enrolled in the Program and Facilities at all times when the Facilities are used by PSmanhattan:
  - 4.5.1 PSmanhattan shall have a full-time employee whose responsibilities shall include management of PSmanhattan's use, supervision responsibilities at the Facilities, and maintenance to the extent necessary, which person shall be deemed to be solely a PSmanhattan employee at all times and whose salary and other expenses shall be borne by PSmanhattan.

4.5.2 PSmanhattan shall provide additional qualified supervisors, attendants and/or other necessary personnel as needed during PSmanhattan's use of the Facilities. The salaries and other expenses of such personnel shall be borne by PSmanhattan.

4.5.3 PSmanhattan shall not install equipment on the Facilities without the prior written consent of District.

4.6 Prior to permitting any employee, consultant or contractor to have access to any District student under the terms of this Agreement, PSmanhattan shall require each such party to submit evidence of an examination within the past sixty (60) days to determine that he or she is free of active tuberculosis. PSmanhattan agrees to adhere to the tuberculosis test requirements of Education Code Section 49406 for each such party.

4.7 PSmanhattan shall, at PSmanhattan's expense, comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Facilities and the Program, and shall faithfully observe in PSmanhattan's use of the Facilities and operation of the Program all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in its use of the Facilities), all District policies, rules and regulations and all credentialing requirements for administrators and teachers.

## 5. CLASSES

5.1 PSmanhattan will conduct the summer school portion of its Program beginning June 28, 2010, and ending August 5, 2010. The physical fitness and related classes portion of its Program will begin June 28, 2010, and end August 6, 2010. PSmanhattan will conduct the Program using the Facilities on the School Site. All courses offered by the Program will meet the state-mandated requirements to ensure that all courses offered are eligible for high school credit.

5.2 If, when Program enrollment closes, the average number of students enrolled in all classes is fewer than twenty-five (25) students per class, PSmanhattan reserves the right to cancel classes with fewer than twenty-five (25) students until the average enrollment for all classes is at least twenty-five (25) students. Such determination is at the sole discretion of PSmanhattan.

5.3 All Program curriculum offered during the Term of this Agreement must meet the approval of the District. PSmanhattan agrees to meet with the District designee to determine a systematic and effective record-keeping and issuance system for recording of student grades and credits. PSmanhattan shall release summer school and physical fitness student grades and credits to the District designee as soon as possible after the end of the first and second semesters for each course.

## 6. INSURANCE AND INDEMNIFICATION

6.1 PSmanhattan shall, at its expense, obtain and keep in force during the Term of this Agreement coverage for its employees, consultants, contractors and authorized agents for activities conducted in connection with this Agreement by maintaining in full force and effect insurance and/or self-insurance as follows:

6.1.1 Professional Liability coverage with limits of Three Million Dollars (\$3,000,000) per occurrence and an aggregate of Ten Million Dollars (\$10,000,000).

6.1.2 General Liability coverage with a limit of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).

6.1.3 Workers' Compensation coverage covering PSmanhattan full liability as required under State law.

6.1.4 Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement. It should be expressly understood, however, that the coverage required under this Section shall not in any way limit the liability of PSmanhattan.

6.1.5 PSmanhattan, upon the execution of this Agreement, shall furnish District with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to District of any cancellation of the above coverage.

6.2 PSmanhattan agrees to indemnify, defend, save, and hold harmless the District, its officers, employees, agents, and independent contractors from and against all manner of claim, demand, debt, lien, loss, damage or liability, cost or expense (including, but not be way of limitation, attorneys fees and costs actually incurred whether or not litigation has commenced), judgments or obligations, actions or causes of action whatsoever, for or in connection with, injury or damage (including, but not limited to death) to any person or property arising out of, or in connection with PSmanhattan's performance of this Agreement and its use and occupancy of the Facilities during the Term, except such injury or damage arising out of the willful misconduct or negligent act or omissions of the District.

6.3 The District agrees to indemnify, defend, save, and hold harmless PSmanhattan its officers, employees, agents, and independent contractors from and against all manner of claim, demand, debt, lien, loss, damage or liability, cost or expense (including, but not be way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property arising out of, or in connection with the use of the Facilities by the District or District officers, employees, contractors, agents, or licensees, except where such claims or suits arise out of the willful misconduct or negligent acts or omissions of PSmanhattan.

## 7. RIGHT OF TERMINATION

7.1 The District and/or PSmanhattan may terminate the Agreement due to a material breach of the terms and conditions herein upon fourteen (14) days written notice. This notice shall state the written basis of the termination, and each party shall have the right to cure the breach. If substantial efforts were made towards curing the breach, one extension of an additional fourteen (14) days may be granted for additional efforts to cure the breach.

7.2 Either party may terminate this Agreement by written notification thirty (30) days prior to the effective date of the termination. Neither party shall be required to provide just cause for termination in the written notification.



8. TERM OF AGREEMENT

This Agreement is effective beginning June 28, 2010, and ending August 6, 2010, along with the week immediately preceding the start of the Program and the week immediately succeeding the end of the Program ("Term").

9. MISCELLANEOUS

- 9.1 This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. Nothing in this Agreement shall be deemed to create an agency, employment, or partnership relationship between the parties. Neither party shall have the right to act for the other party or to bind or commit the other party in any way. Neither party shall have the right to supervise or direct functions of the other hereunder.
- 9.2 It is mutually agreed that the District has absolutely no authority of any kind concerning any matter, cause, or thing whatsoever in connection with the activities of PSmanhattan, that has not been specified in the Agreement.
- 9.3 Changes to the Agreement may be made by mutual written agreement of official representatives of the District and PSmanhattan.
- 9.4 All issues relating to this Agreement and the interpretation of this Agreement shall be governed exclusively by the laws of the State of California.
- 9.5 The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 9.6 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 9.7 This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 9.8 The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or the intention of the parties hereto.
- 9.9 Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
- 9.10 The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 9.11 Neither party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. Subcontracts or subleases may be entered into by PSmanhattan only with the written authorization of the District. Members of the general public and invitees of PSmanhattan who enter or use the Facilities as participants or users of the Program are considered "PSmanhattan" for purposes of determining and applying the rights and obligations of the parties as contained in this Agreement.

