

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

**March 3, 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. 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. The Teacher Spotlight will be on Lilla Foster from Mira Costa High School.
3. Board Member Announcements
4. 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 (5 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 (2 Hours)

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.

- Romines** 1. Revised Projected 2010–2011 Budget and Reductions Summary
(Discussion/Action Required)

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
1-2** 1. Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Behavior and Education, Inc. Amendment is necessary to add services for the 2009/10 fiscal year, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$95,690.00. This is an increase of \$36,975.00 and within planned budget for services. A transfer is being made from an existing provider contract. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. No change to existing overall budget.

- Schneider
3-4** 2. Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with JBA Institute, L.L.C., for the 2009/10 fiscal year. Amendment is necessary to change the provider for existing NPA services, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$148,044.00. This is an increase of \$40,300.00 and within planned budget for services. A transfer is being made from an existing provider contract. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. No change to existing overall budget.

- Schneider
5-6** 3. Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Heritage Schools, Inc. Amendment is necessary due change in placement from an existing NPS contract, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$10,506.00. This is an increase of \$75,502.00, and within planned budget for services. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. No change to overall budget.

- Schneider
7-12** 4. Ratify District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Switzer Learning Center. Contract is necessary due change in placement, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from February 22, 2010, through June 30, 2010. Amount not to exceed \$11,167.50. This is within planned budget for services. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052. No change to overall budget.

- Schneider
13** 5. Approve stipulated expulsion of student #8401610395, from the Manhattan Beach Unified School District.

**Schneider
14**

6. Approve the list of impacted elementary schools and grade levels for the purposes of intradistrict open enrollment:

Grand View School – Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade

Meadows School – Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade

Pacific School - Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade

Pennekamp School - Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade

Robinson School - Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade

Hall

Personnel

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

Bryant, Bettie, Food Service Assistant 1, Robinson, (Contract Article 6) effective 02/08/10 – 02/19/10

Fleming, Linda, Special Ed. I.A., Preschool, (Contract article 6) effective 02/22/10 – 05/14/10

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

Schroeder, Yolanda, Special Ed. IA, Meadows, Perm., 62.5% time to Special Ed. IA, Preschool, 50% time, effective 01/26/10 (Voluntary deduction in hours)

Truxton, Megan, Special Ed. IA, Preschool, Perm., 50% time to Special Ed. IA, MBMS, 62.5% time, effective 01/26/10 (Replacement)

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

Hilgendorf, Donna, effective 02/01/10

Lamb, Marie, effective 02/01/10

10. Ratify retirement of Rebecca Hausken (PK-EDP), eff. 2/12/10.

11. Ratify leave of absence for Certificated Employee #1405 from 1/14/10 through 6/24/10.

12. Ratify leave of absence per Contract Article #11 for Erica Freeman (MBMS) from 2/12/10 through 3/31/10.

13. Ratify change in status for certificated personnel as follows:

Uhalt, Ian, (MCHS), change from 40% to 100%, eff. 2/1/10

Bui, Hailey, (MCHS), change from 60% to 80%, eff. 2/1/10

14. Ratify employment of certificated staff as follows:
 - Long, Holly, (EDP PK), Column V, Step 6, 100%, eff. 2/22/10
 - Palmer, Dana, (MCHS), Temp., Col III, Step 2, 60%, eff. 2/1/10
 - Rice, Courtney, (MBMS), Temp., Col IV, Step 2, 49.98%, eff. 2/1/10

15. Ratify employment of certificated substitutes at current rate of pay as follows:
 - Shively, Mark, eff. 2/1/10

16. Ratify change in status for certificated staff as follows:
 - Batavick, Andrea (GV), change from Col. IV, Step 13, to Col. V, Step 13, eff. 2/1/10
 - Duncan, Kiley (GV), change from Col. IV, Step 3, to Col. V, Step 3, eff. 2/1/10
 - Stewart, Mildred (EDP MD), change from Col. IV, Step 2, to Col. V, Step 2, eff. 2/1/10

17. Accept resignation of Robert Gutierrez (MBMS), eff. 1/29/10.

Romines Business

- | | |
|--------------|---|
| 15-20 | 18. Approve the Department of State Architect (DSA), Inspector of Record (IOR), Contract for New Construction and Modernization at Mira Costa High School, estimated to be 36 months at \$14,500.00 per month, or \$522,000.00, for general inspection services. Overhead charges are additional and currently estimated to be about \$13,000.00. |
| 21-61 | 19. Approve the construction management contract for new construction and modernization at Mira Costa High School, with Bernards, for a total amount of \$2,588,000.00, for construction management services, which includes \$132,580.00, for general conditions. |
| 62-63 | 20. Reject claim for damages from Popkins, Shamir & Golan on behalf of Maria Virna Vivar. |
| 64-69 | 21. Ratify purchase orders to date. |
| 70-71 | 22. Accept, with appreciation, gifts to the District from Avery Dennison and The Broad Foundation. |
| 72-74 | 23. Accept Developer Fee report for the month of January 2010. |

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.)

G. BOARD BUSINESS (10 Minutes)

Fournell 1. SoCalROC Report

**Schneider
75-92** 2. Receive for first reading and adoption, revised Administrative Regulation 6164.4,
Identification and Assessment of Students for Special Education.

H. SUPERINTENDENT/CABINET REPORT (10 Minutes)

1. Superintendent Search Update
2. California Distinguished Schools Visit
3. MCHS Summer School Study

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

February 3, 2010

5:30 PM

1. Public employee discipline/dismissal/release, pursuant to Government Code Section 54957.
2. Conference with district labor negotiator Steve Romines regarding MBUTA negotiations, per Government Code Section 54957.6.
3. Conference with district labor negotiator Steve Romines regarding CSEA negotiations, per Government Code Section 54957.6.
4. Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9. One potential case.
5. Students, per Education Code §35146.

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

(Note: These dates are subject to change)

MARCH

March 3, 2010, 6:30 PM
Board Meeting

March 8, 2010, 6:30 PM
Special Board Meeting

March 17, 2010, 6:30 PM
Board Meeting

March 29-April 2, 2010
Spring Break

APRIL

April 21, 2010, 6:30 PM
Board Meeting

April 29, 2010
Open House
Manhattan Beach Middle School

MAY

May 5, 2010, 6:30 PM
Board Meeting

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, 2009
Last Day of School

June 24, 2009
MCHS Graduation

E. CONSENT CALENDAR

1. **TITLE:** Amendment to District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Behavior and Education, Inc.

BACKGROUND: It is necessary to amend District Master Contract for NPA Services with Behavior and Education, Inc., to add services for the 2009/10 fiscal year, as mandated by Individualized Education Plan (IEP).

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

FINANCIAL IMPACT:

Amount not to exceed \$95,690.00.

This is an increase of \$36,975.00 and within planned budget for services. A transfer is being made from an existing service provider contract.

Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051;

No change to existing overall budget.


ACTION RECOMMENDED: Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Behavior and Education, Inc. Amendment is necessary to add services for the 2009/10 fiscal year, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$95,690.00. This is an increase of \$36,975.00 and within planned budget for services. A transfer is being made from an existing provider contract. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. No change to existing overall budget.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: March 3, 2010.

Approved by:


Steve Romines, Asst. Superintendent of Admin. Services

**AMENDMENT TO A GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL / AGENCY SERVICES**

(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **August 26, 2009**, effective July 1, 2009 through June 30, 2010, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Behavior and Education, Inc.**, hereinafter referred to as the "Contractor," located at P.O. Box 1000, Hermosa, Beach, Ca 90254, is hereby amended effective October 19, 2009, and ratified on **March 3, 2010** as follows:

Amend the following provision:

Exhibit A: Rates

Payment under this contract may not exceed **\$95,690.00.**

Total LEA Enrollment may not exceed **5**

- CONTRACTOR -

- DISTRICT -

Behavior and Education, Inc.

Name of Non-Public Agency

Manhattan Beach Unified School District

By _____

Contracting Officer's Signature

By _____

Signature

Barbara Endlich, Director

Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. CONSENT CALENDAR

2. **TITLE:** Amendment to District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with JBA Institute, L.L.C.

BACKGROUND: It is necessary to amend District Master Contract for NPA Services with JBA Institute, L.L.C., for the 2009/10 fiscal year, as per a change in provider for existing NPA services, as mandated by Individualized Education Plan (IEP).

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

FINANCIAL IMPACT:

Amount not to exceed \$148,044.00.

This is an increase of \$40,300.00 and within planned budget for services. A transfer is being made from an existing service provider contract.

Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051;

No change to existing overall budget.

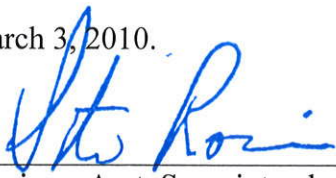
ACTION RECOMMENDED: Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with JBA Institute, L.L.C., for the 2009/10 fiscal year. Amendment is necessary to change the provider for existing NPA services, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$148,044.00. This is an increase of \$40,300.00 and within planned budget for services. A transfer is being made from an existing provider contract. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. No change to existing overall budget.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: March 3, 2010.

Approved by:


Steve Romines, Asst. Superintendent of Admin. Services

**AMENDMENT TO A GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL / AGENCY SERVICES**

(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **August 26, 2009**, effective July 1, 2009 through June 30, 2010, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **JBA Institute, L.L.C.**, hereinafter referred to as the "Contractor," located at 21250 Hawthorne Blvd., Suite 500, Torrance, Ca 90503, is hereby amended effective February 4, 2010, and ratified on **March 3, 2010** as follows:

Amend the following provision:

Exhibit A: Rates

Payment under this contract may not exceed \$148,044.00.

Total LEA enrollment may not exceed 3

- CONTRACTOR -

- DISTRICT -

JBA Institute, L.L.C.

Name of Non-Public Agency

Manhattan Beach Unified School District

By _____

Contracting Officer's Signature

By _____

Signature

Janet Yi, Director

Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. **CONSENT CALENDAR**

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

BACKGROUND: It is necessary to amend District Master Contract for NPS Services with Heritage Schools, Inc., due to a change in placement from an existing NPS contract, as mandated by Individualized Education Plan (IEP).

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

FINANCIAL IMPACT:

Amount not to exceed \$75,502.00.

This is an increase of \$10,506.00 and within planned budget for services. A transfer is being made from an existing service provider contract.

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

No change to existing overall budget.

ACTION RECOMMENDED: Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Heritage Schools, Inc. Amendment is necessary due change in placement from an existing NPS contract, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$75,502.00. This is an increase of \$10,506.00 and within planned budget for services. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. No change to overall budget.

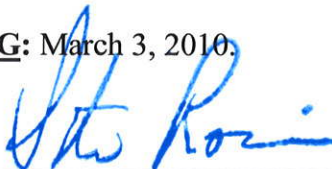
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: March 3, 2010.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

**AMENDMENT TO A GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL / AGENCY SERVICES**

(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **July 21, 2009**, effective July 1, 2009 through June 30, 2010, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Heritage Schools, Inc.**, hereinafter referred to as the "Contractor," located at 5600 N. Heritage Drive, Provo, UT, 84604-7701, is hereby amended effective January 19, 2010, and ratified on **March 3, 2010**, as follows:

EXHIBIT A: RATES

Payment under this contract may not exceed \$75,502.00

Total LEA enrollment may not exceed 4

- CONTRACTOR -

- DISTRICT -

Heritage Schools, Inc.
Name of Non-Public School/Agency

Manhattan Beach Unified School District

By _____
Contracting Officer's Signature

by _____
Signature

Jeremy Brown, C.F.O.

Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. CONSENT CALENDAR

4. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Switzer Learning Center.

BACKGROUND: It is necessary to establish a District Master Contract for NPS Services with Switzer Learning Center, due to a change in placement, as mandated by Individualized Education Plan (IEP).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from February 22, 2010, through June 30, 2010.

FINANCIAL IMPACT:

Amount not to exceed \$11,167.50.

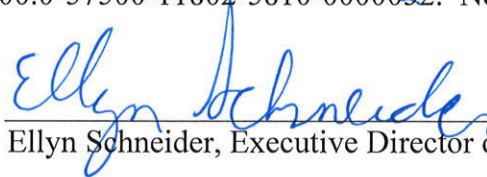
This is within planned budget for services. A transfer is being made from an existing service provider contract.

Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052.

No change to existing overall budget.

ACTION RECOMMENDED: Ratify District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Switzer Learning Center. Contract is necessary due change in placement, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from February 22, 2010, through June 30, 2010. Amount not to exceed \$11,167.50. This is within planned budget for services. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052. No change to overall budget.

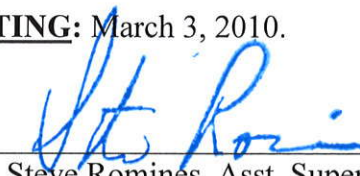
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: March 3, 2010.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:
S10-M021

LEA: Manhattan Beach Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Switzer Learning Center – 19-65060-6936025

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 3rd day of March, 2010, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Switzer Learning Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from February 22, 2010 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 22nd day of February 2010 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provide herein.

CONTRACTOR,
Switzer Learning Center

School
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Dr. Rebecca Foo, Executive Director

Name and Title of Authorized
Representative

By:

Ellyn Schneider,
Executive Director of Student Services

Date

Notices to CONTRACTOR shall be addressed to:

Dr. Rebecca Foo

Name

Switzer Learning Center

Nonpublic School/Agency/Related Service Provider

2201 Amapola Center

Address

Torrance, CA 90501

City

(310) 310-328-3611

State

(310) 328-5648

Zip

Phone

secretary@switzercenter.com

Fax

Email

Notices to LEA shall be addressed to:

Elyn Schneider,

Executive Director of Student Services

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach

Ca

90266

City

(310) 318-7345 x5913

State

(310) 303-3826

Zip

Phone

eschneider@mbusd.org

Fax

Email

Mail Completed Contract & Invoices to:

Tracy Angle, Accounting Specialist – MBUSD

Name and Title

325 S. Peck Avenue

Address

Manhattan Beach

Ca

90266

City

(310) 318-7345 x5927

State

(310) 303-3826

Zip

Phone

tangle@mbusd.org

Fax

Email

EXHIBIT A: RATES

CONTRACTOR Switzer Learning Center **CONTRACTOR NUMBER** 19090 2009-2010
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$11,167.50
 Total LEA enrollment may not exceed 1

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>121.40</u>	<u>Per Day</u>

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

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	<u>71.25</u>	<u>Per Hour</u>
b. Psychological Services	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	<u>71.25</u>	<u>Per Hour</u>
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

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

**By credentialed Special Education Teacher.

E. **CONSENT CALENDAR**

5. **TITLE:** Approve stipulated expulsion of student #8401610395 from the Manhattan Beach Unified School District.

BACKGROUND: Student #8401610395 recommended for expulsion due to violation of Education Code 48900.c and 48900.d.

FINANCIAL IMPACT: None

ACTION RECOMMENDED: Approve stipulated expulsion of student #8401610395 from Manhattan Beach Unified School District.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: March 3, 2010

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

E. **CONSENT CALENDAR**

6. **TITLE:** Impacted Schools

BACKGROUND: To implement the intradistrict open enrollment policy pursuant to Education Code 35160.5, the Superintendent or designee shall identify those schools which may have space available for additional students. A list of elementary schools and grade levels that are impacted and have no space available, in addition to a list of elementary schools and grade levels that have available space, shall be available at all school offices. Applications for open enrollment intradistrict transfers shall be available at the district office. Available space at various school sites and grade levels shall be filled through the use of a lottery process.