## 10. NOTICE

All notices, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- 10.1 Personal delivery: When personally delivered to the recipient, notice is effective on delivery.
- 10.2 Certified mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- 10.3 Overnight delivery: When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- 10.4 Facsimile transmission: When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purposes of giving notice are as follows:

### DISTRICT:

Manhattan Beach Unified School District  
Dr. Steve Romines  
Assistant Superintendent  
Administrative Services  
325 South Peck Avenue  
Manhattan Beach, CA 90266  
FAX: 310-303-3823

### INSTITUTE:

PSmanhattan  
Gary Wayland  
President  
Manhattan Beach Athletic Foundation  
1097 Aviation Blvd.  
Hermosa Beach, CA 90254  
Fax: 310-379-4523

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Either party may change its notice information by giving the other party notice of the change in any matter permitted by this Agreement.

## 11. CONFIDENTIALITY

PSmanhattan and all PSmanhattan's agents, consultants, contractors, personnel, and/or employees shall maintain the confidentiality of all information received in the course of performing under the terms of this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

- 11.1 During the term of this Agreement, PSmanhattan may receive from District, or may receive or create on behalf of District, certain confidential information ("CI"). PSmanhattan represents that it has in place policies and procedures that will adequately safeguard any CI it receives or creates, and PSmanhattan specifically agrees, on behalf of itself, its agents, consultants, contractors, personnel, and/or employees to safeguard and protect the confidentiality of CI consistent with applicable law.
- 11.2 The parties acknowledge that State and Federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties hereby specifically agree to take such action as is necessary to implement applicable requirements and laws relating to the security or confidentiality of CI.

IN WITNESS THEREOF, the authorized representative of the parties have made and executed this Agreement the day and year first written above.

MANHATTAN BEACH  
UNIFIED SCHOOL DISTRICT

MANHATTAN BEACH ATHLETIC  
FOUNDATION/PSmanhattan

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Dr. Steve Romines  
Assistant Superintendent,  
Administrative Services

Gary Wayland  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A

### DISTRICT FACILITIES TO BE USED BY PSMANHATTAN

The District Facilities are depicted generally on the diagram attached hereto, and are described generally as follows:

- \_\_\_ rooms
  - \_\_\_ offices
  - \_\_\_ storage room
  - \_\_\_ sets of restrooms
- Ongoing use of parking lot

SCHEDULE B

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Summer School 2010 Fee Schedule

Classrooms	High School	\$44/day
Custodial	\$29/day at 8 classes	(cleaned every other day)
Equipment Use	High School	\$595/summer
Textbook	High School	\$1,476/summer lump sum
Copiers	High School	Mira Costa Athletic Foundation/ Manhattan Beach Institute will reimburse MBUSD at a cost of \$ .007 per copy
IT Costs SIMS Usage	High School	Mira Costa Athletic Foundation/ Manhattan Beach Institute will reimburse MBUSD at a cost of \$1.00 per enrollee student
IT Costs Network Usage	High School	Mira Costa Athletic Foundation/ Manhattan Beach Institute will reimburse MBUSD at a cost of \$1.50 per enrolled student.

PSmanhattan will be invoiced one-time on a not to exceed basis of \$15,000.00.

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## Academic Classes

Semester One: Monday June 28 to Thursday July 15

Semester Two: Monday July 19 to Thursday August 5

(July 4th Holiday will be observed on July 2nd - No School)

Class Times: 8:00 AM to 1:30 PM; Nutrition Break: 10:15 AM —10:30 AM

## Activities/Physical Fitness Classes

Monday June 28 to Friday August 6

(July 4th Holiday will be observed on July 2nd - No School)

Class Times: After 2PM (Actual times will vary by activity so see class description.)

## THE MBAF SUMMER SCHOOL PROGRAM INFORMATION & POLICIES PAGE:

Start

Class Choices

Application

Payment Only

- Introduction
- General Information
- Policies
- Scholarships
- Tuition

Course  
Withdrawal  
Form pdf

Course  
Change  
Form pdf



© 2010 by MBAF  
Manhattan Beach  
Athletic Foundation  
PO Box 1585  
Manhattan Beach CA  
90267-1585  
E-mail (preferred):  
kathy@wvcpas.com  
Tel: 310.415.5827  
Fax: 310.379.4523

MBAF TAX ID:  
#02-0603467

Dear High School Student,

MBAF is pleased to present our exceptional Summer School program. If you have already participated in our program, you are aware that we provide an outstanding educational experience: quality instructors who will help you to advance to the next level of your high school career, whether you are repeating a class, seeking enrichment or hoping to accelerate academically. If you are new to our program, be prepared for a productive summer. At The MBAF Summer School Program, we care about the success of our students and we will do our utmost to help you succeed.

Please take some time to review the information carefully. We have changed the format of the academic program. The first three weeks of class will be Semester One and the second three weeks Semester Two. All Classes will be from 8:00 AM to 1:30 PM with a nutrition break of 15 minutes. **Instead of five days a week, classes will be held four days a week leaving Fridays free.** Pay special attention to the details regarding course descriptions and prerequisites and remember to fill out all the necessary application and medical emergency forms and return them to us no later than the date we have indicated.

We want to take this opportunity to thank you for selecting The MBAF Summer School Program. We look forward to working with you to reach your goals - an integral part of our school's mission. Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely  
Gary Wayland  
President, MBAF

• **GENERAL INFORMATION**

Summer School Program Information:

**E-mail (preferred):**

kathy@wvcpas.com

Tel: 310.415.5827

**The MBAF Summer School Program Mailing Address:**

**MBAF**

**P.O. Box 1585**

**Manhattan Beach, CA 90267-1585**

Mira Costa High School - Summer School Office:

(after June 28, 2009)

**Attendance Office**

**1401 Artesia Blvd.**

**Manhattan Beach, CA 90266**

Daily Office Hours:

**9:00 a.m. - 2:00 p.m.**

Summer Program Fax:

**310.379-4523**

**Student Code of Conduct:**

A safe and positive learning environment will be maintained on campus and in class. All state laws and school regulations regarding student rights and responsibilities are in effect during Summer School. We uphold a code of conduct that emphasizes the dignity of the individual and promotes an environment respectful of people of diverse backgrounds and belief systems. We expect students enrolled in our Summer School Program to follow this code. Only in such an atmosphere can students thrive and achieve their full potential. We therefore ask Summer School students to respect their peers' personal rights and property. Name-calling, theft, purposeful damage to others' belongings, bodily harm to a fellow student or Summer School staff member, and other instances of misconduct will not be tolerated. Each case will be handled on an individual basis by the Summer School principal. He will do so in a fair but swift manner. In the most serious cases, dismissal may be warranted. Whenever possible, parents will be notified of disciplinary problems and actions in a timely fashion. MBAF thanks Summer School students and their parents in advance for following our Code of Conduct and respecting the rights of others. We look forward to an enjoyable and productive summer session for all.



### **Program Changes:**

You may request a course change by completing and filing a Course Change Form (available on this website) on or before noon on the on the third day of the semester. The instructor of the class you are dropping must sign the Course Change Form (if the class is already in process), as must the student's parent. Completed forms are to be returned to the Summer School office. **(Note: Change of Course Fee: \$25.00)**

*Course  
Change  
Form .pdf*

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### **• POLICIES**

The academic requirements and policies of the MBAF Summer School Program are presented on this website. Please review them carefully. **YOU ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH THESE REGULATIONS.**

**Attendance Policy-Academic:** Please keep in mind that in this accelerated summer program, **one day of class is equivalent to a week of classes during the regular school year.** Failure to attend class regularly jeopardizes your chances for academic success. You will be dropped from your classes if you are absent from class for more than one day per semester class. (two semester class – two days). **There are no excused absences.** All absences count toward the **two days** (or one, if applicable) students are allowed, without exception. **Instructors may not authorize exceptions to the Attendance Policy.**

In addition to attending class regularly, **you must be punctual.** You will be considered **tardy** if you are not in your assigned seat by the beginning of class and after the break each day. **Four tardies are the equivalent of one absence.** If you exceed the maximum number of absences/tardies, you will automatically lose academic credit and will be dismissed from the Summer Program. **Under these circumstances, tuition and fees are forfeited.**

**Attendance Policy-Athletic:** To obtain credit for the semester you must follow the same attendance rules outlined under Academic Attendance. If more than one day absence is

anticipated, please inform the activity coach and no credit will be awarded.

**Credit (Academic):** Each semester course is equivalent to 5 High School credits. Successful completion of yearlong courses earns 10 High School Credits.

**Homework:** Homework should be purposeful and related to the subject studied. It is intended primarily to give the student added practice in acquiring skills, insights and understanding in a particular area of learning. Nightly homework requirements vary among classes and teachers. If a teacher does not provide a specific assignment, it is expected that students read, study or review for the class each night.

**Make-Up Exams:** If you miss an exam or other required course work during the summer session because of absence, you may make up the exam or assignment within one day of returning to school. **Arrangements to complete make-up work are your responsibility and must be made directly with your instructor.** All work must be completed by the last day of classes (1:30 PM on 08/06/2010). **There are no make-up days for final exams, nor may they be taken early. Instructors may not authorize exceptions to this rule.** Any extenuating circumstances will be handled by the principal, no later than the last day of class.

**Grade Reports:**

Report cards will be sent to your home address approximately one week after completion of classes. **If you are not a full-time Mira Costa High School student, you must give your report card to your home school so that the credits can be added to your permanent record. Any discrepancies must be reported immediately to the Summer School Principal.** The appeal or challenge deadline for disputed grades is **forty-five days after the closing of classes. No changes, adjustments or corrections will be made after that date.**

**Prerequisites:** You may not enter a course for which you do not have the prerequisite or its equivalent. Prerequisites are listed in the course descriptions. Instructors may not waive prerequisites within a department sequence and accept students into the next level. Please note the differentiation between original credit courses and review courses. Review courses require that the course has already been taken during

• **SCHOLARSHIPS:**

**MBAF will offer a limited number of scholarships for summer school classes under the following criteria:**

- **the student must be part of the National School Lunch Program**
- **only Review Classes are eligible**

To apply submit an application together with a letter of request addressed to:

**Manhattan Beach Athletic Foundation  
Attention Mrs. P. Spence  
P O Box 1585  
Manhattan Beach, CA 90267-1585**

**All scholarship requests must be postmarked no later than June 1, 2010.**

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• **TUITION**

**Each one semester course: \$250.00**

**Each two semester course: \$500.00**

**Each athletic activity: \$250.00 (Two time conflicted athletic activities = \$280.00)**

**Change-of-course fee \$25.00.**

**Returned Check/Denied Credit Card Charges \$25.00.**

**Lost textbooks \$100.00.**

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**E. CONSENT ITEM**

12. **TITLE:** Claim Rejection

**BACKGROUND:** A claim against public entity dated April 23, 2010 was received by the Manhattan Beach Unified School District on April 23, 2010 from Kaufman Kaufman & Miller LLP on behalf of a minor

**ACTION RECOMMENDED:** That the Board of Trustees of Manhattan Beach Unified School District reject this claim.

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** May 5, 2010

**E. CONSENT ITEMS**

13. **TITLE:** Gift Acceptance

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

We have received gifts from: Chevron .