FINANCIAL IMPACT: None

ACTION RECOMMENDED : Approve the following list of impacted elementary schools and grade levels for the purposes of intradistrict open enrollment:

- Grand View School – Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade
- Meadows School – Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade
- Pacific School - Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade
- Pennekamp School - Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade
- Robinson School - Kindergarten, first grade, second grade, third grade, fourth grade and fifth grade

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: March 3, 2010

E. CONSENT ITEM

18. **TITLE:** Approve the Department of State Architect (DSA) Inspector of Record (IOR) Contract for New Construction and Modernization at Mira Costa High School

BACKGROUND: Sandy Pringle Associates is the District's current DSA, IOR. This contract updates the District's current contract to include the monthly fee structure for the new construction and modernization at Mira Costa High School.

The total estimated budget amount for DSA IOR inspection services is estimated to be 36 months at \$14,500 per month or \$522,000 for general inspection services. Overhead charges are additional and currently estimated by Sandy Pringle to be about \$13,000.

ACTION RECOMMENDED: Approve the Department of State Architect, DSA, Inspector of Record, IOR, Contract for New Construction and Modernization at Mira Costa High School.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: March 3, 2010

AGREEMENT BETWEEN

Manhattan Beach Unified School District and SANDY PRINGLE ASSOCIATES, INSPECTION CONSULTANTS Inc. for PROJECT INSPECTOR SERVICES

THIS AGREEMENT is entered into on this *February 1, 2010* by and between the *Manhattan Beach Unified School District* ("OWNER") and *Sandy Pringle Associates Inspection Consultants, Inc (CONSULTANT)*, for Project Inspector services.

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant agrees to further the interests of the OWNER by furnishing the Consultant's and its' Associates skill and judgment in cooperation with, and in reliance upon, the services of the OWNER's Staff. The Consultant agrees to provide the OWNER with Certified Project Inspector Consulting Services in connection with OWNER's construction, modernization and/or rehabilitation projects, District-wide for whatever Projects designated by the District.

1.1 SCOPE OF CONSULTANT'S SERVICES

Basic--Services. The Consultant will act as an independent contractor performing the following tasks on a continuous basis as required by the OWNER and as defined in Attachment A.

1.2 **FEE STRUCTURE:** At this date, fees are based on the following: *Level I = \$14,500 per month, Level II = \$13,000 per month and Level III or IV at \$11,500 per month.* Refer to Article 3 for further details.

1.3 **Consultant Responsibilities** Consultant and its' Associates shall provide and perform, per DSA Regulations and California Title 24, PROJECT INSPECTOR services for Construction Projects under this agreement.

1.4 **COMMUNICATIONS:** All communications shall be copied to the OWNER and/or its' authorized representative as requested by the OWNER. Only the OWNER and/or its' authorized representative, as designated, will have the authority to establish priorities and request the Consultant's additional services.

ARTICLE 2 TERMS AND CONDITIONS OF WORK

2.1 RESPONSIBILITIES / QUALIFICATIONS / STATUS OF CONSULTANT

2.1.1 **The Consultant and its' Associates** shall be subject to the approval of the OWNER, and Design Professional, and to meet the requirements of and obtain the approval of the Regulatory Agency.

2.1.2 **Consultant and its' Associates** must meet the qualifications for on-site Project Inspector as provided in the State Building Code Part 1, Title 24 Section 4 Article 5.

2.1.3 **The Consultant represents** and maintains that the Consultant and its' Associates are skilled in the professional calling necessary to perform all services, duties and obligations required by this agreement to fully and adequately complete the Project. The Consultant and its' Associates shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The Consultant further represents and warrants to the OWNER that it has all licenses, permits, qualifications, and approvals of whatever nature are legally required to practice its' profession. The Consultant and its' Associates further represent that all such licenses and approvals will be in effect during the term of this Agreement.

2.1.4 **Designation of Inspector.** Consultant designates **Sandy Pringle** (or another District approved, DSA Project Inspector) as the Inspector who will provide and perform PROJECT INSPECTOR Services during construction of the Projects. Consultant shall provide all necessary Project Inspectors and Assistants to the Project Inspector as required by the Regulatory Agency or necessary by the condition or status of Project construction and as required or necessary to comply with applicable law or regulation. Billing per Article 3.

2.1.5 **The OWNER retains the** Consultant on an Independent Contractor basis and the Consultant is not an employee of the OWNER. Personnel performing the Services under this Agreement on behalf of the Consultant shall at all times be reportable and responsible to the Consultant, the Regulatory Agency, the Design Professional and the OWNER.

2.1.6 **Inspector Fees.** The Consultant shall pay all amounts due such personnel in connection with their performance for services and as required by law. The Consultant, as applicable, shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

2.2 CONSULTANT STAFF:

a. **The Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals.

b. **The designated Inspector, Sandy Pringle** (or another approved Inspector), and any other additional Certified Inspectors as may be subsequently approved by the OWNER and the Regulatory Agency in the required classification with the individual Inspectors approved by the OWNER and the Regulatory Agency shall remain so long as his/her performance continues to be acceptable to the OWNER. Additionally, the Consultant must furnish the names, for approval by the OWNER, of all key people in Consultant's firm that will be associated with the Project.

c. **Consultant will be responsible** to provide appropriate and approved temporary Inspection Personnel in the event of a temporary vacancy by the assigned Project Inspector. Any such Temporary Personnel will be approved in advance, whenever possible, by the OWNER, the Regulatory Agency and the Design Professional.

d. **All Consultant Personnel** provided under this Agreement shall be subject to approval by the OWNER and the Regulatory Agency. Any changes in personnel from the individual(s) initially provided by Consultant shall require OWNER's and Regulatory Agency's approval.

e. **Changes in Inspection Personnel**, directed or requested by either the OWNER or Consultant shall require 10 days written notice to the other party. Replacement Inspection Personnel shall meet all the approval requirements of this Agreement.

f. **If the assigned individual(s)** fail to perform to the satisfaction of the OWNER or the Regulatory Agency, then, upon written notice, the Consultant will have ten (10) working days to remove that person from the Project and replace with one acceptable to the same.

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- 2.3 **OWNER's RIGHTS:** The **OWNER** reserves the right to employ other Consultants in connection with the Project, or to perform work related to the Project with the **OWNER's** own forces. The Consultant shall notify the **OWNER** if any such independent action will in any way compromise the Consultant's responsibilities under this Agreement.
- 2.3.1 **RESPONSIBILITIES OF OWNER.** The **OWNER** shall provide the Consultant with documented project information in its possession, which is reasonably necessary for the Consultant's performance of the work described herein. The **OWNER** shall designate a representative as the Consultant's primary contact for all project information; the representative shall be responsible for examining all documents submitted by the Consultant and shall render decisions and additional information in a prompt and effective manner as required to support the project. The **OWNER** shall provide prompt payment for all approved invoices, as provided for in this Agreement.
- 2.4 **TERMINATION; SUSPENSION**
- 2.4.1 **Termination for Default.** Either the **OWNER** or Consultant may terminate this Agreement upon ten (10) days advance written notice to the other if the other party is in default in performance of a material obligation hereunder and such default is not caused by the party initiating the termination. Such termination shall be effective the tenth (10th) day following the date of receipt of the written termination notice. In addition to the **OWNER's** right to terminate this Agreement for Consultant's default, the **OWNER** may terminate this Agreement if: (i) Consultant becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations applicable to this Agreement or the services and obligations to be performed by Consultant under this Agreement. Amount due Consultant shall be that portion of the Contract Price due for Basic Services and Reimbursables actually provided as of the effective date of termination, reduced by damages, losses, costs or other expenses incurred or sustained by the **OWNER** as a result of Consultant's default.
- 2.4.2 **Termination for Convenience.** The **OWNER** or the Consultant may, at any time, upon thirty (30) days advance written notice to Other Party, terminate this Agreement for Convenience. If the **OWNER** or the Consultant elects to terminate this Agreement for Convenience, within thirty (30) days following the effective date of such termination for Convenience, the **OWNER** will make payment to Consultant for Basic Services actually provided prior to the effective date of the termination for convenience.
- 2.4.3 **Design Professional / Regulatory Agency Approval.** If either the **Design Professional** or the **Regulatory Agency** shall not approve the specified Associate to provide **Project Inspector** Services for Project construction, this Agreement shall be deemed terminated without further rights or obligations of the **OWNER** or Consultant hereunder. Unless the **OWNER** shall have directed Consultant's performance prior to the Project Architect and the **Regulatory Agency** approval of Consultant, no part of the Contract Price shall be due Consultant if Consultant is not approved to provide **Project Inspector** Services by the Project Architect or the Department of General Services.
- 2.4.4 **OWNER Suspension.** The **OWNER** may direct suspension of Project construction and suspension of Consultant's services hereunder, given ten (10) days notice. If the **OWNER** so suspends the work, the Consultant reserves the right to place the assigned Inspectors on other sites and does not guarantee the return of any previously assigned personnel, perhaps thereby necessitating the submittal and subsequent approval of different Project inspection personnel.
- 2.4.5 **The foregoing notwithstanding,** the fees due the Consultant shall not be subject to adjustment if the **OWNER's** directive to suspend Project construction or Consultant's services hereunder is as a result, in whole or in part from the acts, omissions or conduct of other than the Consultant.
- 2.5 **NOTICES.**
- 2.5.1 **Any notices relevant** to this Agreement may be served effectively upon either the **OWNER** or the Consultant, one to the other, by delivering such notice in writing, or sending such notice by fax or certified mail. All notices to be delivered by mail shall be deposited in a United States mail depository with first class postage thereon fully prepaid.
- 2.5.2 **All certificates, endorsements, cancellations, and other notices** required under this Agreement shall be delivered to the following addresses:

CLIENT:

Manhattan Beach Unified School District
Steven Romines
325 Peck Ave, Manhattan Beach, CA 90266
310 318-7345

CONSULTANT:

Sandy Pringle Associates Inspection Consultants
Sandy Pringle
402 S. Broadway, Manhattan Beach, CA 90277
310 543-2458

2.6 **HOLD HARMLESS**

- 2.6.1 **Consultant Indemnification of OWNER.** Consultant shall indemnify, defend and hold harmless the **OWNER** and its Employees, Officers, Board, Agents and Representatives from and against any and all claims, demands, losses, responsibilities or liabilities, including attorneys fees and costs for: (i) injury or death of any person arising out of Consultant's and its' Associates' negligent performance under this Agreement; (ii) damage to property, and (iii) other costs or charges directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions or other conduct of Consultant or its' Associates, Employees, Agents or Representatives in the performance of obligations or services under this Agreement, subject to the limits inherent in 2.5.2
- 2.6.1.1 **OWNER Indemnity of Consultant.** The **OWNER** shall indemnify and hold harmless Consultant and its' Associates from all claims arising out of bodily injury (including death) and physical damage which solely arise out of negligent or willful acts, omissions or other conduct of the **OWNER** or its Employees, Agents or Representatives on a comparative negligence basis.

- 2.7 **Limits Of Liability:**
- 2.7.1 **Services performed** are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranties are expressed or implied. It is further understood that pursuant to the Contractors State License Board and the Project Specifications, the liability for Quality Control in the finished product and compliance with Codes and Specifications is solely the responsibility of the Contractor and their Subcontractors.
- 2.7.2 **It is further understood** that the **OWNER's** acceptance of, or payment for any services performed by the Consultant and its' Associates under this Agreement shall not be construed to operate as a waiver of any rights the **OWNER** may hold under this Agreement or of any cause of action arising out of the Consultant's performance of this Agreement.

2.8 **TIME SCHEDULE**

2.8.1 **Time is of the essence** in this Agreement.

a. **The Consultant shall begin** its services a minimum of one week in advance of project commencement or when the Notice to Proceed is issued to the Contractor from **OWNER** or its' Representative, whichever is first, and will continue until satisfactory completion and closeout of the project(s) or termination of Consultant's services.

b. **The Consultant shall diligently** complete all appropriate tasks in cooperation with the **OWNER**, all Contractors, the Architect/Engineer, and Construction Manager, if any, in a timely manner. Additional billable time required to be expended by the **Project Inspector** shall be approved in advance by the party so designated to approve any additional expenditures.

2.9 **INSURANCE.** Consultant shall obtain all insurance required herein. The Consultant shall, prior to commencement of Services, furnish the **OWNER** with properly executed certificates of insurance and endorsements, which clearly evidence all insurance required under this Agreement. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least 30 days written notice has been given to the **OWNER**.

2.9.1 **Public Liability and Property Damage Insurance.** The Consultant shall procure and shall maintain, during the life of this agreement, public liability insurance, including death, to any one person, and property damage insurance in an amount of not less than \$1,000,000 per occurrence, with a \$2,000,000 general aggregate combined. Such insurance shall: (1) include the **OWNER**, its officers, employees and agents, and CM, if any, as additional insured and shall contain no special limitations on the scope of coverage or the protection afforded to these additional insured; (2) be primary with respect to any insurance or self insurance programs covering the **OWNER**, its officers, employees and agents, and **OWNER's** Representative, if any, and (3) contain standard separation of insured provisions.

2.9.2 **Professional Liability.** The Consultant shall procure and maintain professional liability insurance during the term of this agreement in an amount of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

2.9.3 **Business Automobile Liability:** The Consultant shall procure and shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence and 2,000,000 aggregate. Such insurance shall include coverage for owned hired and non-owned vehicles.

2.10 **CHANGES TO THE AGREEMENT.** This Agreement may only be changed or amended by written, mutual consent of the **OWNER** and the Consultant. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

2.11 **ASSIGNMENT.** Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the **OWNER**, except that claims for money due or to become due to Consultant from the **OWNER** under this agreement may be assigned by Consultant to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the **OWNER**.

2.12 **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.** In the performance of the work authorized under this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, sex, national origin, or handicap.

2.13 **DISPUTES RESOLUTION**

a. **Disputes.** Notwithstanding any disputes, claims or other disagreements between Consultant and the **OWNER**, Consultant shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes. Disputes, disagreements or other matters arising out of this Agreement or the performance by the Parties of their respective obligations hereunder shall be resolved by binding arbitration conducted under the auspices of the Los Angeles Regional Office of the American Arbitration Association and in accordance with its then current Construction Industry Arbitration Rules. No Demand for Arbitration shall be filed or effective if the matter(s) raised or alleged in the Demand for Arbitration is barred by the applicable Statute of Limitations. The **OWNER** and Consultant shall bear their own attorneys fees and costs in connection with any arbitration proceeding commenced hereunder, except that the Arbitrator may, in her/his discretion award arbitration costs, including the Arbitrator's fees to the prevailing party.

2.14 **TAX PAYER I.D. NUMBER.** The Consultant shall deliver to the **OWNER** the Consultant's IRS Taxpayer I.D. Number prior to any payments being made by the **OWNER** under this agreement.

2.15 **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California, and constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions, heretofore and between the parties related to the subject matter of this Agreement.

ARTICLE 3 **COMPENSATION AND PAYMENT**

3.1 **DESCRIPTION:** The fee structure is monthly. The amount to be paid to the Consultant, as prescribed herein, shall be total compensation for all services, fees and expenses incurred in the performance of the work described in this agreement.

3.2 **FEE DATA:** Total compensation due and to be paid for Basic Services under this Agreement shall not exceed the amounts based on the Consultant's fees. The value of Basic Services shall not exceed **\$14,500 per month** per Project Inspector, per project without written agreement except as per Section 3.4 of Article 3 herein. Below monthly fees are based on **Full Time Services**, which are defined as any 8 continuous hours between the times of 6AM and 5PM Monday through Friday excluding Holidays. Hourly fees, solely for the purposes of computing @ 173 hours per month, are Level 1 @ **\$83.81**

3.3 Level 2 @ **\$75.14** and Level 3, 4 @ **\$66.47** Assistant Inspectors are billed according to their certification. Overtime shall be charged at 1½ the Regular Time Rate, per California State Regulations. All rates for Overtime are after 8 hours and on Saturdays. Holidays and Sundays are double time. Additional costs would be reasonable Reimbursable Expenses as may be incurred and approved by **OWNER** or the **OWNER's** representative. Additionally, Consultant will charge 2.5% for Supervision, Supplies and Overhead.