**ACTION RECOMMENDED:** Accept with thanks, gifts from:  
Chevron

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** March 3, 2010

AGENDA NOTE    AGENDA NOTE    AGENDA NOTE

<b>Donor</b>	<b>Description</b>	<b>Site Donated To</b>
Chevron	\$300,000	Manhattan Beach Middle School

AGENDA NOTE    AGENDA NOTE    AGENDA NOTE



**R.K. (Rod) Spackman**  
Manager – Policy, Government & Public Affairs

**Chevron Products Company**  
**El Segundo Refinery**  
324 W. El Segundo Boulevard  
El Segundo, CA 90245  
Tel 310 615 5281  
Fax 310 615 5520  
rspackman@chevron.com

March 29, 2010

Dr. Beverly Rohrer  
Superintendent  
Manhattan Beach Unified School District  
325 South Peck Avenue  
Manhattan Beach, CA 90266

Dear Dr. Rohrer:

*Bew:*

On behalf of Chevron Corporation, I am pleased to enclose a charitable contribution in the amount of \$300,000.00 for support of The Chevron Futures Institute for the Advancement of Young Women in Science, Mathematics and Technology at Manhattan Beach Middle School.

In order for Chevron Corporation to comply with the Revenue Reconciliation Act of 1993, we ask that you acknowledge the attached charitable contribution within 15 days of receipt by completing and returning the attached form. The return address is noted on the lower right hand side of the form.

We at Chevron Corporation hope our support will help to ensure your continued success.

Sincerely,

*Rod Spackman*

R. K. (Rod) Spackman  
Manager – Policy, Government & Public Affairs

RKS:eae

Attachments

cc: J.A. Brunkhardt

**E. CONSENT CALENDAR**

1. **TITLE:** Correction to Previously Submitted California High School Exit Exam (CAHSEE) Waiver of Test Passage for Special Education Student.

**BACKGROUND:** Previous to the requirements of the CAHSEE, students currently being served under an Individualized Education Program (IEP) or Section 504 plan would usually be expected to graduate with a high school diploma. However, due to their level of achievement, some students need modifications to the test which are not allowed through current resolutions, because these modifications would invalidate the test score (5 CCR 1217, 1218, and 1219.5). In these specific cases, the LEA may request a waiver under the authority of *Education Code* Section 56101, from the SBE of “successful passage of the CAHSEE,” for those students who can show evidence of having completed and/or being successful in sufficient high school level coursework to complete a high school curriculum of sufficient rigor to have gained the skills and knowledge otherwise needed to pass the CAHSEE, and have also attained the equivalent of a passing score upon completing either the English/Language arts and/or mathematics sections of the CAHSEE test using modifications that are not allowed because they “fundamentally alter what the test measures” (as stated in 5 CCR 1217(c) or determined under the 5 CCR 1218 request process) thereby invalidating the student’s test score as provided by 5 CCR 1219.5.

Waiver approved at April 21, 2010 Board meeting had an erroneous student identification number.

**FINANCIAL IMPACT:** None.

**ACTION RECOMMENDED:** Having been reviewed by the Special Education Staff and Principal of Mira Costa High School, one student has been approved for submission through the CAHSEE Waiver policy and procedures. Please approve the application for a waiver for the student identified by number 920005743 as prescribed in *Education Code* Section 56101. The previously approved Board approval of waiver for student number 920006604 is to be disregarded.

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

**DATE OF MEETING:** May 5, 2010

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**



**E. CONSENT CALENDAR**

2. **TITLE:** Field Trip Request for Mira Costa High School students to participate in the UC Davis Model United Nations Conference on May 13-16, 2010

**BACKGROUND:** Mira Costa High School is requesting Board approval for thirty-six students and four chaperones to travel via airline and bus to Davis, California to participate in the eighth annual session of the UC Davis Model United Nations Conference on May 13-16, 2010. Accommodations will be at the Courtyard by Marriott. One day of school will be missed.

The students, escorted by Mira Costa teacher Wayne Knutson, will participate in the conference on the University of California, Davis campus. This year, they will be offering ten committees that will span numerous current international issues and topics. The committees will range from General Assembly committees to the small, engaging committees for which DMUNC is renowned. They will also have a Historical Cabinet Simulation and they will be running crisis simulations in several committees to accurately reflect the conditions and situations the United Nations faces.

Scholarships will be provided.

**ACTION RECOMMENDED:** Approval is requested.

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

**DATE OF BOARD MEETING:** May 5, 2010

**AGENDA NOTE**

**AGENDA NOTE**

**AGENDA NOTE**

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
OVERNIGHT FIELD TRIP REQUEST FORM**

Name of Person Requesting Approval: Wayne Knutson Your Position: Teacher/MUN Co-Advisor  
Your Location/School Site: MCHS Your Work Telephone: Ext. 5176

Name/Grade Level(s) of Class Participating: Model UN

Dates of Travel: from May 13 to May 16, 2010

Name of Destination: UC Davis

Destination Address: Davis, CA (Richards Blvd. @ A St.; Lot 5; Chemistry Bldg@Hutchinson)

Destination Phone Number: \_\_\_\_\_

Name of Contact Person at Destination: \_\_\_\_\_

Reason for Travel/Educational Goal: Model UN Tournament

Number of Students Attending: Male: 20 Female: 16

\*Number of Chaperones: Male: 2 Female: 2

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

1. Wayne Knutson
2. Scott Lautanen
3. Debbie Knutson
4. Kathleen Winterhalder
5. \_\_\_\_\_

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

Name of Travel Agency: The Travel Store Contact: Sue Capps (877) 673-5722

(Proof of Insurance must accompany this form.)

Address: 24 Malaga Cove Plaza City/State/Zip/Phone: PVE, CA 90274

Method of Transportation (be specific): Southwest Airlines to Sacramento; bus to Davis.

Name and Address of Hotel (be specific): Courtyard by Marriott, Davis, CA

How Many Days of School Will Be Missed? 1 List School Dates Missed: 5/14/10

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

If so, what type? White water rafting

Will scholarships be provided? Yes Will any cost (including sub costs) be borne by the

district? No If so, why? \_\_\_\_\_

Account Number to be Charged: \_\_\_\_\_

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

Signatures:

Your Signature: \_\_\_\_\_ Principal: \_\_\_\_\_

Exec. Dir, Ed. Svcs: C. Seaton Clerk, Board of Trustees: \_\_\_\_\_

Exhibit

version: May 21, 2008

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

Manhattan Beach, California

**E. CONSENT CALENDAR**

3. **TITLE:** Approve revised early retirement plan between the Manhattan Beach Unified School District and the Manhattan Beach Unified Teachers Association for qualified certificated employees.

**BACKGROUND:** On April 6, 2010, the Board approved an early retirement incentive offer for those permanent, certificated bargaining unit members who turn 55 years of age by July 1, 2010, and who have been employed with the district for a minimum of 10 years. In order to encourage a few additional participants the Board is being asked to consider extending the date by which a qualifying employee must turn 55 years of age from July 1, 2010, to September 1, 2010.

**ACTION RECOMMENDED:** Approval is requested.

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

**DATE:** May 5, 2010

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
AND  
THE MANHATTAN BEACH UNIFIED TEACHERS ASSOCIATION  
  
MBUTA EARLY RETIREMENT PLAN

Qualified members, as defined herein, of the Manhattan Beach Unified Teachers Association (MBUTA) bargaining unit who file with the District a letter of resignation by 4:30 p.m. on April 29, 2010 will receive a payment equal to 40% of their 2009-2010 base salary (based on placement on the salary schedule). Qualified members of the bargaining unit are those members who are permanent employees, have reached age 55 years of age as of ~~July 1, 2010~~ September 1, 2010, and have at least 10 years of District service as of the effective date of their resignation which shall be effective not later than June 30, 2010.

The plan payment will be a one time payment which will be made not later than August 30, 2010. Payments will be subject to income tax withholding and recipients will assume all liability for federal and state income tax obligations. The subject payment is in addition to any retirement program or incentive offered by the State Teachers Retirement System (STRS).

If the District opts not to implement the plan, affected unit members shall be notified by May 20, 2010, and the unit members' resignation(s) shall automatically be rescinded.

Notwithstanding any previous agreement(s) between MBUTA and the District, this plan is agreed to by the parties as of the date set forth below and shall be open to currently active bargaining unit employees only.

Date: April 27, 2010

Manhattan Beach Unified Teachers Assoc.

\_\_\_\_\_  
  
\_\_\_\_\_

Manhattan Beach Unified School District

\_\_\_\_\_  
Ida VanderPoorte, President

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

**E. CONSENT CALENDAR**

4. **TITLE:** Employment Contract for Dr. Michael Matthews

**BACKGROUND:** In January 2010 the District began advertising for a Superintendent to serve the District beginning July 1, 2010. Approximately 40 applications were received and reviewed. After extensive reference checks and several interview sessions, the Board of Trustees has offered the position to Dr. Michael Matthews.

**ACTION RECOMMENDED:** Approve the 100% employment contract for Dr. Michael Matthews, Superintendent of Schools, for two years, from July 1, 2010, through June 30, 2012, at \$190,000 per annum for the first step, on terms reflected in the employment contract, which is provided herewith.

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

**DATE OF MEETING:** May 5, 2010

## PRESS RELEASE

FOR IMMEDIATE RELEASE – April 27, 2010

Contact: Ida VanderPoorte, President, MBUSD Board of Trustees  
(310) 545-0895  
Janet Schwabe, Superintendent Search Consultant  
(310) 740-7220  
Manhattan Beach Unified School District  
325 South Peck Avenue  
Manhattan Beach, California 90266  
(310) 318-7345, extension 5902

### **Manhattan Beach Unified School District Board of Trustees selects Dr. Michael Matthews as the new Superintendent of Schools**

At their special meeting on April 27, 2010, the Board of Trustees of the Manhattan Beach Unified School District announced Dr. Michael Matthews as their choice to be the new Superintendent of Schools, effective July 1, 2010. The employment contract for Dr. Matthews will be approved at the regular May 5, 2010 Board of Trustees meeting.

Dr. Matthews will follow the district's current Superintendent, Dr. Beverly Rohrer, who has served as the Superintendent of Schools for the past four years.

Dr. Matthews earned a B.A. in International Relations from Stanford University, as well as an M.A. in Education from Stanford University. He earned his Administrative Services credential from U.C. Berkeley, and an Ed.D. in Educational Management from Pepperdine University.

Dr. Matthews began his career as a teacher at San Lorenzo High School in 1985. During his tenure as a teacher, he taught Social Studies including World History, United States History, Advanced Placement US History, Government, Advanced Placement Government, Economics, and Asian Studies. He served as the Assistant Principal at Lodi High School for two years, and was then the Principal at Delta Sierra Middle School in Stockton, California for one year. Dr. Matthews was recruited to become the first principal of the newly-formed Malibu High School in the Santa Monica-Malibu Unified School District (SMMUSD) in 1993, and he remained in that position for eleven years. In 2004, Dr. Matthews was promoted to the position of Assistant Superintendent, Human Resources in the SMMUSD. He was then appointed the Interim Superintendent for the district in 2006 while the board conducted a search for a new superintendent. Following a year working as the Vice President of Extreme Learning, Dr. Matthews returned to his position as Assistant Superintendent, Human Resources, where he currently serves. In addition to his service to the Santa Monica-Malibu Unified School District, Dr. Matthews taught as an adjunct professor at California State University, Northridge.

As the principal of Malibu High School, he led the transformation of the school from a grade 6-9 school to a grade 6-12 school that was named a California Distinguished High School in 2004. As principal, he took great pride in the fact that the school's API scores improved every year during his tenure, and that the school was rated a "10-10" school, ranking among the top 10% of similar California schools. While serving as principal, Dr. Matthews taught an Advanced Placement United States History course every day as a mean of staying in touch with students and the art of teaching.

As the Assistant Superintendent, Human Resources, he is responsible for overseeing 1,500 certificated and classified staff. He serves as the chief negotiator for the district with both the classified and certificated unions, recruits and hires all certificated staff, supervises employee discipline and dismissal procedures, handles all public and employee complaints and grievances, organizes employee recognition, directs health and welfare benefits, and manages compliance with all State and Federal regulations such as No Child Left Behind. He also supervises the technology department, and is responsible for overseeing district safety.