INSPECTOR CERTIFICATION	APPROVED	MONTHLY
Project Inspector, Class 1	DSA	\$14,500
Project Inspector, Class 2	DSA	\$13,000
Project Inspector, Class 3	DSA	\$11,500

(INTERMITTANT DSA CERTIFIED INSPECTOR RATES)

Occasionally a project will be of a minor scope and only intermittent inspection is required; the fees for the services of a Certified DSA Inspector will be \$ **89.60** per hour, 4 hour minimum per day including documentation time, portal to portal our Torrance office. Subsequent same day visits are a minimum 2 hour charge. The Inspector will monitor the project development on a part-time basis, providing the monthly and quarterly reports to the Office of the State Architect, Architect of Record, the Construction Manager, if any, and the designated School District Representative.)

- 3.3 **CALCULATIONS:** Regular Time compensation due the Consultant is calculated based on monthly fees, which includes a reasonable modicum of incidental unscheduled overtime, plus actual cost of reimbursable expenses incurred in such performance. The **OWNER** has the express right to withhold payment on default.
- 3.4 **WAGE INCREASES:** This agreement exceeds the fees structure based on the **July 2003** Prevailing Wage Rates for General Construction Inspectors. Consultant may apply for an increase to the fees herein, not to exceed 15% upon the anniversary of the agreement and is conditional upon the agreement and acceptance of the Owner.
- 3.5 **OWNER PAYMENTS OF CONTRACT PRICE.** Within thirty (30) days of the date of the **OWNER's** receipt of a billing statement, including the project Semi Monthly Reports, submitted in accordance with this Agreement, the **OWNER** will make payment to Consultant of undisputed amounts of the Contract Price due for Basic Services. No deductions will be made or withheld from payments due Consultant hereunder on account of any penalty, assessment or liquidated damages withheld by the **OWNER** from the Contractor(s). Payments made later than 45 days are subject to interest charges of the legal maximum limit and fees as may be required to reimburse expenses incurred.
- 3.6 **Payments are to be made** payable to the Consultant and submitted to:

CONSULTANT:

Sandy Pringle Associates Inspection Consultants
 Sandy Pringle
 402 S. Broadway, Manhattan Beach, CA 90277
 310 543-2458

ARTICLE 4 MISCELLANEOUS

- 4.1 **CUMULATIVE RIGHTS, NO WAIVER:** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity.
- 4.2 **SEVERABILITY:** If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

ATTACHMENT "A"

SCOPE OF INSPECTOR'S SERVICES:

The **PROJECT INSPECTOR's** services shall include, but not be limited to the following tasks:

- A. **Provide resident inspection** services to ensure compliance with code, plans, specifications and quality assurance required of an educational facility. Issue Deviation or Correction Notices, as necessary, and notify the **Design Professional**, the **OWNER**, and/or Construction Manager as the Owner's Representative, in writing, if observed work does not conform to contract document.
- B. **Inspect and verify that** Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.
- C. **Maintain liaison with the Design Professional**, the Construction Manager, if any, the Testing Lab, the **OWNER** and other regulatory agencies and governing bodies as necessary to maintain project continuity.
- D. **Submit or make available** on a timely basis, a semi-monthly report to the Architect, with copies to DSA, the owner and Construction Manager, if any, generally including the following information:
 - 1. Activities performed by the Contractors, and areas where work is performed.
 - 2. Manpower assigned to each Contractor and Subcontractor.
 - 3. Weather conditions.
 - 4. Observed equipment and materials delivered to the site.
 - 5. Construction equipment and vehicles utilized.
 - 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - 7. Verbal instruction to the Inspector.
 - 8. Inspection by representative of regulatory agency.

19.

9. Note observed occurrences or conditions that might affect Contract Sum or Contract Time.
 10. List visitors to the site, titles, and reason for visit.
 11. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken.
 12. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- E. PROJECT INSPECTOR shall comply** with all federal, state, county and local governmental requirements.
- F. Review and monitor Contractor's** construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc. The Consultant or their Associates shall not issue instructions or directions regarding methods or means of job performance to the Contractor or in any way assume responsibility for the work performed.
- G. When possible, attend meetings** as requested in contract documents and requested by **OWNER**, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.
- H. Assist the Construction Manager and OWNER** in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
- I. Inspect, verify and document** Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection **must** begin within 1 working day of Contractor's written notification to the Inspector of delivery of equipment or materials to the job site. The Contractor is responsible for providing identifying paperwork and documentation for all delivered materials and equipment supplied to the job.
- J. Submit, upon request** by the Architect and/or the Construction Manager, in a timely manner, an Inspector's Report reviewing a Contractor's Request for Information (RFI), whenever any corrective change is perceived necessary in field construction that will result in a variance from the drawings or specifications as originally issued.
- K. Review the Contractor's Payment** Requests at billing meetings.
- L. When the Contractor's work** or a designated portion thereof is substantially complete, prepare for the **OWNER** a list of incomplete or unsatisfactory items via a "punch list" and submit to the Architect and the Construction Manager.
- M. Assist the OWNER in the review** of Contractor's Submittals, upon request.
- N. Upon completion of project,** deliver a hard copy and an electronic copy of all inspection records and project correspondence to the **OWNER**.
- O. Prior to commencement of work, PROJECT INSPECTOR** will cooperate with the **OWNER** and Construction Manager to develop an inspection plan for the construction on and of the Schools.

OTHER REQUIREMENTS:

Facilities and Equipment:

- I. The OWNER will provide:** *(Note that although the following requirements are frequently in the District's contract with the Contractor, the Inspection Team does not contract with the Contractor. We request the District enforce their Contract provisions with the Contractor.)*
1. A new or like new on-site separate, secure, uniquely lockable office or trailer of at least 8' x 14' minimum dimension for the **PROJECT INSPECTOR** at each job site.
 2. The office shall be weather tight with adequate and fully operational lighting, heating and air conditioning.
 3. The office shall have security windows and doors with appropriate levels of theft and vandalism insurance coverage.
 4. Each office shall be furnished with:
 - a. 1 double pedestal desk and 1 rolling desk chair per Project Inspector and 2 padded folding chairs.
 - b. A full size plan table and plan rack with 8 plan holders and a plan reading stool.
 - c. A legal size 2 drawer filing cabinet.
 - d. 2 telephone lines, one with call waiting and a high speed data connection
 - e. A bookcase minimum 5' x 5' x 12" deep with 12" high shelves.
 - f. The **OWNER** shall supply, or reimburse for as expenses, a fully stocked first aid kit and a fire extinguisher.
- II The Consultant will provide:**
1. A functional computer system and printer.
 2. A programmable fax machine
 3. A telephone and telephone answering machine
 4. Reasonable office supplies

END OF ATTACHMENT "A"

The undersigned, acting as authorized signatories, acknowledge that this Agreement and so indicate by their signatures below.

CLIENT

CONSULTANT

Owner Rep		Consultant Rep Sandy Pringle	
Manhattan Beach Unified School District		Sandy Pringle Associates Inspection Consultants	
325 Peck Ave		402 S. Broadway	
Manhattan Beach, CA 90266		Manhattan Beach, CA 90277	
By		By:	
	Date		Date
<i>Name and title of authorized Signer</i>		<i>Name and title of authorized Signer</i>	

E. CONSENT ITEM

19. **TITLE:** Approve the Construction Management Contract for New Construction and Modernization at Mira Costa High School

BACKGROUND: After an extensive interview and reference checking process, the Board Bond Project Subcommittee is recommending approval of Bernards as the Construction Manager for the new construction and modernization at Mira Costa High School.

The total amount of the contract is \$2,588,000 for Construction Management services which includes \$132,580 for general conditions.

ACTION RECOMMENDED: Approval of the Construction Management Contract for New Construction and Modernization at Mira Costa High School is requested.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: March 3, 2010

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
(PROJECT MANAGEMENT)**

This Agreement for Construction Management Services (“Agreement”) is made as of March 3, 2009, between the Manhattan Beach Unified School District a California public school district (“District”), located at 325 S. Peck Ave, Manhattan Beach California 90277, and Bernards, a construction management services company located at 555 First Street, San Fernando, California 91340, 818-365-0065. (“Construction Manager”) (both collectively “Parties”), for the projects described below, which shall be referred to herein as the “Project” or “Projects”:

Construction management services during design, pre construction administration, construction administration and close out administration for the Mira Costa High School projects Listed in Exhibit A.

The Project may include multiple components. Any one of the components or a combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Construction Manager shall invoice for each component separately and District shall compensate Construction Manager for each component separately on a proportionate basis based on the level and scope of work completed for each component.

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect**: The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3. **Construction Manager**: The entity listed in the first paragraph of this Agreement, including all Consultant(s) to the Construction Manager.
 - 1.1.4. **Construction Budget**: The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.5. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Program Manager, the Architect and the Architect's consultants, the Construction Manager, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 1.1.6. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Construction Manager.
- 1.1.7. **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor.
- 1.1.8. **DSA:** The Division of the State Architect.
- 1.1.9. **Extra Services:** Extra Services are defined in Article 7 and **Exhibit "B."**
- 1.1.10. **Fee:** The Construction Manager's Fee is defined in Section 6.1, payable as set forth in Article 6 and in **Exhibit "D."**
- 1.1.11. **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager. If no Program Manager is hired by the District for the Project(s), then all references to "Program Manager" shall be read and interpreted as the District.
- 1.1.12. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Construction Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

Article 2. **Scope, Responsibilities And Services Of Construction Manager**

- 2.1. **Scope:** Construction Manager shall provide the Services described herein and under **Exhibit "A"** for the Project. The parties agree that the Construction Manager's Services described herein are based on a construction manager / multiple-prime structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager / general contractor structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Construction Manager's Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.

- 2.2. Coordination: In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's design team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Construction Manager employs sub-consultant(s), the Construction Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the District's Labor Compliance Program, if any.
- 2.3. Construction Manager's Services: Construction Manager shall act as the District's agent to render the services and furnish the work as described in **Exhibit "A,"** which will commence upon the receipt of a Notice to Proceed signed by the District representative. Construction Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**

Article 3. Construction Manager Staff

- 3.1. The Construction Manager has been selected to perform the work herein because of the skills and expertise of key individuals.
- 3.2. The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities:

President:	Michael J. Cawlina
Project Executive:	Jack A. Hall
Senior Project Manager:	Thomas P. Wertanen
Project Engineer:	Sabastian J. Choularton
Superintendent:	Lance Sanders
- 3.3. The Construction Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Construction Manager. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Construction Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.

- 3.5. Construction Manager represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Construction Manager.

Article 4. Schedule Of Work

The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in **Exhibit "A"** in accordance with the schedule attached as **Exhibit "C"** for a term of up to five (5) years, renewable at the District's sole discretion. Time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

Article 5. Construction Cost Budget

- 5.1. The Construction Manager shall have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect and the District throughout the design process and construction.
- 5.2. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 5.3. Construction Manager shall work cooperatively with the Project design professional(s) during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the construction cost of the work designed by the Project design professional(s) will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. The Construction Manager shall notify the District if it believes the construction cost of the work by the Project design profession(s) will exceed the Construction Cost Budget. The Construction Manager, however, shall not perform or be responsible for any design or architectural services.
- 5.4. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.

- 5.5. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 5.6. If any of the following events occur:
 - 5.6.1. If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget, or
 - 5.6.2. If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Budget, or
 - 5.6.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:
 - 5.6.3.1. Give the Construction Manager written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.6.3.2. Authorize the Construction Manager to re-negotiate, where appropriate, re-bid on or more Projects within three (3) months time (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.6.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either party.
 - 5.6.3.4. Instruct the Project design professional(s) to revise the drawings and specifications to bring the Project within the Construction Cost Budget for re-bidding, with Construction Manager's performing cost estimating, value engineering, and/or bidding support at no additional cost to the District.
- 5.7. The Construction Cost Budget shall be reconciled at the completion of each design phase.

Article 6. Fee And Method Of Payment

6.1. District shall pay Construction Manager

an amount equal to \$2,588,000 dollars for Construction Manager Staffing and General Conditions amount of \$132,580 or \$4,277 per month.

for all services contracted for under this Agreement and based on the Fee Schedule attached to **Exhibit "D."**

6.2. District shall pay Construction Manager the Fee pursuant to the provisions herein and in **Exhibit "D."**

6.3. Construction Manager shall bill its work under this Agreement on a monthly time and materials basis in accordance with **Exhibit "D."**

6.4. No increase in fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.

6.5. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof as indicated in **Exhibit "D"**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**

Article 7. Payment for Extra Services

7.1. District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Construction Manager's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.

7.2. A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Construction Manager to the District for written approval before proceeding with any Extra Services.

Article 8. Ownership Of Data

After completion of the Project or after termination of this Agreement, Construction Manager shall deliver to District a complete set of Project records, including without limitation all documents generated by Construction Manager, copies of all documents exchanged with or copied

to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are in the Construction Manager's possession.

Article 9. Termination Of Contract

- 9.1. If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Construction Manager's if there is a termination for convenience.
- 9.3. The Construction Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.
- 9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.5. If, at any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the

Construction Manager only the fee associated with the services satisfactorily provided, since the last invoice that has been paid and up to the notice of termination.

- 9.6. If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the Project after suspension, the Construction Manager will take all reasonable efforts to maintain the same Project personnel.

Article 10. Indemnity

- 10.1. To the furthest extent permitted by California law, Construction Manager shall defend, indemnify and hold free and harmless the District, its agents, representative, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the services, the Project, or this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.
- 10.2. Construction Manager shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Construction Manager shall also reimburse District for the cost of any settlement paid by District arising out of any Claim. Construction Manager shall reimburse the indemnified parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Construction Manager's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Construction Manager proposes to defend the indemnified parties.

Article 11. Fingerprinting

- 11.1. Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of work in this Agreement that Construction Manager and its subcontractors and employees will have

only limited contact with pupils, the Construction Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Construction Manager shall not permit any employee to have any contact with District pupils until such time as the Construction Manager has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Construction Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (**Exhibit "E"**) shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.

- 11.2. No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 11.3. Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

Article 12. Responsibilities Of The District

- 12.1. The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's services.
- 12.2. The District shall provide to the Construction Manager complete information regarding the District's requirements for the Project.
- 12.3. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.4. The District shall, in a timely manner, and with Construction Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Construction Manager's and/or the design professional(s) duties to recommend or provide same.

- 12.5. The District, its representatives, and consultants shall communicate with the contractor either directly or through the Construction Manager.
- 12.6. During the Construction Phase of the Project, the District may require that the contractors submit all notices and communication relating to the Project directly to the Construction Manager.
- 12.7. The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

Article 13. Liability Of District

- 13.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Construction Manager in its performance hereunder, shall be paid to District by Construction Manager as provided for herein and/or under California law.
- 13.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.
- 13.4. The Construction Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

Article 14. Insurance

- 14.1. Construction Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement

insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Construction Manager, their agents, representatives, employees and sub-consultant(s).

14.2. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

14.2.1. **Commercial General Liability.** _____ million dollars (\$____,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

14.2.2. **Commercial Automobile Liability, Any Auto.** ____ million dollars (\$____,000,000) per accident for bodily injury and property damage.

14.2.3. **Workers' Compensation.** Statutory limits required by the State of California and

14.2.4. **Employer's Liability.** ____ million dollars (\$____,000,000) per accident for bodily injury or disease.

14.2.5. **Professional Liability.** This insurance shall cover the Construction Manager and his/her sub-consultant(s) for _____ million dollars (\$____,000,000) aggregate limit subject to no more than _____ dollars (\$____) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

14.3. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

14.4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding \$_____ must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the

Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 14.5. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 14.5.1. All policies except for the professional insurance policy shall be written on an occurrence form
 - 14.5.2. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers (“Additional Insureds”) are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 - 14.5.3. For any claims related to this project, the Construction Manager’s insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Construction Manager’s insurance and shall not contribute with it.
 - 14.5.4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 - 14.5.5. The Construction Manager’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 14.5.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.6. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

14.7. **Verification of Coverage:** Construction Manager shall furnish the District with:

14.7.1. Certificates of insurance showing maintenance of the required insurance coverage;

14.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

Article 15. Nondiscrimination

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person. Construction Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 16. Covenant Against Contingent Fees

Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Construction Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Construction Manager specifically acknowledges that in entering this Agreement, Construction Manager relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment Of Agreement

In as much as this Agreement is intended to secure the specialized services of the Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

Article 21. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 22. Employment Status

- 22.1. Construction Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Construction Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 22.2. Construction Manager understands and agrees that the Construction Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Construction Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 22.4. Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact by District, Construction Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (again, offsetting any amounts already paid by Construction Manager which can be applied as a credit against such liability).]

- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Construction Manager was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. Warranty Of Construction Manager

- 23.1. Construction Manager warrants that the Construction Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.
- 23.2. Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.
- 23.3. Construction Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Construction Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 24. Cost Disclosure - Documents And Written Reports

Construction Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the contract is over five thousand dollars (\$5,000).

Article 25. Communications / Notice

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for

If to District:

Steve Romines Ph. D., Assistant
Superintendent
Manhattan Beach Unified School District
325 South Peck Ave.
Manhattan Beach, CA 90266

Telephone: (310) 318-7345

Facsimile:

With a copy to:

Miller Brown & Dannis
301 E. Ocean Blvd., Suite 1750
Long Beach, CA 90802
Attention: Samuel R. Santana

Telephone: (562) 366-8500

Facsimile: (562) 366-8505

If to Construction Manager:

Jack A. Hall CCM
555 First Street
San Fernando, CA 91340

Telephone: 818-898-1521

Facsimile: 818-365-0065

The Construction Manager and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Article 26. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the Construction Manager shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and

documentation demonstrating the Construction Manager's good faith efforts to meet these goals.

Article 27. Other Provisions

- 27.1. The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.
- 27.2. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.
- 27.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: March 3, 2010

Dated: March 3, 2010

Manhattan Beach Unified School District

Bernards, Construction Management Services

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

1.	BASIC SERVICES	A-1
2.	GENERAL PROGRAM SERVICES	A-3
3.	PRECONSTRUCTION PHASE	A-4
4.	PRE-BID PHASE	A-6
5.	BIDDING PHASE	A-6
6.	CONSTRUCTION PHASE	A-6
7.	PROJECT COMPLETION	A-10
8.	FINAL DOCUMENTS	A-10
9.	WARRANTY	A-11

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Advise the District as to the regulatory agencies that have jurisdiction over the project(s), and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
- 1.3. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's Services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between the District and its design professional(s) of the Site Committee meetings and of construction meetings during the course of the Project. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the

District and/or its representative for inclusion in the overall Project documentation.

- 1.8. At the request of the District, develop a Management Information System (“MIS”) to assist in establishing communications between the District, Construction Manager, design professional(s), construction contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall interview the District’s key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.10. Prepare a bidders list for each bid package for approval by the District.
- 1.11. Assist the District in pre-qualifying bidders if prequalification is permitted by the District. This service shall include the following:
 - 1.11.1. Preparation and distribution of prequalification questionnaires;
 - 1.11.2. Receiving and analyzing completed questionnaires;
 - 1.11.3. Interviewing possible bidders, bonding agents and financial institutions; and
 - 1.11.4. Preparing recommendations for the District.
- 1.12. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 1.13. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.14. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the design professional(s) and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.
- 1.15. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Estimate and other Project costs shall be adjusted as indicated in the Agreement.

- 1.16. Provide and maintain a management team on the Project site(s).
- 1.17. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.18. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
- 1.19. Comply with any storm water management program that is approved by the District and applicable to the Project, at no additional cost to the District.
- 1.20. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.21. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- 1.22. Construction Manager is NOT responsible for:
 - 1.22.1. Ground contamination or hazardous material analysis.
 - 1.22.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.22.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Construction Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents.
 - 1.22.4. Historical significance report.
 - 1.22.5. Soils investigation.
 - 1.22.6. Geotechnical hazard report.

- 1.22.7. Topographic survey, including utility locating services.
- 1.22.8. Other items specifically designated as the District's responsibilities under this Agreement.
- 1.22.9. As-built documentation from previous construction projects.

2. GENERAL PROGRAM SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with the District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's Program. The Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between the District and its design professional(s).
- 2.2. **Scheduling:** Prepare methods to track and report on schedule status for each project and for the overall Program. The Construction Manager shall develop master schedules and milestone schedules for each project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. The Construction Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** The Construction Manager may be required to attend each monthly meeting of the District's Board of Education, and to provide updates at each meeting.

3. PRECONSTRUCTION PHASE

- 3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction contractor(s) to the District and Project design team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project design team to the construction contractor(s).
- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including the District, design professional(s), and construction contractor(s).

- 3.3. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and design professional(s). The Construction Manager will prepare a value engineering report will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.4. Perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% Construction Documents. The Construction Manager shall review the Design Documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Construction Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, construction duration and separation of the contracts for various portions of the Project into categories of the work and separate bid trade packages. However, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design or the contents of the Design Documents. The Construction Manager's actions in reviewing the Project design and the Design Documents and in making recommendations as provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of the Construction Manager's work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and the Design Documents.
- 3.5. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. Construction Manager shall review and approve construction contractor(s)' schedules, but shall not dictate any construction contractor(s)' means and/or methods of performance.
- 3.6. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.7. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.8. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual

budget and schedule. Pursuant to understandings reached at these meetings, the Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.9. Attend all planning, programming and master site planning meetings relating to the Project.
- 3.10. Provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phase as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.11. Advise District regarding "green building" technology and lifecycle costing, when applicable.

4. PRE-BID PHASE

- 4.1. Develop a master schedule and a construction milestone schedule for the Project.
- 4.2. Construction Manager shall in consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for the District's approval.
- 4.4. Work with the design professional(s) to separate the Construction Phase for the Project into bid packages.

5. BIDDING PHASE

- 5.1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Field questions from bidders, referring questions to design professional(s) and District as required. Coordinate with design professional(s)' to respond to bidder questions by addenda.
- 5.2. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.3. Conduct pre-award conferences with successful bidders.
- 5.4. Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.

6. CONSTRUCTION PHASE

- 6.1. Administer the construction contract(s).
- 6.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. The

Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.

- 6.3. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 6.4. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s), and design professional(s).
- 6.5. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, the Construction Manager will take appropriate measures to secure compliance, subject to District approval.
- 6.6. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. The Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 6.7. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 6.8. The Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Construction Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.9. Develop, implement, and coordinate with assistance from the District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.

- 6.10. Verify that safety programs are developed and submitted by each of the construction contractor(s) as required by the contract(s). Neither Construction Manager nor District shall be responsible for or have any liability for contractor(s) failure to provide, comply with, or enforce said safety programs.
- 6.11. Record the progress of the Project by a daily log.
- 6.12. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 6.13. Negotiate contractor's proposals and review change orders prepared by design professional(s), with design professional(s)' input as needed, for approval by the District's governing board.
- 6.14. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.15. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 6.16. Assist the District in selecting and retaining special consultants and testing laboratories and coordinate their services.
- 6.17. In conjunction with the Inspector and the design professional(s), monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the respective Construction Documents. As appropriate, with assistance of design professional(s) and the Inspector, make recommendations to the District regarding special inspection or testing of work that is not in accordance with the provisions of the Contract Documents.
 - 6.17.1. To guard District against defects in the work of the construction contractor(s), the Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.17.1.1. Accepted industry standards;
 - 6.17.1.2. Applicable laws, rules, or ordinances; and
 - 6.17.1.3. The Design Documents and Contract Documents;

- 6.17.2. Where the work of a construction contractor does not conform as set forth above, the Construction Manager shall, with the input of design professional(s):
- 6.17.2.1. Notify the District of any non-conforming work observed by the Construction Manager;
 - 6.17.2.2. Reject the non-conforming work; and
 - 6.17.2.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 6.18. Maintain logs of requests for information (“RFI”) from construction contractor(s), based on information obtained from the design professional(s).
- 6.19. Establish and implement procedures, in collaboration with the District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.
- 6.20. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.21. Prepare and distribute monthly project status reports for each active project and the Program, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.22. Maintain at the Project site and, if necessary, at the Construction Manager’s office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and design professional(s) share responsibility to prepare “Record Drawings” and “As-Built” documents.

7. PROJECT COMPLETION

- 7.1. The Construction Manager shall observe, with the District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s) and shall ensure the District of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager, in consultation with the Architect(s) and Inspector, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the Contract Documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractor(s)' performance and completion of punch list work. The Construction Manager shall review, with the Architect(s) and District, the completed punch list work. The Construction Manager shall ensure, with input of the Architect(s), that the completed punch list work complies with applicable provisions of the construction contract(s).
- 7.3. The Construction Manager shall determine, with the Architect(s) and District, when the Project or designated portions thereof are complete.
- 7.4. The Construction Manager shall conduct, with the Architect(s) and District, final inspections of the Project or designated portions thereof. The Construction Manager shall notify the District of final completion.
- 7.5. The Construction Manager shall consult with the Architect(s), Inspector and District and shall determine when the Project and the construction contractor(s)' work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractor(s).

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all as-built drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the project.

9. **WARRANTY**

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that is not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.
7. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
8. Providing coordination of Services or providing services related to Services performed by the District's own forces.
9. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto, except for a contractor's hearing necessitated by its request to substitute a subcontractor.
10. Performing technical inspection and testing.
11. Providing additional construction administration services necessitated by changes in the design professional(s)' firm or key personnel.

12. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.

The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.

EXHIBIT "C"
SCHEDULE OF WORK

56.

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District.

Method of Payment

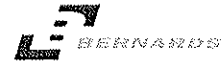
1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her/its sub-consultants.
4. Upon receipt and approval of Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

EXHIBIT D

Manhattan Beach Unified School District

Measure BB Bond Program - Mira Costa High School

BERNARDS GENERAL CONDITIONS - CONSTRUCTION MANAGEMENT - MULTI PRIME



2/16/2010

Temporary Facilities	Construction/Close-Out Duration (months) 31			BERNARDS COST BREAKDOWN		
	PROVIDED BY			Unit Cost	Qty.	Projected Costs
	Bernards	Manhattan Beach Unified School District	Contractor			
CM Field Office	X			\$ 1,600 /month	31	\$ 49,600
Temporary Inspector's Field Office		X		/month		\$ -
Temporary Architect's Field Office		X				\$ -
Desks, Chairs, Files, Plan Tables, Plan Racks	X			\$ 1,000 /lump sum	1	\$ 1,000
Conference Table and Chairs	X					\$ -
Telephone Service Installation		X		\$ 1,000 /lump sum	1	\$ 1,000
Cellular Telephone Service	X			\$ 200 /month	31	\$ 6,200
Telephone/Land Line (CM/Inspector only)		X				\$ -
Telephone/Contractor			X			\$ -
Copy Machine, Maintenance (rental)	X			\$ 230 /month	31	\$ 7,130
Computers, Printers, Software and IT support	X			\$ 10,000 /lump sum	1	\$ 10,000
Fax Machines	X			\$ 150 /lump sum	1	\$ 150
Office Machine Supplies	X			\$ 100 /month	31	\$ 3,100
Office Drinking Water/Suppliers	X			\$ 50 /month	31	\$ 1,550
Office Supplies/Postage/Delivery Service	X			\$ 150 /month	31	\$ 4,650
Reproduction		X		\$ 250 /month	31	\$ 7,750
Temporary Toilets (Trailers only)			X			\$ -
Temporary Toilets for Construction Workers			X			\$ -
Temporary Job Sign			X			\$ -
Bid Advertisement		X				\$ -
Bid Document Printing Costs		X				\$ -
Move-on (start of job only)	X			\$ 2,000 /lump sum	1	\$ 2,000
Intermediate Relocation (if required)		X				\$ -
Move-off (end of job only)	X			\$ 2,000 /lump sum	1	\$ 2,000
I.T. Expense (included with "Computers")	X					\$ -
Total Temporary Facilities						\$ 96,130
Jobsite Security						
Security for Site		X				\$ -
Security Alarm for Jobsite Office/Monitoring	X			\$ 100 /month	31	\$ 3,100
Jobsite Perimeter Barricading			X			\$ -
Temporary Barricades and Fencing			X			\$ -
Temporary Weatherproofing and Fencing			X			\$ -
Total Jobsite Security						\$ 3,100
Temporary Utilities (CM Field Office only)						
Power Cost - Temporary Installation Field Office	X			\$ 2,000 /lump sum	1	\$ 2,000
Power Cost - Consumption	X			\$ 600 /month	31	\$ 18,600
Water Cost - Temporary Installation	X			\$ 1,000 /lump sum	1	\$ 1,000
Water Cost - Consumption (if needed)	X			\$ 100 /month	31	\$ 3,100
Temporary Sewer Hook-up (if needed)			X			\$ -
Total Temporary Utilities						\$ 24,700
Clean-up						
Emergency Clean-up			X			\$ -
Progressive Clean-up			X			\$ -
Final Clean-up			X			\$ -
Dumpsters			X			\$ -
Total Clean-up						\$ -
Safety and First Aid						
Safety Inspections	X			\$ 250 /each	31	\$ 7,750
Ladders			X			\$ -
First Aid and Safety			X			\$ -
Fire Equipment (Fire Extinguishers)	X			\$ 200 /lump sum	1	\$ 200
Hard Hats (CM/Owner use)	X			\$ 200 /lump sum	1	\$ 200
First Aid Kits in Trailer	X			\$ 500 /lump sum	1	\$ 500
Miscellaneous Safety			X			\$ -
Total Safety and First Aid						\$ 8,650
Insurance and Bond						
Insurance, Professional Liability (included within Fee)	X					\$ -
Insurance, Builder's Risk/All Risk		X				\$ -
Insurance, General Liability (included within Fee)	X					\$ -
Total Insurance and Bond						\$ -
Total General Conditions						\$ 132,580
Monthly Rate						\$ 4,277

60.

EXHIBIT "E"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

(Contractor)

(To be executed and submitted by the successful bidder within 10 days after notice of award.)

The undersigned does hereby certify to the governing board of the Manhattan Beach Unified School District ("District") as follows:

1. That I am a representative of _____ (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

2. Contractor certifies that it has taken at least one of the following actions with respect to the construction project, which is the subject of the Contract (check all that applies):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the work site, which will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees is:

Dated: _____

CONTRACTOR

By: _____

Title: _____

Note: Failure to provide a signed copy of this document is cause for termination.

61.

E. CONSENT ITEM

20. TITLE: Claim Rejection

BACKGROUND: A claim against public entity dated December 1, 2009, was received by the Manhattan Beach Unified School District on January 4, 2010 from Popkin, Shamir & Golan on behalf of Maria Virna Vivar.

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

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: March 3, 2010

February 5, 2010

Manhattan Beach USD
325 S. Peck Ave.
Manhattan Beach, CA. 90266

Attn: Dr. Steven Romines

RE: Principal : ASCIP
 Date of Incident : 7-11-09
 Rec'd Y/Office : 1-5-10
 Claimant : Maria Virna Vivar
 Our File : 10-79772 DD

We have reviewed the above captioned claim and request that you take the action indicated below:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please provide us with a copy of the notice sent, as requested above. If you have any questions, please contact the undersigned.