His wife, Jill, teaches in the Santa Monica-Malibu Unified School District. He has two children – Ryan, a freshman at UCLA; and Dawson, who is a first grader in the Santa Monica-Malibu Unified School District. His interests include road and mountain biking, golfing, and any type of outdoor adventure.

In February of 2007, the search firm of Hazard, Young, Attea & Associates, Ltd. was hired to conduct an extensive search for the District's next Superintendent of Schools while Dr. Rohrer was serving as Interim Superintendent. Members of the firm conducted several individual and group focus group meetings and distributed a Leadership Profile form for community members to complete in order to identify the personal and professional characteristics the community desired in the new superintendent, as well as the skill sets necessary to maintain what constituent groups valued.

Participants in the process agreed on many of the attributes that would assist a superintendent in addressing the issues confronting the Manhattan Beach Unified School District. They wanted a collaborative educational leader with outstanding communication, organizational and long-range planning skills, as well as one who possesses strong fiscal management skills. Knowledge of successful special education programs and experience in structuring cost-effective delivery systems were also critical. In addition, respondents would like a leader who supports excellence in music, drama and visual arts programs, understands curriculum development and best practice, and has had experience in an affluent, high-performing district. Participants wanted a new superintendent to be visible in the schools, actively involved in the community, accessible, politically astute, open-minded, principled and decisive.

After reviewing the Leadership Profile that was completed by the search firm, the members of the Board of Trustees as well as many community members and employees, realized that the profile addressed the qualities and attributes that Dr. Beverly Rohrer, the current Interim Superintendent, possessed. Dr. Rohrer agreed to extend her contract with the District through June 30, 2010. When discussing the process for finding Dr. Rohrer's replacement, the members of the Board of Trustees considered the advantages of hiring a search firm to complete the superintendent search process, but in light of the District's fiscal constraints, a decision was made to save money by using a qualified consultant to oversee the process. Janet Schwabe, newly-retired Deputy Superintendent, Human Resources, was contracted to supervise the process. Candidates from around the country submitted applications for the position. A paper screening committee reviewed all applications and selected qualified individuals to be interviewed. Considering the input from the community during the previous focus group and individual meetings, the members of the Board of Trustees interviewed the qualified candidates and narrowed the field for a second round of interviews. The members of the Board of Trustees selected Dr. Michael Matthews as their choice. They believe he embodies a great many of the desired qualities and capabilities.

Board of Trustees president, Ida VanderPoorte, commented, "Dr. Matthews is an excellent match for our district. His answers to our interview questions were centered on what is good for students. His personal qualities and experience as a teacher, administrator, and senior cabinet member match what we as a Board and community are seeking."

**EMPLOYMENT CONTRACT  
BETWEEN  
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
AND  
SUPERINTENDENT**

**1. PREAMBLE**

This employment contract is entered into as of the 5th day of May 2010, by and between the GOVERNING BOARD OF THE MANHATTAN BEACH UNIFIED SCHOOL DISTRICT of Los Angeles County, State of California (hereinafter referred to as "BOARD" or "DISTRICT") and MICHAEL D. MATTHEWS (hereinafter sometimes referred to as "SUPERINTENDENT" or "MATTHEWS"). The parties to this contract hereby agree as follows:

**2. TERM**

BOARD hereby employs the SUPERINTENDENT for a two (2) year period beginning July 1, 2010, through June 30, 2012; however, upon a satisfactory evaluation of the SUPERINTENDENT after eight (8) months of service under this contract, the contract term will be extended an additional year through June 30, 2013.

**3. DUTIES**

MATTHEWS is employed as Superintendent in the DISTRICT and shall perform all functions of the job as prescribed by the laws of the state of California and any applicable DISTRICT class specifications and DISTRICT policy. All duties shall be executed in accordance with federal and state law, the rules, and regulations of the State Board of Education, and DISTRICT policy.

MATTHEWS, as Superintendent, shall serve as Superintendent of the DISTRICT. In addition to the powers and duties enumerated in Education Code section 35035, MATTHEWS shall have charge of the administration of schools under the direction of the BOARD. He shall be the Chief Executive Officer of the DISTRICT; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, subject to the approval of the BOARD, including instruction and business affairs, as best serves the DISTRICT; shall select all personnel subject to the approval of the BOARD; shall from time to time suggest regulations, rules, and procedures deemed necessary for the administration of the school DISTRICT; and in general perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the BOARD from time to time.

MATTHEWS agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the services, duties and obligations required of him either expressly or implicitly by the terms of this Agreement, the laws of the state of California, and rules, regulations, and policies of the BOARD.



In accordance with direction from the BOARD, MATTHEWS shall advise and assist the BOARD in the formulation of policies for the governing of the DISTRICT and shall also serve as Secretary to the Board of Trustees. MATTHEWS may certify or attest to actions taken or decisions made by the BOARD as authorized by law.

#### **4. SALARY**

The SUPERINTENDENT's salary shall be based on a three step schedule, starting at one hundred ninety thousand and no/100 Dollars (\$190,000.00) per annum for the first step, which shall be the salary for the first year of this contract, payable in equal monthly payments under this employment contract, starting on the date set forth above for the commencement of the SUPERINTENDENT's employment with the DISTRICT. The second and third steps of the SUPERINTENDENT's salary schedule will reflect a three percent (3%) increase at each step, with progress to the next step becoming effective July 1 of each succeeding year. Where only a portion of the school year is served, compensation shall be prorated. Any increase in salary shall not increase the term of this Agreement.

In addition, the DISTRICT will pay the SUPERINTENDENT's employee portion of salary contributions to the State Teachers Retirement System ("STRS").

#### **5. HEALTH AND WELFARE BENEFITS**

MATTHEWS shall be eligible to receive the same health and welfare benefits on the same terms as are available/granted to the DISTRICT's certificated management employees. In the alternative, MATTHEWS may elect to receive payment in lieu of such benefits in an amount equal to the DISTRICT's share of costs it would otherwise incur in providing such benefits to MATTHEWS. Any such election by MATTHEWS shall be made in writing prior to July 1, 2010, and thereafter prior to the annual expiration of each DISTRICT benefits enrollment period.