Sincerely,

CorVel Corporation

Dale Danforth

E. **CONSENT ITEM:**

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

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

ACTION RECOMMENDED: Ratify purchase orders to date.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: March 3, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Manhattan Beach Unified School District - Business Services Division

Board List Purchase Orders Report

Purchase Orders/Buyouts To The Board for Ratification From: December 11, 2009 - February 18, 2010

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

District - 75333 Manhattan Beach USD

PO Issue	Date	PO #	Change Order #	Vendor Name	Description	Fund	Res.Pri	Goal	Funct	Obj	Sch/Loc	PO Amount	
1	2-Jul-09	9897-5	1	Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	01.0	00000.0	00000	21100	4415	0000112	654.15 inc.	
	11-Jan-10	11514-4		CSM	MAINTENANCE AGREEMENTS	01.0	11000.0	00000	24200	5890	0000116	5,000.00 inc.	
	14-Jul-09	16222-1	1	Canon Business	PRINTING SUPP/EQUIP	01.0	63000.0	11101	10000	4350	1000000	2,000.00 inc.	
	14-Jul-09	16361-1	1	Canon Business	PRINTING SUPP/EQUIP	01.0	63000.0	11101	10000	4350	1000000	100.00 inc.	
	14-Jul-09	16743-1	1	Canon Business	PRINTING SUPP/EQUIP	01.0	63000.0	11103	10000	4350	9000000	300.00	
2	2-Jul-09	17710	1	Office Depot	OFFICE SUPPLIES	01.0	00000.0	11101	10000	4310	3000100	8,054.15	
	19-Aug-09	17718	1	Office Depot	OFFICE SUPPLIES	01.0	00000.0	12003	10000	4310	9000100	1,000.00 inc.	
	2-Jul-09	17779	1	School Specialty Company	INSTRUCTIONAL SUPPLIES	01.0	00000.0	11101	10000	4310	4000100	(234.86) dec.	
5	Maintenance Open Purchase Orders												
	16-Jul-09	17606	1	Amadeus Auto Upholstery	CARPETS	01.0	00000.0	00000	81100	5630	0000117	1,265.14	
	16-Jul-09	17618	1	Carrier Southern California	MAINTENANCE SUPP/EQUIP	01.0	81500.0	00000	81100	4380	0000117	1,000.00 inc.	
	29-Jul-09	17635	1	GR Lighting Supplies	LIGHTING SUPP/EQUIP/MAINT/SYST	01.0	81500.0	00000	81100	4380	0000117	5,000.00 inc.	
	29-Jul-09	17682	2	Vision Communications Co.	RADIOS	01.0	81500.0	00000	81100	4380	0000117	3,000.00 inc.	
10	Individual Purchase Orders												
	7-Jan-10	17600		School Services of California	CONFERENCE AND TRAVEL	01.0	00000.0	00000	71100	5220	0000011	188.10	
	7-Jan-10	17600		School Services of California	CONFERENCE AND TRAVEL	01.0	00000.0	00000	71500	5220	0000011	381.90	
	7-Jul-09	17802	1	Riso	OFFICE SUPPLIES	01.0	00000.0	11101	10000	4310	4000100	(500.00) dec.	
	27-Jan-10	17981		The Music Mart	MUSICAL INSTRUMENTS/SUPP	01.0	00000.0	17243	10000	4310	9000100	327.56	
	17-Dec-09	18058		Health Edco	INSTRUCTIONAL SUPPLIES	01.0	00000.0	00000	74001	4350	0000115	299.08	
	17-Dec-09	18058		Health Edco	INSTRUCTIONAL SUPPLIES	01.0	00000.0	00000	74002	4350	0000115	299.08	
	11-Jan-10	18081		Harben, Inc.	PLUMBING SUPP/SYSTEM	01.0	81500.0	00000	81100	4380	0000117	1,312.80	
	16-Dec-09	18090		Xerox - The Document Company	OFFICE MACHINES SUPP/SERVICES	01.0	90290.0	11103	10000	4350	9000400	362.30	
	15-Dec-09	18097		Follett Library Resources	OFFICE MACHINES SUPP/SERVICES	01.0	00000.0	11101	10000	4220	8000400	584.72	
	17-Dec-09	18098		Xerox - The Document Company	OFFICE MACHINES SUPP/SERVICES	01.0	90290.0	11101	10000	4310	3000100	208.51	
	17-Dec-09	18101		Pacific Coachways	BUSES	01.0	00000.0	11101	10000	5812	3000400	1,313.30	
	17-Dec-09	18102		Mary Lynn McIver	After-school Enrichment	01.0	90255.0	11101	10000	5890	5000400	840.00	
	17-Dec-09	18103		Jon Fowler	After-school Enrichment	01.0	90255.0	11101	10000	5890	5000400	185.00	
	17-Dec-09	18104		Deborah Delamarter	After-school Enrichment	01.0	90255.0	11101	10000	5890	5000400	785.00	
	17-Dec-09	18105		Arthur Vanick	PHOTOGRAPHERS	01.0	90255.0	11101	10000	5890	8000400	735.00	
	17-Dec-09	18106		Monjaras & Wismeyer Group	CONTRACT CONSULTANTS	01.0	98172.0	17202	10000	5890	8000400	923.72	
	17-Feb-10	18107		ACSA	ADVERTISING	01.0	00000.0	00000	74001	5830	0000115	825.00	
	17-Dec-09	18108		Holt McDougal	BOOKS	01.0	40350.0	11100	10000	4310	0000112	1,181.45	
	17-Dec-09	18108		Holt McDougal	BOOKS	01.0	40350.0	11100	10000	4210	0000112	42.56	
	13-Jan-10	18109		Education Week	ADVERTISING	01.0	00000.0	00000	74001	5830	0000115	1,538.00	
	18-Dec-09	18111		Southern California Umpires Association	CONTRACTED SERVICES	01.0	90700.0	11102	10000	5890	8000400	770.00	
	18-Dec-09	18112		Bubble Rock Productions	FIELD TRIPS	01.0	90440.0	11101	10000	5890	4000400	884.00	
	1-Feb-10	18115		Big Joe Lift Trucks, Inc.	REPAIRS - OTHER	01.0	00000.0	00000	81100	5630	0000117	171.56	
	11-Jan-10	18116		Riso	OFFICE MACHINES SUPP/SERVICES	01.0	90230.0	11101	10000	4310	3000400	120.73	
	6-Jan-10	18117		Dulce Capadocia	After-school Enrichment	01.0	90245.0	11101	10000	5890	4000400	945.00	
	6-Jan-10	18118		Hugo Haezaert	After-school Enrichment	01.0	90245.0	11101	10000	5890	4000400	265.85	
	6-Jan-10	18119		Follett Library Resources	BOOKS	01.0	71560.0	11101	10000	4110	0000051	3,034.50	
	6-Jan-10	18120		Music in the Parks	Fees	01.0	90401.0	17201	10000	5890	0000112	533.70	
	7-Jan-10	18130		First Student	BUSES	01.0	90440.0	11101	10000	5812	4000400	533.70	
	7-Jan-10	18131		Monjaras & Wismeyer Group	CONTRACTED SERVICES	01.0	00000.0	00000	74002	5860	0000115	725.00	
	1-Feb-10	18132		A-A Backflow Testing & Maintenance	REPAIRS - OTHER	01.0	81500.0	00000	81100	5630	0000117	716.40	
	11-Jan-10	18133		Jon Fowler	After-school Enrichment	01.0	90255.0	11101	10000	5890	5000400	162.50	
	11-Jan-10	18135		Marie Solymosi	PEST CONTROL	01.0	00000.0	00000	82050	5630	0000117	182.58	
	11-Jan-10	18136		Walters Wholesale Electric Company	ELECTRICAL SUPP/EQUIP	01.0	81500.0	00000	81100	4380	0000117	810.00	
	11-Jan-10	18137		Mary Lynn McIver	After-school Enrichment	01.0	90245.0	11101	10000	5890	5000400	585.00	
	11-Jan-10	18138		Deborah Delamarter	FIELD TRIPS	01.0	90401.0	17201	10000	4310	0000112	280.00	
	13-Jan-10	18140		City of Manhattan Beach - Police Dept	INSTRUCTIONAL SUPPLIES	01.0	90407.0	11100	10000	4310	0000112	2,333.05	
	13-Jan-10	18141		Vernier Software & Technology	INSTRUCTIONAL SUPPLIES	01.0	90407.0	11100	10000	4310	0000112	3,507.06	
	13-Jan-10	18142		Fisher Scientific	INSTRUCTIONAL SUPPLIES	01.0	00000.0	18653	10000	4310	9000100	279.05	
	13-Jan-10	18143		Roscor	INSTRUCTIONAL SUPPLIES	01.0	00000.0	18653	10000	4310	9000100	279.05	

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Manhattan Beach Unified School District - Business Services Division

PO Issue Date	PO #	Change Order #	Vendor Name	Description	Fund	Res.Prj	Goal	Funcnt	OBJ	Sch/Loc	PO Amount
13-Jan-10	18144		Career Track	CONFERENCE AND TRAVEL	01.0	00000.0	00000	74002	5220	0000115	169.00
22-Jan-10	18146		Discount School Supply	INSTRUCTIONAL SUPPLIES	01.0	90220.0	11101	10000	4310	2000400	197.06
14-Jan-10	18148		ACP Direct	OFFICE MACHINES SUPP/SERVICES	01.0	90290.0	00000	24200	4400	9000400	113.12
15-Jan-10	18149		First Student	BUSES	01.0	90440.0	11101	10000	5812	4000400	854.00
15-Jan-10	18150		Textbook Warehouse Inc.	BOOKS	01.0	00000.0	11403	10000	4210	9000100	253.00
25-Jan-10	18151		Pacific Coachways	BUSES	01.0	90220.0	11101	10000	5812	2000400	1,330.00
25-Jan-10	18153		Monjaras & Wisemeyer Group	CONTRACTED SERVICES	01.0	00000.0	00000	74002	5860	0000115	1,000.00
22-Jan-10	18154		Deborah Delamarter	Afterschool Enrichment	01.0	90235.0	11101	10000	5890	3000400	1,350.00
22-Jan-10	18155		Pacific Coachways	BUSES	01.0	90230.0	11101	10000	5812	3000400	1,395.00
22-Jan-10	18156		MBUSD - Cafeteria Account	CATERING SERVICES	01.0	00000.0	00000	73000	4350	0000114	186.58
22-Jan-10	18157		Transportation Charter Services Inc.	BUSES	01.0	98175.0	17252	10000	5812	8000400	6,364.00
22-Jan-10	18159		Daily Breeze	ADVERTISING	01.0	00000.0	00000	27000	5830	0000000	360.18
22-Jan-10	18160		Deborah Delamarter	Afterschool Enrichment	01.0	90225.0	11101	10000	5890	2000400	495.00
22-Jan-10	18161		Louis & Company	HARDWARE SUPPLIES	01.0	00000.0	18403	10000	4310	9000100	2,066.45
25-Jan-10	18162		Just ASK Publications & Professional Dev	CONFERENCE AND TRAVEL	01.0	40350.0	11100	10000	5220	0000081	666.00
1-Feb-10	18163		Follett Ed Services	BOOKS	01.0	71560.0	11101	10000	4110	0000051	1,092.00
28-Jan-10	18164		Pacific Coachways	BUSES	01.0	90220.0	11101	10000	5812	2000400	947.50
25-Jan-10	18165		CASBO	MEMBERSHIPS	01.0	00000.0	00000	73000	5310	0000114	504.00
25-Jan-10	18166		Thomson West	FORMS	01.0	00000.0	00000	71500	4210	0000011	51.37
25-Jan-10	18166		Thomson West	FORMS	01.0	00000.0	00000	74001	4210	0000115	51.37
25-Jan-10	18166		Thomson West	FORMS	01.0	00000.0	00000	74002	4210	0000115	154.11
25-Jan-10	18167		E & H Trophy	AWARDS/CERTIFICATES	01.0	00000.0	00000	71100	4350	0000011	273.83
25-Jan-10	18168		MBUSD - Cafeteria Account	CATERING SERVICES	01.0	07393.0	00000	83000	4310	0000112	164.63
3-Feb-10	18169		Eagle Software	CONFERENCE AND TRAVEL	01.0	10000.0	00000	24200	5220	0000116	1,200.00
27-Jan-10	18170		ACDA	CONFERENCE AND TRAVEL	01.0	40350.0	11100	10000	5220	0000112	175.00
28-Jan-10	18171		Deborah Delamarter	Afterschool Enrichment	01.0	90215.0	11101	10000	5890	1000400	180.00
28-Jan-10	18172		Hugo Haezaert	Afterschool Enrichment	01.0	90215.0	11101	10000	5890	1000400	450.00
5-Feb-10	18173		100% Educational Videos	VIDEO SUPP/EQUIP/RENTAL	01.0	90231.0	11101	10000	4310	3000200	76.67
9-Feb-10	18174		RecWest Outdoor Products	REPAIRS - OTHER	01.0	00000.0	00000	82050	4370	0000117	15,588.98
1-Feb-10	18177		School Specialty Company	INSTRUCTIONAL SUPPLIES	01.0	06405.0	00000	83000	4350	0000112	1,152.72
1-Feb-10	18178		First Student	BUSES	01.0	90280.0	11102	10000	5812	8000400	2,254.04
1-Feb-10	18179		MBUSD - Cafeteria Account	CATERING SERVICES	01.0	00000.0	00000	71500	4350	0000011	138.03
1-Feb-10	18180		MBUSD - Cafeteria Account	CATERING SERVICES	01.0	00000.0	00000	21100	4350	0000112	48.92
1-Feb-10	18180		MBUSD - Cafeteria Account	CATERING SERVICES	01.0	00000.0	00000	74001	4350	0000115	84.88
1-Feb-10	18181		CASBO	CONFERENCE AND TRAVEL	01.0	00000.0	00000	73000	5220	0000114	120.00
1-Feb-10	18181		CASBO	CONFERENCE AND TRAVEL	01.0	00000.0	00000	74001	5220	0000115	40.00
1-Feb-10	18181		CASBO	CONFERENCE AND TRAVEL	01.0	00000.0	00000	73000	5220	0000115	40.00
1-Feb-10	18184		Aardvark Clay & Supplies	ART SUPP/EQUIP	01.0	00000.0	17123	10000	4310	9000100	820.98
3-Feb-10	18185		Biometrics4ALL, Inc.	MAINTENANCE AGREEMENTS	01.0	00000.0	00000	74001	5635	0000115	1,000.00
3-Feb-10	18186		Angela Glassman	CONTRACTED SERVICES	01.0	90235.0	11101	10000	5890	3000400	500.00
3-Feb-10	18187		Megan Brown	CONTRACTED SERVICES	01.0	90235.0	11101	10000	5890	3000400	500.00
9-Feb-10	18188		All Cities Paving & Concrete, Inc.	ASPHALT CONTRACTORS	01.0	00000.0	00000	82050	5630	0000117	6,300.00
5-Feb-10	18194		Hugo Haezaert	Afterschool Enrichment	01.0	90215.0	11101	10000	5890	1000400	225.00
5-Feb-10	18195		Pacific Coachways	BUSES	01.0	90210.0	11101	10000	5812	1000400	2,157.00
5-Feb-10	18196		Scantron	FORMS	01.0	90210.0	11101	10000	4310	0000011	1,575.00
5-Feb-10	18197		School Services of California, Inc.	CONFERENCE AND TRAVEL	01.0	00000.0	00000	71100	4350	0000011	109.12
8-Feb-10	18198		Jon Fowler	Afterschool Enrichment	01.0	90255.0	11101	10000	5890	5000400	162.50
8-Feb-10	18203		Carlex, Inc.	INSTRUCTIONAL SUPPLIES	01.0	00000.0	12003	10000	4310	9000100	151.49
17-Feb-10	18204		Xerox - The Document Company	OFFICE MACHINES SUPP/SERVICES	01.0	90290.0	11103	10000	4310	9000400	406.05
9-Feb-10	18205		Los Angeles County Dept of Public Health	PLUMBING SUPP/SYSTEM	01.0	815000.0	00000	81100	5890	0000117	260.00
9-Feb-10	18206		MBUSD Revolving Cash Fund	Employee Refund	76.0	00000.0	00000	00000	9517	0000000	2,000.00
9-Feb-10	18207		E & H Trophy	AWARDS/CERTIFICATES	01.0	00000.0	00000	71100	4350	0000011	102.89
10-Feb-10	18208		Hugo Haezaert	Afterschool Enrichment	01.0	00000.0	11101	10000	5890	4000400	585.00
10-Feb-10	18209		Deborah Delamarter	Afterschool Enrichment	01.0	90245.0	11101	10000	5890	4000400	2,430.00
10-Feb-10	18210		Mary Lynn McIver	Afterschool Enrichment	01.0	90245.0	11101	10000	5890	4000400	1,020.00
10-Feb-10	18211		R.G Silkscreening	UNIFORMS	01.0	90255.0	11101	10000	5890	5000400	565.70
11-Feb-10	18213		California Association for the Gifted	CONFERENCE AND TRAVEL	01.0	40350.0	11100	10000	5220	0000112	790.00
17-Feb-10	18214		Canon Business Solutions	OFFICE MACHINES SUPP/SERVICES	01.0	90440.0	11101	10000	4310	4000400	224.55
17-Feb-10	18215		Sheraton Grand Sacramento Hotel	CONFERENCE AND TRAVEL	01.0	40350.0	11100	10000	5220	0000112	584.56

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Manhattan Beach Unified School District - Business Services Division

PO Issue	PO #	Date	Vendor Name	Description	Fund	Res.Prj	Goal	Funcnt	OBJ	Sch/Loc	PO Amount
1	18109A	1-Feb-10	Editorial Projects om Education, Inc.	ADVERTISING	01.0	00000.0	00000	74001	5830	0000115	1,143.00
1	18109B	17-Feb-10	Editorial Projects om Education, Inc.	ADVERTISING	01.0	00000.0	00000	74001	5830	0000115	2,286.00
1	T10-133	6-Jan-10	Insight	OFFICE MACHINES SUPP/SERVICES	01.0	90280.0	00000	24200	4400	8000400	(454,82) dec.
1	T10-135	6-Jan-10	Insight	COMPUTER SUPP/EQUIP	01.0	90280.0	00000	24200	4400	8000400	(651.16) dec.
	T10-142	15-Dec-09	Insight	MEDIA EQUIPMENT	01.0	90290.0	00000	24200	4310	9000400	2,200.26
	T10-147	18-Dec-09	Cellular Solutions	TELEPHONE SUPP/EQUIP/SYSTEM	01.0	11000.0	00000	24200	4310	0000116	730.03
	T10-148	17-Dec-09	California Western Visuals	INSTRUCTIONAL SUPPLIES	01.0	90231.0	00000	24200	4400	3000200	3,956.03
	T10-149	18-Dec-09	Insight	COMPUTER SUPP/EQUIP	01.0	90231.0	00000	24200	4400	3000200	77,784.33
	T10-150	17-Dec-09	Bi Pro Computers	OFFICE MACHINES SUPP/SERVICES	01.0	11000.0	00000	24200	5630	0000116	368.10
	T10-151	17-Dec-09	California Western Visuals	MEDIA EQUIPMENT	01.0	90240.0	00000	24200	4400	4000400	14,437.69
	T10-153	11-Jan-10	Deil	COMPUTER SUPP/EQUIP	01.0	11000.0	00000	24200	4400	0000116	5,387.19
	T10-154	13-Jan-10	Insight	COMPUTER SUPP/EQUIP	01.0	90240.0	11101	10000	4310	4000400	216.71
	T10-155	11-Jan-10	Inspiration Software, Inc	SOFTWARE	01.0	90250.0	11101	10000	4340	5000400	384.12
	T10-156	11-Jan-10	Bi Pro Computers	COMPUTER SUPP/EQUIP	01.0	90280.0	00000	24200	4400	8000400	504.80
	T10-157	11-Jan-10	Bi Pro Computers	OFFICE MACHINES SUPP/SERVICES	01.0	90280.0	11102	10000	4400	8000400	504.80
	T10-159	11-Jan-10	Scrip Logic	COMPUTER SUPP/EQUIP	01.0	11000.0	00000	24200	4340	0000116	673.50
	T10-160	11-Jan-10	Deil	COMPUTER SUPP/EQUIP	01.0	90290.0	00000	24200	4400	9000400	1,470.50
	T10-161	13-Jan-10	Insight	COMPUTER SUPP/EQUIP	01.0	40350.0	11100	10000	4400	0000112	884.30
	T10-162	13-Jan-10	Insight	MEDIA EQUIPMENT	01.0	90290.0	11103	10000	4400	9000400	744.91
	T10-164	15-Jan-10	Deil	COMPUTER SUPP/EQUIP	01.0	11000.0	00000	24200	4310	0000116	971.01
	T10-166	25-Jan-10	Insight	COMPUTER SUPP/EQUIP	01.0	90230.0	11101	10000	4400	3000400	884.30
	T10-167	28-Jan-10	Insight	COMPUTER SUPP/EQUIP	01.0	90407.0	13400	10000	4400	0000112	14,148.79
	T10-168	28-Jan-10	Insight	COMPUTER SUPP/EQUIP	01.0	90280.0	11102	10000	4400	8000400	21,966.94
1	T10-169	3-Feb-10	Insight	MEDIA EQUIPMENT	01.0	06205.0	00000	24200	4400	0000116	10,584.60
	T10-170	3-Feb-10	California Western Visuals	COMPUTER SUPP/EQUIP	01.0	08205.0	00000	24200	4400	0000116	3,956.78
	T10-171	1-Feb-10	Insight	MEDIA EQUIPMENT	01.0	40350.0	11100	10000	4400	0000112	744.91
											259,844.28
											269,011.92
66											
67											
68	Special Education										
	25-Jan-10	18166	Thomson West	FORMS	01.0	65000.0	50010	31100	4210	0000113	51.37
	1-Feb-10	18180	MBUSD - Catereria Account	CATERING SERVICES	01.0	65000.0	50010	31100	4350	0000113	37.44
	8-Feb-10	AT-114	Attainment Company	INSTRUCTIONAL SUPPLIES	01.0	65000.0	57300	11300	4310	0000049	285.73
	17-Feb-10	AT-115	R. J. Cooper & Associates	COMPUTER SUPP/EQUIP	01.0	33130.0	57700	11300	4310	0000113	575.75
	15-Dec-09	S10-130	Dynavox Systems	SOFTWARE	01.0	65000.0	57500	11300	4340	0000113	109.75
	22-Jan-10	S10-134	Pearson Clinical Assessment	INSTRUCTIONAL SUPPLIES	01.0	33130.0	57700	11300	4310	0000113	580.63
	22-Jan-10	S10-135	Pro-ed	INSTRUCTIONAL SUPPLIES	01.0	33130.0	57700	11300	4310	0000113	360.45
	22-Jan-10	S10-137	Winsor Learning/PCI Education	INSTRUCTIONAL SUPPLIES	01.0	33130.0	57700	11300	4310	0000113	2,754.96
	22-Jan-10	S10-138	Rifton Equipment	INSTRUCTIONAL SUPPLIES	01.0	33130.0	57700	11300	4210	0000113	244.04
	1-Feb-10	S10-139	Just ASK Publications & Professional Dev	INSTRUCTIONAL SUPPLIES	01.0	33130.0	57700	11300	4310	0000113	1,255.55
	1-Feb-10	S10-140	Discount School Supply	INSTRUCTIONAL SUPPLIES	01.0	33190.0	57300	11300	4310	0000049	1,106.47
	1-Feb-10	S10-141	Discount School Supply	INSTRUCTIONAL SUPPLIES	01.0	33190.0	57300	11300	4310	0000049	1,589.40
	1-Feb-10	S10-142	Lakeshore	INSTRUCTIONAL SUPPLIES	01.0	33190.0	57300	11300	4310	0000049	208.25
	1-Feb-10	S10-143	Lakeshore	INSTRUCTIONAL SUPPLIES	01.0	33190.0	57300	11300	4310	0000049	2,484.96
	1-Feb-10	S10-144	Ellison Educational Equipment, Inc.	INSTRUCTIONAL SUPPLIES	01.0	33190.0	57300	11300	4310	0000049	582.22
	1-Feb-10	S10-146	Uline	INSTRUCTIONAL SUPPLIES	01.0	33190.0	57300	11300	4310	0000049	239.44
	17-Feb-10	S10-147	Winsor Learning/PCI Education	INSTRUCTIONAL SUPPLIES	01.0	33130.0	57700	11300	4310	0000113	903.48
	17-Feb-10	S10-148	PCI Educational Publishing	INSTRUCTIONAL SUPPLIES	01.0	33130.0	57700	11300	4310	0000113	112.09
	11-Jan-10	T10-152	Don Johnson	SOFTWARE	01.0	65000.0	57500	11300	4340	0000113	337.12
	13-Jan-10	T10-162A	PC Mall / Mac Mall	SOFTWARE	01.0	65000.0	57500	11300	4340	0000113	192.10
	13-Jan-10	T10-163	ST4 Learning Inc.	SOFTWARE	01.0	65000.0	57500	11300	4340	0000113	339.56
	15-Jan-10	T10-165	Toball ATI	COMPUTER SUPP/EQUIP	01.0	65000.0	57500	11300	4340	0000113	2,426.45
	17-Feb-10	T10-172	Bi Pro Computers	COMPUTER SUPP/EQUIP	01.0	33130.0	57700	11300	4310	0000113	986.65
81	Individual Service Agreements (purchase orders to cover board approved contracts)									subtotal	17,761.86
	18-Dec-09	S10-C0601	Heather Clare	Occupational Therapy	01.0	65000.0	57500	11905	5850	0000113	18,900.00
	24-Oct-09	S10-M00301	Beach Cliftes Learning Center	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	1,050.00 inc.
	24-Oct-09	S10-M00302	Beach Cliftes Learning Center	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	3,120.00 inc.
	24-Oct-09	S10-M00303	Beach Cliftes Learning Center	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	1,050.00 inc.
	22-Dec-09	S10-M00304	Beach Cliftes Learning Center	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000052	19,615.00
	22-Dec-09	S10-M00305	Beach Cliftes Learning Center	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	1,153.00
	28-Dec-09	S10-M00306	Beach Cliftes Learning Center	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	7,100.00

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Manhattan Beach Unified School District - Business Services Division

PO Issue Date	PO #	Change Order #	Vendor Name	Description	Fund	Res.Prj	Goal	Funcnt	OBJ	Sch/Loc	PO Amount
22-Dec-09	S10-M00307		Beach Cities Learning Center	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	20,980.00
21-Sep-09	S10-M01202	1	Help Group, The	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	(13,285.00) dec.
26-Jan-10	S10-M01403		Heritage Schools	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	12,852.00
18-Sep-09	S10-M01601	1	Logan River Academy	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	(20,605.00) dec.
18-Sep-09	S10-M01901	1	South Bay High School	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	(5,220.00) dec.
18-Sep-09	S10-M01902	1	South Bay High School	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	(7,100.00) dec.
25-Sep-09	S10-M01907	1	South Bay High School	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	(20,980.00) dec.
18-Sep-09	S10-M02501	1	Villa Esperanza	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	(9,796.00) dec.
21-Oct-09	S10-M02701	1	The Westview School	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000053	(9,819.00) dec.
22-Dec-09	S10-M02702	2	The Westview School	NONPUBLIC SCHOOLS SERVICE	01.0	65000.0	57500	11802	5810	0000052	(3,982.25) dec.
18-Sep-09	S10-M05501	3	Autism Spectrum Therapies, Inc.	Non Public Agency Services	01.0	65000.0	57500	11801	5810	0000052	1,180.25
13-Jan-10	S10-M05604		Behavior and Education, Inc.	Non Public Agency Services	01.0	65000.0	57500	11801	5810	0000052	1,036.00
18-Sep-09	S10-M08401	2	JBA Institute, LLC	Non Public Agency Services	01.0	65000.0	57500	11801	5810	0000052	1,036.00
18-Sep-09	S10-M08402	1	JBA Institute, LLC	Non Public Agency Services	01.0	65000.0	57500	11801	5810	0000051	750.00
13-Jan-10	S10-M09804		Pediatric Therapy Network	Non Public Agency Services	01.0	65000.0	57500	11801	5810	0000052	3,350.00
26-Jan-10	S10-T01403		West Shield	TRANSPORTATION SUPP/EQUIP/SERV	01.0	65000.0	57500	11300	5890	0000113	3,250.00
4-Feb-10	S10-T01404		West Shield	SECURITY GUARDS/SERVICES	01.0	65000.0	57500	11300	5890	0000113	19,920.00
										subtotal	36,681.86
19-Jan-10	18152		Discount School Supply	INSTRUCTIONAL SUPPLIES	63.0	00100.0	00000	60000	4310	2000000	177.20
											177.20
											2,822.25
11-Jan-10	18100		A-Pro Glass Tinting	WINDOW TREATMENTS	14.0	00000.0	00000	81100	5630	0000117	460.00
8-Feb-10	18202		A-Pro Glass Tinting	GLASS AND GLASS PRODUCTS	14.0	00000.0	00000	81100	5630	0000117	19,071.00
8-Feb-10	181201		ACCO Engineered Systems	HEATING SUPP/EQUIP/SYSTEM	14.0	00000.0	00000	81100	5630	0000117	22,353.25
											1,508.80
15-Dec-09	18099		Culver Newlin	FURNITURE, SCHOOL	25.0	00000.0	00000	72000	4350	0000000	1,508.80
											1,508.80
											1,702.96
17-Feb-10	18175		Bio-Rad	INSTRUCTIONAL SUPPLIES	01.0	91169.0	17243	10000	4310	9000500	547.10
11-Jan-10	18122		Manhattan Repro	PRINTING SERVICES	01.0	91169.0	17243	10000	4310	9000500	402.50
11-Jan-10	18123		Global Transportation Services	BUSES	01.0	91169.0	17243	10000	4310	9000500	1,500.00
11-Jan-10	18124		Mark Hufibarger	MUSICAL INSTRUMENTS/SUPP	01.0	91169.0	17243	10000	4310	9000500	500.00
11-Jan-10	18125		VIP Tours of California, Inc	BUSES	01.0	91169.0	17243	10000	4310	9000500	300.00
14-Jan-10	18126		Paul Levin	CONTRACTED SERVICES	01.0	91169.0	17243	10000	4310	9000500	1,426.75
11-Jan-10	18127		B & G House of Printing, Inc.	PRINTING SUPP/EQUIP	01.0	91169.0	17243	10000	4310	9000500	1,500.00
11-Jan-10	18129		Lesliff Beard	Afterschool Enrichment	01.0	91169.0	17243	10000	5890	9000500	450.00
22-Jan-10	18145		George Fox University	CONFERENCE AND TRAVEL	01.0	91169.0	17243	10000	5220	9000500	51,398.00
3-Feb-10	18189		Mid America Productions	FIELD TRIPS	01.0	91169.0	17243	10000	5890	9000500	200.00
4-Feb-10	18192		Poway High School	FEES, LICENSE	01.0	91179.0	17103	10000	4310	9000500	2,385.16
11-Jan-10	18134		Dick Blick	ART SUPP/EQUIP	01.0	91195.0	00000	27000	4350	9000500	433.51
18-Dec-09	18110		Copy Shop, The	PRINTING SERVICES	01.0	91195.0	11103	10000	4350	9000500	288.56
22-Dec-09	18113		Crestline	INSTRUCTIONAL SUPPLIES	01.0	91195.0	11103	10000	4350	9000500	420.76
14-Jan-10	18147		Crestline	INSTRUCTIONAL SUPPLIES	01.0	91195.0	11103	10000	4310	9000500	1,464.50
22-Jan-10	18158		NASSP	INSTRUCTIONAL SUPPLIES	01.0	91195.0	11103	10000	4350	9000500	276.57
1-Feb-10	18182		PTM Document Systems	TEST/TEST MATERIALS	01.0	91195.0	00000	27000	4350	9000500	137.19
1-Feb-10	18183		All American Trophy	AWARDS/CERTIFICATES	01.0	91195.0	00000	27000	4350	9000500	932.63
5-Feb-10	18193		Copy Shop, The	PRINTING SERVICES	01.0	91195.0	00000	27000	4350	9000500	666.18
8-Feb-10	18199		Copy Shop, The	CATERING SERVICES	01.0	91195.0	00000	27000	4350	9000500	250.00
8-Feb-10	18200		MBUSD - Cafeteria Account	CONFERENCE AND TRAVEL	01.0	91195.0	00000	27000	4350	9000500	269.97
8-Feb-10	18200		Eagle Software	CONFERENCE AND TRAVEL	01.0	91195.0	11103	10000	4310	9000500	269.97
15-Dec-09	T10-145		Dell	LIGHTING SUPP/EQUIP/MAINT/SYST	01.0	91195.0	11103	10000	4310	9000500	1,082.07
18-Dec-09	T10-146		Dell	MEDIA EQUIPMENT	01.0	91195.0	11103	10000	4310	9000500	895.00
18-Dec-09	18095		First Student	BUSES	01.0	91202.0	13403	10000	5812	9000500	163.16
18-Dec-09	18096		LACOE	FIELD TRIPS	01.0	91202.0	13403	10000	5890	9000500	2,101.98
13-Jan-10	18060		Library Video Company	VIDEO SUPP/EQUIP/RENTAL	01.0	91204.0	13403	10000	4310	9000500	
25-Jan-10	18139		Film Scientific, Inc.	INSTRUCTIONAL SUPPLIES	01.0	91204.0	13403	10000	4310	9000500	