In addition to said health and welfare benefits, the DISTRICT will provide SUPERINTENDENT with a term life insurance policy in the amount of one hundred and no/100 dollars (\$100,000) payable to such beneficiary as is designated by the SUPERINTENDENT.

#### **6. VACATION, HOLIDAYS AND SICK LEAVE**

MATTHEWS shall be entitled to twenty-four (24) days of annual vacation which will accrue at the rate of two (2) days per month of employment. Vacation may accrue up to thirty-six (36) days. Upon accumulation of thirty-six (36) days of unused vacation, the SUPERINTENDENT shall not earn vacation until the number of days accumulated is less than thirty-six (36). The daily rate shall be the SUPERINTENDENT's annual salary divided by 224. Upon termination of employment with the DISTRICT, the SUPERINTENDENT shall be entitled to compensation for unused and accrued vacation days at the then current salary rate which, under no circumstances, shall exceed a total of thirty-six (36) days. In addition, the SUPERINTENDENT shall receive the same holidays as are provided to certificated management, currently totaling thirteen (13) days.

The SUPERINTENDENT shall accrue twelve (days) sick leave per school year at the rate of one (1) day per month. Earned sick leave shall be cumulative as provided by state law and

BOARD policy. The BOARD shall not be obligated to compensate the SUPERINTENDENT for accrued sick leave at the time of termination or expiration of this Agreement.

#### **7. AUTOMOBILE AND PROFESSIONAL EXPENSES, AND EQUIPMENT**

SUPERINTENDENT shall receive an additional six hundred and no/100 dollars (\$600.00) per month for automobile expenses for employment related travel.

The DISTRICT shall pay the SUPERINTENDENT's membership dues to the Association of California School Administrators ("ACSA") and any other dues and charges to such professional groups, associations, or agencies as may be reasonable and necessary to maintain and improve his professional skills, licenses, and certificates as permitted or required by state law. DISTRICT payment of membership dues and other charges are subject to BOARD approval.

The DISTRICT will issue to the SUPERINTENDENT a cellular telephone, which may be used for personal calls as well as District business, and a laptop computer. Such equipment will remain the property of the DISTRICT and shall be returned upon the expiration of this Agreement.

#### **8. CONDITIONS OF EMPLOYMENT**

This Agreement is subject to all applicable laws of the state of California and to the lawful rules and regulations of the California State Board of Education and the Governing Board of the DISTRICT. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

The SUPERINTENDENT shall perform his duties pursuant to the direction of the BOARD.

The BOARD agrees to defend, hold harmless and indemnify the SUPERINTENDENT for any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT in his individual and/or official capacities for any acts arising from his employment with the DISTRICT, except for actions initiated by the DISTRICT or where the claim or proceedings arise from willful, wanton or intentional acts of misconduct by the SUPERINTENDENT.

#### **9. WAIVER OF CREDENTIAL**

Pursuant to Education Code section 35029, the BOARD hereby waives any credential requirement applicable to the SUPERINTENDENT while serving as DISTRICT SUPERINTENDENT, including that set forth in Education Code section 35028.

#### **10. EVALUATION**

The BOARD shall evaluate and assess in writing, at least once a year, the SUPERINTENDENT's performance and the effectiveness of his working relationship with the BOARD. This evaluation shall be based on the position description for SUPERINTENDENT and the goals and objectives of the DISTRICT for the school year in question. The

SUPERINTENDENT shall submit to the BOARD a recommendation format for this written evaluation and assessment

of his performance within ninety (90) days of the effective date of the Agreement. The BOARD shall meet and discuss with the SUPERINTENDENT the evaluation format, attempting in good faith to reach agreement on the development and adoption of a mutually agreeable evaluation format. In any event, the BOARD shall adopt an evaluation format within 120 days of the effective date of this Agreement and shall evaluate the SUPERINTENDENT pursuant thereto.

The BOARD's formal evaluation of the SUPERINTENDENT shall occur in March for the 2010-2011 school year, and in April of each subsequent year of this Agreement. It is the SUPERINTENDENT's responsibility to ensure that the matter of his evaluation is placed on the BOARD's Agenda and to notify the BOARD two months in advance of the upcoming evaluation.

#### **11. TERMINATION OF AGREEMENT/EMPLOYMENT**

This Agreement may be terminated by:

- a. Mutual agreement of the parties.
- b. Retirement of the SUPERINTENDENT.
- c. Death of the SUPERINTENDENT.
- d. Expiration of the term of the Agreement.
- e. Disability of the SUPERINTENDENT.

In the event the SUPERINTENDENT is unable to perform the essential functions of his position (with or without reasonable accommodations) at the end of his available leaves, the SUPERINTENDENT's employment by the BOARD may be terminated by the BOARD following the medical examination at the discretion of the BOARD by a licensed physician and certification by the examining physician that SUPERINTENDENT is no longer capable of performing the job (with or without reasonable accommodation), as provided for in Paragraph III, or upon the SUPERINTENDENT's refusal to submit to said examination.

Upon termination of this Agreement by reason of disability, all other provisions of this Agreement shall be terminated without further liability as of such date except for health insurance coverage, which shall continue to be provided by the BOARD at no cost to the SUPERINTENDENT for one additional year beyond the date of termination. The SUPERINTENDENT shall continue to receive any disability or other benefits for which the SUPERINTENDENT is eligible under applicable law.