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Manhattan Beach Unified School District - Business Services Division

PO Issue	Date	PO #	Change Order	# PJO	Vendor Name	Description	Department/Site	Fund	Res.Prj	Goal	Funct	OBJ	Sch/Loc	PO Amount
114	17-Feb-10	18176	17		Filinn Scientific, Inc.	INSTRUCTIONAL SUPPLIES	Mira Costa, Science Lab	01.0	91204.0	13403	10000	4310	9000500	901.57
115	22-Dec-09	18114	22		Roscor	MEDIA EQUIPMENT	Mira Costa, Woodshop	01.0	91210.0	18673	10000	4310	9000500	974.00
116														73,860.09
117														403,593.12
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		General fund	01.0	00000.0	00000	71100	5820	0000011	7,296.20
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		General fund	01.0	00000.0	00000	71100	5820	0000011	4,189.59
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		General fund	01.0	00000.0	00000	71100	5820	0000011	3,742.95
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		General fund	01.0	00000.0	00000	71100	5820	0000011	404.96
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		General fund	01.0	00000.0	00000	74001	5820	0000115	2,831.65
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		General fund	01.0	00000.0	00000	74001	5820	0000115	7,154.94
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000051	15,464.19
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000051	4,769.54
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000052	305.58
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000052	22.50
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000053	968.33
	9-Dec-09				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000053	5,331.99
	9-Dec-09				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000113	3,463.31
	9-Dec-09				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000113	20,945.38
	9-Dec-09				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000113	3,463.31
	9-Dec-09				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000113	20,937.75
	9-Dec-09				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000113	185.00
	9-Dec-09				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000113	21,081.63
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000113	91.70
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000113	47.86
	7-Jan-10				Fagen Friedman & Fulfrost, LLP		Special Education	01.0	65000.0	50010	71100	5820	0000113	6,840.70
														129,539.06

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E. CONSENT ITEMS

22. **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: Avery Dennison and The Broad Foundation.

ACTION RECOMMENDED: Accept with thanks, gifts from:
Avery Dennison and The Broad Foundation.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: March 3, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Donor	Description	Site Donated To
Avery Dennison	Office supplies	District
The Broad Foundation	\$25,000	Mira Costa Orchestra

E. CONSENT ITEM

23. **TITLE:** Developer Fees

BACKGROUND: The attached material details the District's share of Developer Fees collected during the month of January, 2010. The total received for the month of January is \$42,921.60.

ACTION RECOMMENDED: No action is recommended.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: March 3, 2010

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

1986/87	27,550.00	1997/98	858,526.83
1987/88	370,367.30	1998/99	949,097.79
1988/89	367,185.00	1999/00	845,723.70
1989/90	664,577.39	2000/01	973,429.53
1990/91	310,430.11	2001/02	887,811.27
1991/92	273,011.74	2002/03	1,028,120.90
1992/93	230,276.57	2003/04	1,101,872.99
1993/94	407,139.86	2004/05	984,925.42
1994/95	327,074.42	2005/06	1,013,410.79
1995/96	456,396.95	2006/07	990,987.60
1996/97	518,156.57	2007/08	787,883.02

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

2009/10	
July	20,011.47
August	3,177.04
September	17,899.78
October	29,747.93
November	19,977.48
December	17,723.57
January	42,921.60
February	
March	
April	
May	
June	
2009/10 Total	151,458.87

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

DEVELOPER FEES
January-10

<u>DATE</u>	<u>ADDRESS</u>	<u>ADDITION/ NEW CONSTRUCTION</u>	<u>SQUARE FOOTAGE</u>	<u>AMT PAID</u>
Jan				
06	701 25th St	New Construction	5894	15,501.22
07	1208 Lynngrove Dr	Addition	1691	4,447.33
11	448 Marine Ave	New Construction	4642	12,208.46
13	1700 2nd St	New Construction	1953	5,136.39
14	413 9th St	Addition	932	2,451.16
15	448 31st St	New Construction	670	1,762.10
22	1127 Rhonda Dr	Addition	538	1,414.94

Total: \$42,921.60

G. **BOARD BUSINESS**

2. **TITLE:** Receive for First Reading and Adoption, revised Administrative Regulation 6164.4, Identification and Assessment of Students for Special Education

BACKGROUND: Manhattan Beach Unified School District Administrative Regulation 6164.4, Identification and Assessment of Students for Special Education, is presented to the Board as a revision for first reading and adoption. This regulation is revised to reflect **NEW FEDERAL REGULATIONS** which authorize a parent/guardian to revoke consent for the continued provision of special education services for his/her child at any time. Upon receipt of this revocation, the district must provide prior written notice, as specified, and the district may not override this revocation by filing for a due process hearing or mediation. The regulation also is updated to reflect **NEW LAWS** (AB 1663) which conforms state law to federal law by clarifying the factors that must be considered when making a determination of eligibility for special education and the areas in which a student must be assessed.

FINANCIAL IMPACT: None

ACTION: Receive for First Reading and Adoption, revised Administrative Regulation 6164.4, Identification and Assessment of Students for Special Education

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: March 3, 2010

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

Instruction

IDENTIFICATION AND ASSESSMENT FOR SPECIAL EDUCATION

Referrals for Special Education Services

A student shall be referred for special educational instruction and services only after the resources of the general education program have been considered and used where appropriate. (Education Code 56303)

All referrals from school staff for special education and related services shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and their effect. (5 CCR 3021)

Initial ~~Evaluation~~ *Assessment* for Special Education Services

Before the initial provision of special education and related services to an individual with exceptional needs, the district shall conduct a full and individual initial ~~evaluation~~ *assessment* of the student. (34 CFR 300.301; Education Code 56320)

Assessment Plan

~~Within 15 days~~ *Upon receipt* of the referral of any student for special education and related services, the district shall develop a proposed ~~evaluation~~ *assessment* plan *shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days,* unless the parent/guardian agrees in writing to an extension. ~~This 15-day period does not include days between the student's regular school session or term, or days of school vacation in excess of five school days from the date of receipt of the referral.~~ If the referral is made within 10 days or less prior to the end of the student's regular school year *or term*, the proposed ~~evaluation~~ *assessment* plan shall be developed within 10 days after the beginning of the next regular school year or ~~the student's regular school term~~. A copy of the district's notice of parents'/guardians' rights shall be attached to the assessment plan. ~~In the case of the student's school vacation in excess of five school days, the 15-day deadline shall recommence on the date the student's regular school days reconvene.~~ (Education Code 56043, 56321)

The proposed ~~evaluation~~ *assessment* plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public;
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless *to do so* is clearly not feasible;

Instruction

IDENTIFICATION AND ASSESSMENT FOR SPECIAL EDUCATION

- 3. Explain the types of ~~evaluation~~ **assessment(s)** to be conducted; *and*
- 4. State that no individualized education program (IEP) will result from the ~~evaluation~~ **assessment** without parent/guardian consent.

(cf. 6159 - Individualized Education Program)

Prior to conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the ~~evaluation~~ **assessment** plan, *the district shall provide* the parent/guardian ~~shall receive~~ written notice that includes all of the following information: (34 CFR 300.304, ~~300.504~~; Education Code 56329)

1. Upon completion of the administration of tests and other ~~evaluation~~ **assessment** materials, an IEP team meeting that includes the parent/guardian *and/or* his/her representatives shall be scheduled pursuant to Education Code 56341, ~~to~~ *At this meeting, the team shall* determine whether or not the student is an individual with exceptional needs, as defined in Education Code 56026, and ~~shall~~ *to* discuss the ~~evaluation~~ **assessment**, the educational recommendations, and the reasons for these recommendations.

2. ~~In~~ *When* making a determination of eligibility for special education, ~~the student shall not be determined to be an individual with exceptional needs if the determinant factor is lack of appropriate instruction in reading, lack of instruction in mathematics, or limited English proficiency.~~ *the IEP team shall not determine that a student is disabled if the primary factor for such determination is any one of the following:*

- (a) *lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368 of the No Child Left Behind Act;*
- (b) *lack of appropriate instruction in mathematics;*
- (c) *limited English proficiency; or*
- (d) *the student does not otherwise meet the eligibility criteria for special education.*

- 3. A copy of the ~~evaluation~~ **assessment** report and the documentation of determination of eligibility shall be given to the parent/guardian.
- 4. If a parent/guardian disagrees with an ~~evaluation~~ **assessment** obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation of the student from qualified specialists, in accordance with 34 CFR 300.502. *A parent/guardian*

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is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its ~~evaluation~~ **assessment**, or if its ~~evaluation~~ **assessment** procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to the independent educational evaluation. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, *if any*, regardless of whether the independent educational evaluation is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508~~9~~ to show that its ~~evaluation~~ **assessment** is appropriate. If the final decision resulting from the due process hearing is that the ~~evaluation~~ **assessment** is appropriate, the parent/guardian maintains the right for an independent educational evaluation, but not at public expense.

If the parent/guardian obtains an independent educational evaluation at private expense, the results of the **independent educational** evaluation shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an independent educational evaluation of the student in the student's current educational placement and setting, if any, proposed by the district, regardless of whether the independent educational evaluation is initiated before or after the filing of a due process hearing.

6. If a parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement **and the student in the proposed placement**, ~~and~~ if the student has already been unilaterally placed in the nonpublic school by the parent/guardian, ~~the student in the proposed placement~~. Any such observation shall only be of the student who is the subject of the observation and ~~may~~ **shall** not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

(cf. 5145.6 - Parental Notifications)

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

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(cf. 6164.41 - Children with Disabilities Enrolled by their Parents in Private School)

Parent/Guardian Consent for ~~Evaluations~~ Assessments

Upon receiving the proposed ~~evaluation~~ **assessment** plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the initial ~~evaluation~~ **assessment**. The district shall not interpret parent/guardian consent for initial ~~evaluation~~ **assessment** as consent for initial placement or initial provision of special education services. (34 CFR 300.300, 34 CFR 300.301; Education Code 56320, 56321)

Informed ~~parental~~ consent means that the parent/guardian: (34 CFR 300.9)

1. Has been fully informed, ***in his/her native language or other mode of communication***, of all information relevant to the activity for which consent is sought; ~~in his/her native language or other mode of communication;~~
2. Understands and agrees, in writing, to the carrying out of the activity for which his/her consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom;
3. Understands that the granting of consent is voluntary on his/her part and may be revoked at any time; ***and***
4. Understands that if he/she revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

The district shall make reasonable efforts to obtain the informed consent of the parent/guardian for an initial ~~evaluation~~ **assessment** or ~~reevaluation~~ **reassessment** of a student. The district shall maintain a record of its attempts to obtain consent, including: (34 CFR 300.300, ~~300.322~~; ***Education Code 56321, 56341.5***)

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to the parent/guardian and any responses received; ***and/or***
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits.

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If a parent/guardian refuses to consent to the initial ~~evaluation~~ **assessment** or fails to respond to a request to provide consent, the district may, but is not required to, pursue an ~~evaluation~~ **assessment** by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516, *if appropriate*. (34 CFR 300.300; Education Code 56321.)

If a parent/guardian refuses to consent to the initial assessment, or fails to respond to a request to provide consent, the district does not violate its obligations under 34 CFR 300.301 through 300.311 if the district declines to pursue the assessment.

For a student who is a ward of the state and not residing with his/her parent/guardian, the district ~~may conduct~~ **is not required to obtain informed consent for an initial evaluation assessment** without obtaining informed consent if any of the following situations exists: (20 USC 1414; 34 CFR 300.300; Education Code 56321.1)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student.
2. The rights of the parent/guardian of the student have been terminated in accordance with California law.
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with California law and consent for an initial ~~evaluation~~ **assessment** has been given by an individual appointed by the judge to represent the student.

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

The district ~~need~~ **is not required to** obtain parent/guardian consent before ~~reviewing existing data as part of an evaluation or administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students.~~ (34 CFR 300.300; Education Code 56321)

1. *Reviewing existing data as part of an assessment; and/or*
2. *Administering a test or other assessment that is administered to all students, unless consent is required from the parents/guardians of all students.*

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Conduct of the ~~Evaluation~~ *Assessment*

Within 60 days of receiving informed parent/guardian consent for the assessment, not counting days between the student's regular school sessions/terms or days of school vacation in excess of five schooldays, ~~the district shall complete the determination as to whether the student is an individual with exceptional needs; conduct the initial evaluation assessment to determine his/her educational needs, and, if required, develop an IEP within 60 days of receiving informed parent/guardian consent for the evaluation for the student.~~ (34 CFR 300.300, 300.301; Education Code 56344)

The ~~evaluation~~ *assessment* shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district, county office of education, or special education local plan area (SELPA). (Education Code 56320, 56322.) *Any psychological assessment shall be conducted by a credentialed school psychologist who is trained and prepared to assess cultural and ethnic factors appropriate to the student. Any health assessment shall be conducted by a credentialed school nurse or physician who is trained and prepared to assess cultural and ethnic factors appropriate to the student. (Education Code 56324.)*

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an ~~evaluation~~ *assessment* for eligibility for special education and related services. (34 CFR 300.302)

In conducting the ~~evaluation~~ *assessment*, the district shall **must** use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student, **including** ~~The district shall also use any~~ information provided by the parent/guardian that may assist the district in ~~making the determination~~ **ing** as to whether the student is a student with a disability and, if so, the necessary components of his/her IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's ~~evaluation~~ shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability; and ~~for determining/~~ the appropriate educational program for the student. The **district's assessors** ~~assessment~~ shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (34CFR 300.304)

The district shall also ensure that assessments and other ~~evaluation~~ *assessment* materials provide relevant information that directly assists persons in determining the student's educational needs

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and are: (34 CFR 300.304; Education Code 56320)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis;
2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer;
3. Used for the purposes for which the assessments or measures are valid and reliable;
4. Administered by trained and knowledgeable personnel;
5. Administered in accordance with any instructions provided by the producer of the assessments;
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient;
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to ~~best ensure that the~~ **produce** results accurately reflect the student's aptitude or achievement level or ~~whatever~~ **any** other factors the test purports to measure.