- f. Unilateral termination by the SUPERINTENDENT:

The SUPERINTENDENT may, at his option, unilaterally terminate this Agreement by giving written notice on or before May 1 of any year that he will not fulfill the

obligation of his contract during the succeeding school year, or after the beginning of the school year,

by giving at least sixty (60) days written notice to the BOARD that he wishes to be relieved of his contract for the remainder of the period of the contract as of a specific date.

g. Unilateral termination by the BOARD:

The BOARD may, at its sole option, unilaterally terminate this Agreement without cause. Such unilateral termination shall terminate and extinguish all rights and obligations under this Agreement, including, but not limited to, all salary and benefits, notwithstanding any period of time remaining on the term of this Agreement as set forth in Paragraph II. In the event of such termination, the BOARD will pay the SUPERINTENDENT the amount equal to the monthly salary of the SUPERINTENDENT multiplied by the number of months left on the unexpired term of the contract, and shall, pursuant to Government Code section 53261, maintain any existing health and welfare benefits for a like period of time, or until the SUPERINTENDENT obtains new employment, whichever occurs first. However, if the unexpired term of the contract is greater than 18 months, the maximum amount paid by the BOARD shall be an amount equal to the monthly salary of the SUPERINTENDENT multiplied by 18.

Government Code section 53260 provides:

[R]egardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

## **12. NOTICE OF NON-RENEWAL AND EXTENSION OF THIS AGREEMENT**

The BOARD agrees that it will give the SUPERINTENDENT at least forty-five (45) days written notice prior to the expiration of this Agreement, if the BOARD determines that it will not extend or renew the SUPERINTENDENT's contract at the expiration of the term set forth in this Agreement. In the event such notice is not given, the contract shall be automatically renewed for one additional year under the same provisions.

Said notice of non-renewal, and any extension of this Agreement shall be in lieu of and considered in compliance with the notice provisions under Education Code section 35031.

### **13. MODIFICATION**

This Agreement contains all the understandings and agreements between the parties. Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.

### **14. SIGNATORY CLAUSE**

This Agreement includes and is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and the rules and regulations of the BOARD.

### **15. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

### **16. GOVERNING LAW**

This Agreement has been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California, the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board. This Agreement shall be interpreted pursuant to the laws of the State of California. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

### **17. BOARD APPROVAL**

The effectiveness of this Agreement shall be contingent upon approval by the Board as required by law.

### **18. BINDING EFFECT**

This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

### **19. WAIVER OF BREACH.**

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

### **20. CONSTRUCTION**

In any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

## **21. EXECUTION**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

## **22. NO ASSIGNMENT**

The SUPERINTENDENT may not assign or transfer any rights granted or obligations assumed under this Agreement.

## **23. MANAGEMENT HOURS**

The parties recognize that the demands of the position will require the SUPERINTENDENT to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that the SUPERINTENDENT shall not be entitled to overtime compensation or compensatory time off.

## **24. COMPLETE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the SUPERINTENDENT's employment with the DISTRICT. This is an integrated document. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This Agreement supersedes and extinguishes all rights, duties, and obligations specified in any previous employment agreement between the DISTRICT and SUPERINTENDENT.

## **25. EXECUTION OF OTHER DOCUMENTS**

The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

## **26. RATIFICATION OF AGREEMENT**

This Agreement shall be effective upon ratification in an open meeting duly noticed under the Ralph M. Brown Act.

MATTHEWS acknowledges that he has carefully read this Agreement and had sufficient time to review it, understands its contents and consequences, that he has been provided the opportunity to consult with an attorney or other representative of his choosing, that the only representations, promises, or agreements made to him are those stated in this Agreement and that he has not relied on any other representations, promises, or agreements of any kind in connection with his decision to enter into this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
DR. MICHAEL D. MATTHEWS, Ed. D.

GOVERNING BOARD OF THE MANHATTAN  
BEACH UNIFIED SCHOOL DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
IDA VANDERPOORTE, President

**ACCEPTANCE OF OFFER**

I accept the above offer of employment as Superintendent by the Manhattan Beach Unified School District and the terms and conditions thereof and will report for duty as directed above.

I have not entered into an agreement of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

DATED: \_\_\_\_\_

\_\_\_\_\_  
DR. MICHAEL D. MATTHEWS, Ed. D.

00145.00012/195878.1



E. **CONSENT CALENDAR**

5. **TITLE:** Resolution #2010-7, California Day of the Teacher

**BACKGROUND:** The California Education Code 37222 sets aside the second Wednesday in May as the *Day of the Teacher*. The District recognizes that the quality of all students' educational experiences depends significantly and vitally upon the quality of their teachers.

**ACTION RECOMMENDED:** Adopt Resolution #2010-7, California Day of the Teacher, in appreciation of the professional teachers in the Manhattan Beach Unified School District.

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

**DATE:** May 5, 2010

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
Resolution 2010-7

California Day of the Teacher  
May 12, 2010

*WHEREAS*, California Education Code section 37222 sets aside the second Wednesday in May as the *Day of the Teacher* and encourages suitable commemorative exercises directing attention to teachers and the teaching profession; and

*WHEREAS*, the Manhattan Beach Unified School District Board of Trustees has the utmost respect and admiration for the district's professional teachers, individuals who have dedicated their lives and their talents to the education of our children--California's most precious and important resource; and

*WHEREAS*, no other profession touches as many people with such a lasting effect; and

*WHEREAS*, the Board of Trustees recognizes the truly vital role of teachers in realizing its vision for public education:

*The vision of the Manhattan Beach Unified School District is to prepare our students to become good citizens, parents, workers and leaders in the complex, rapidly changing world they will inherit. They will develop strong self-discipline, inter-personal skills, personal values, social and civic responsibilities and respect for nature and for others. They will be able to move beyond us, each prepared to earn a living, cultivate a dream and make a difference.*

*WHEREAS*, the Board of Trustees recognizes that the quality of all students' educational experiences depends significantly and vitally upon the quality of their teachers.

***NOW, THEREFORE, BE IT RESOLVED***, that the Manhattan Beach Unified School District Board of Trustees hereby acknowledges Wednesday, May 12, 2010, as *California Day of the Teacher*, and extends its sincere appreciation to the professional teachers in the Manhattan Beach Unified School District.

Adopted this 5<sup>th</sup> day of May 2010, by:

\_\_\_\_\_  
Ida VanderPoorte, President

\_\_\_\_\_  
Amy Howorth, Vice President

\_\_\_\_\_  
Bill Fournell, Clerk

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Penny Bordokas, Member

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Ellen Rosenberg, Member