Any individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist. (Education Code 56320.)

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health **and development**, vision (**including low vision**), hearing, ~~social and emotional status~~, **motor abilities, language function**, general intelligence, academic performance, communicative status, ~~and motor abilities~~, **self-help, orientation and mobility skills, career and vocational abilities and interests**, and social and emotional status. **When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided.** The district shall ensure that the ~~evaluation~~ **assessment** is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (34 CFR 300.304; **Education Code 56320**)

As part of the initial ~~evaluation~~ **assessment** and any ~~reevaluation~~ **reassessment**, the IEP team and other qualified professionals, shall, if appropriate, review existing ~~evaluation~~ **assessment** data on

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the student, including ~~evaluations~~ *assessments* and information provided by the parents/guardians; current classroom-based local or state assessments and classroom-based observations; and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (34 CFR 300.305; Education Code 56381)

1. Whether the student is a student with a disability, or in the case of a ~~reevaluation~~ *reassessment*, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in his/her IEP and to participate, as appropriate, in the general education curriculum

If a student ~~has transferred into or out of the~~ from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full assessments. (34 CFR 300.304)

~~Eligibility Determination~~

~~Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the child is a student with a disability and the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)~~

The personnel who evaluate the student shall prepare a written report, ~~or reports,~~ of the results of each ~~evaluation~~ *assessment*. The report(s) shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services

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2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities ~~consistent with Education Code 56136.~~

A copy of the assessment report(s) shall be given to the parent/guardian at no cost. (34 CFR 300.306; Education Code 56329.)

Eligibility Determination

Upon completion of the administration of assessments and other assessment measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability and, if so, his/her educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

When making a determination of eligibility for special education and related services, the district ~~student~~ shall not *be determined to be that a student is disabled with a disability* if the primary factor for such determination is *any of the following*: (1) lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368 of the No Child Left Behind Act; (2) lack of appropriate instruction in mathematics; (3) limited English proficiency; and/or (4) that the student does not otherwise meet the eligibility criteria *for special education and related services.* (34 CFR 300.306; Education Code 56329)

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~~If a determination is made that a student has exceptional needs and needs special education and related services, an IEP shall be developed within a total time not to exceed 60 days, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five school days, from the date of the receipt of the parent/guardian's consent for evaluation, unless the parent/guardian agrees, in writing, to an extension. (34CFR 300.306; Education Code 56043)~~

Independent Educational Evaluation

~~The~~ *If a* parents/guardians of an individual with exceptional needs have *disagrees with an assessment obtained by the district, the parent/guardian has* the right to obtain, *at public expense*, an independent educational evaluation ~~at public expense~~ *of the student from qualified specialists, and* under the same criteria that the district uses for ~~a district-initiated evaluation~~ *its own assessments. (34 CFR 300.502; Education Code 56329) See Exhibit AR 6164.4 for the district's Policies and Procedures for Independent Educational Evaluations.*

An independent educational evaluation is an evaluation conducted by a qualified examiner who is not employed by the district. Public expense means the district either pays for the full cost of the independent educational evaluation or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502; *Education Code 56329*)

The parent/guardian is entitled to only one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (34 CFR 300.502; *Education Code 56329*)

~~If a parent/guardian has requested an independent educational evaluation, the district may ask for a reason that he/she objects to the district's evaluation. However, the parent/guardian is not required to provide the reason to the district. (34CFR 300.502)~~

Upon receiving the request for an independent educational evaluation, the district ~~shall~~ *must* without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its ~~evaluation~~ *assessment* is appropriate
2. Ensure that an independent evaluation is provided at public expense, unless the district can later demonstrate at a hearing that the evaluation obtained by the parent/guardian did not ~~satisfy~~ *meet* the district's criteria

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If *the district files* a due process hearing decision determines *complaint, and the final decision is* that the district's ~~evaluation~~ *assessment* is appropriate, then the parent/guardian ~~may obtain~~ *is still entitled to* an independent evaluation, but not at public expense. (34 CFR 300.502)

If a parent/guardian has requested an independent educational evaluation, the district may ask for a reason that he/she objects to the district's evaluation. However, the parent/guardian is not required to provide the reason to the district, and may not unreasonably delay providing the independent educational evaluation at public expense, or filing a due process complaint to defend the district's assessment. (34 CFR 300.502)

The results of an independent evaluation obtained by the parent/guardian, whether at public or private expense, shall be considered by the district if it meets district criteria in any decision made with respect to *the provision of FAPE to the student*, and may be presented as evidence at a hearing on a due process complaint. (34 CFR 300.502)

~~Reevaluation~~ Reassessment

A ~~reevaluation~~ *reassessment* shall be conducted: when the district determines that the educational or related services needs of the student, including improved academic achievement and functional performance, warrant a ~~reevaluation~~ *reassessment*; or if the student's parent/guardian or teacher requests ~~reevaluation~~ *reassessment*. Such ~~reevaluations~~ *reassessments* must occur at least once every three years, unless the parent/guardian and district agree in writing that a ~~reevaluation~~ *reassessment* is unnecessary. A ~~reevaluation~~ *reassessment* may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (34 CFR 300.303; Education Code **56043**, 56381)

The district shall ensure that any ~~reevaluations~~ *reassessments* of the student are conducted in accordance with the ~~evaluation~~ *assessment* procedures pursuant to 34 CFR 300.304-300.311, *and set forth, above.* (34 CFR 300.303)

Before entering kindergarten or first grade, children with disabilities who are in a preschool program shall be ~~reevaluated~~ *reassessed* to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs to ensure that gains made are not lost by a rapid removal of individualized programs and supports for these children. (Education Code 56445)

Instruction**IDENTIFICATION AND ASSESSMENT FOR SPECIAL EDUCATION***Parent/Guardian Revocation of Consent for Continued Provision of Services*

If at any time subsequent to the initial provision of services, the student's parent/guardian revokes consent, in writing, for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The district may not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

Once the district has ceased providing special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student. The district is not required to convene an IEP team meeting, or develop an IEP for the student; nor will the district be considered to be in violation of the requirement to make FAPE available to the student because of the failure to provide the child with further special education and related services. (34 CFR 300.00.)

If at any time subsequent to the initial provision of services, the student's parent/guardian revokes consent, in writing, for the continued provision of special education services, the district is not required to amend the student's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent. (34 CFR 300.9.)

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
approved: October 20, 2004 Manhattan Beach, California
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revised:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Independent Educational Evaluations for Special Education Students Policies and Procedures

The Manhattan Beach Unified School District ("District") has developed these policies procedures and criteria that govern independent educational evaluations ("IEE") in accordance with State and Federal laws. Please review this document for further information about a parent's right to obtain an IEE at public expense.

1. DEFINITIONS OF "INDEPENDENT EDUCATIONAL EVALUATION" AND "PUBLIC EXPENSE"

An independent educational evaluation is an evaluation conducted by a qualified examiner who is not employed by the District.

Public expense means that the District either pays the full cost of the evaluation or ensures that the evaluation is provided at no cost to the parent.

2. WHEN TO REQUEST AN INDEPENDENT EDUCATIONAL EVALUATION

Parents have the right to an IEE at public expense if they disagree with an evaluation completed by the local educational agency. Parents may request one IEE in response to each evaluation completed by the District.

Please note that the District must have the opportunity to evaluate the student before a parent may be entitled to an IEE at public expense. If the District is in the process of conducting an evaluation, the parent may not be entitled to reimbursement for an IEE until after the District has completed its evaluations.

3. HOW TO REQUEST AN INDEPENDENT EDUCATIONAL EVALUATION

The District recommends that parents follow these steps in obtaining an IEE, as the District may not automatically reimburse parents or guardians that unilaterally obtained IEE's.

a. Contact the Program Specialist

Parents or guardians should contact the Program Specialist . It is possible that the Program Specialist may resolve your evaluation concerns through additional information or evaluation options.

b. Request an Independent Educational Evaluation

Prior to obtaining an IEE, the District requires that the parent notify the District that:

- (1) The parent disagrees with the District's evaluation; and

- (2) The parent is requesting an IEE at public expense.

The District highly recommends that the parent make this request in writing. If the parent or guardian requires assistance in writing the request, please contact the Student Services Department at (310) 318-7345 Extension 5912.

When the parent requests an IEE at public expense, the District may ask for the reason(s) why the parent objects to the District's evaluation. However, parents are not required to specify why they disagree with the District's evaluations prior to obtaining an IEE.

A parent is entitled to only one IEE at public expense each time the public agency conducts an evaluation with which the parent disagrees.

4. AFTER THE PARENT REQUESTS AN INDEPENDENT EDUCATIONAL EVALUATION

Following the request for an IEE, the District will provide the parent with information regarding where the parent may obtain the IEE and the District's criteria for the evaluation. The criteria of the independent educational evaluation and qualifications of the independent examiner must be the same as the criteria and qualifications of the District's evaluations.

If the parent or guardian requests an IEE at public expense, the District will either: initiate due process to demonstrate the appropriateness of its evaluation; OR ensure that an IEE is provided at public expense.

a. When the District Initiates Due Process

The District may elect to defend its evaluation through due process. If the District prevails in due process, the parent may still obtain an IEE; however, the IEE will not be at public expense. If the District does not prevail at due process, it will provide the IEE at public expense.

If a parent obtains an IEE at their own expense, so long as the independent educational evaluation conforms to the District criteria, the IEP team will consider the results of the evaluation in any decision regarding providing the student with a free appropriate public education. It should be noted that the IEP team's consideration of an IEE obtained at private expense does not necessarily mean the District intends to reimburse the parent for the cost of the evaluation. Additionally, the District's consideration of the independent educational evaluation in an IEP meeting or otherwise does not evidence the District's agreement with the results of the evaluation.

The IEP team is not required to follow the IEE regarding placement or program recommendations. The IEP team will not rely entirely on the IEE in determining a student's eligibility for special education. Finally, the results of the IEE may be presented as evidence at a due process hearing.

b. When the District Provides the IEE at Public Expense

If the District elects to provide the IEE, within a reasonable time following the parent's request the District will provide the parents with a letter indicating that it has agreed to fund the IEE. The District will also provide the parents with a list of the District's criteria for an IEE, along with a proposed assessment plan and a Release of Information form to allow the District to communicate with the independent evaluator. The parent must return the signed assessment plan and Release of Information form to the District within fifteen days of receipt of the assessment plan and Release of Information form.

The District will contract with the independent evaluator within fifteen days of the District's receipt of the written consent and Release of Information form. The contract will specify the scope of responsibilities and the rate of pay for the independent evaluation. The District will not pay more than the routine and reasonable fee for a similar evaluation performed by qualified professionals within Los Angeles County.

5. DISTRICT CRITERIA

- a. If an IEE is conducted at public expense, the criteria under which the evaluation is obtained, including, but not limited to, the location limitations for the evaluation, the minimum qualifications of the examiner, and the use of approved instruments, must be the same criteria that the District uses in its evaluations.
- b. The IEE must be selected and administered in a manner that is not racially, culturally, or sexually discriminatory and must be administered in the child's primary language or other mode of communication unless the evaluation plan indicates why it is not clearly feasible to do so.
- c. Tests and other evaluation materials must be validated for the specific purpose for which they are used, administered by trained personnel and tailored to evaluate specific areas of educational need.
- d. The independent evaluator will discuss the results of the evaluation at the IEP meeting by teleconference or in person if necessary.
- e. The independent evaluator must agree to release all evaluation information and results directly to the District. The parents or guardians will receive an exact copy of the evaluation results.

6. REQUIRED QUALIFICATIONS FOR INDEPENDENT EDUCATIONAL EVALUATIONS

When a parent or guardian requests an IEE, the qualifications of the examiner must be the same qualifications that the District requires of its examiners when it initiates an evaluation. Additionally, the location of the evaluation must also be the same as the criteria that the District uses when it conducts an evaluation. Thus, if the District permits the public evaluator to perform the evaluation in the classroom, the independent evaluator will also be permitted access to the classroom.

7. UNILATERALLY OBTAINED INDEPENDENT EDUCATIONAL EVALUATIONS

If a parent unilaterally obtains an IEE without complying with the requirements set forth above, the District will not automatically reimburse the parent for the cost of the evaluation. Reimbursement for an IEE that was unilaterally obtained by the parent will be in accordance with District policies, procedures and criteria; and will not exceed the actual cost to the parent. The District will not pay more than the routine and reasonable fee for a similar evaluation performed by qualified professionals within Los Angeles County. The District will not reimburse the cost of an IEE conducted by an evaluator that does not meet the minimum qualifications as defined by the District's Criteria for an IEE.

Legal Authority

Title 34 Code of Federal Regulations Section 300.502

Title 20 United States Code Section 1415(b)(1)

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Criteria For An Independent Educational Evaluation

Location Limitations for Evaluators

Evaluators will be located within Los Angeles, Orange, and Ventura Counties. Evaluators outside of this area will be approved only on an exceptional basis, providing parents can demonstrate the necessity of using personnel outside the specified area. Any expenses beyond the evaluation (i.e., food, lodging, transportation, etc.) are not covered in the cost of the independent evaluation.

Minimum Qualifications for Evaluators

Evaluators with credentials other than those listed below will not be approved unless the parent can demonstrate the appropriateness of using an evaluator meeting other qualifications. (Ed. Code 56320 (b)(3))

Type of Assessment	Qualifications
Academic Achievement	Credentialed Special Education Teacher School Psychologist Licensed Educational Psychologist
Adaptive Behavior	Credentialed Special Education Teacher School Psychologist Licensed Educational Psychologist
Assistive Technology	Credentialed or Licensed Speech/Language Pathologist Credentialed Assistive Technology Specialist Credentialed Special Education Teacher

Auditory Acuity	Licensed Educational Audiologist Credentialed or Licensed Speech/Language Pathologist
Auditory Perception (Central Auditory Processing)	Licensed Educational Audiologist Credentialed or Licensed Speech/Language Pathologist
Behavioral	Behavior Intervention Case Manager Board Certified Behavior Analyst School Psychologist Licensed Psychiatrist Licensed Psychologist
Cognitive	Licensed Psychologist School Psychologist
Health (including neurological)	Licensed Physician Credentialed School Nurse / Nurse Practitioner
Motor	Licensed Physical Therapist Registered Occupational Therapist Credentialed Teacher of the Physically Impaired Adaptive Physical Education Teacher
Occupational Therapy	Licensed Occupational Therapist
Speech and Language	Credentialed or Licensed Speech/Language Pathologist
Social/Emotional	School Psychologist Licensed Psychiatrist Licensed Psychologist
Visual Acuity/Developmental Vision	Licensed Ophthalmologist Optometrist
Functional Vision	Credentialed Teacher of the Visually Impaired Optometrist Credentialed Teacher in Orientation and Mobility
Vision Perception	Credentialed Special Education Teacher School Psychologist
Transition	Credentialed Special Education Teacher

Cost Limitations for Evaluations

The cost of an IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform a similar assessment. Costs include: observations, administration and scoring of tests, report writing, and attendance in person or by phone at an IEP team meeting. Reimbursement will be in an amount no greater than the actual cost to the parent and will be subject to proof of payment.

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When insurance will cover all or partial costs of the IEE, the school district will request that the parent voluntarily have their insurance pay the IEE costs covered by their insurance. However, parents will not be asked to have insurance cover independent evaluation costs if such action would result in a financial cost to the parents including, but not limited to the following:

1. a decrease in available lifetime coverage or any other benefit under an insurance policy;
2. a increase in premiums or the discontinuance of the policy; or
3. an out-of-pocket expense such as payment of a deductible amount incurred in filing a claim.

Independent evaluators must agree to release their assessment information and results to the school district prior to receipt of payment for services. The results of the IEE will be considered in the determination of eligibility, program decisions, and placement of the student with disabilities as required by the Individuals With Disabilities Education Act and/or Section 504 of the Rehabilitation Act of 1973.