

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

**September 2, 2009
5:45 Closed Session
6:30 Regular Open Session**

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

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

A. CALL TO ORDER (5 minutes)

1. Call to Order (5:45)
2. Recess to Closed Session
3. Reconvene Open Session (6:30)
4. Report of Action Taken During Closed Session
5. Pledge of Allegiance
6. Approval of Agenda

B. ANNOUNCEMENTS AND COMMUNICATIONS (20 Minutes)

1. Public Comment Regarding Agenda
The purpose of this section is to permit any person in the audience to make a statement to the Board of Trustees on items on the Agenda. Persons are limited to three (3) minutes for their communication, unless the Board deems otherwise. The President will conclude the Public Comment after a reasonable length of time and proceed with the Agenda. The Board may, at its discretion, permit statements on items not on the Agenda, but pertaining to the school district, if appropriate and not an impediment to the efficiency and orderliness of the meeting; no action shall be taken on any item not appearing on the Agenda.
2. Board Member Announcements
3. Introduction of Student Board Members

C. PRESENTATION/DISCUSSION ITEMS

- Romines** 1. Update on Maintenance/Operations Summer Projects (**Information Only**)
- Romines** 2. Food Services Update (**Information Only**)

D. ACTION ITEMS

Members of the audience may request that any item(s) be discussed prior to action by the Board.

None.

E. CONSENT CALENDAR (15 Minutes)

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

General

- Seaton
1-7** 1. Approve seventh grade GATE overnight field trip to the Aquarium of the Pacific, from October 5-6, 2009. There will be thirty male students and twenty-eight female students attending, with three male chaperones and three female chaperones supervising. Transportation will be by Pacific Coachways Bus. There is no cost to the District.
- Seaton
8-14** 2. Approve sixth grade GATE overnight field trip to the Ocean Institute in Dana Point, on October 5-7, 2009. The boys are going from October 5-6, and the girls are going from October 6-7. There will be twenty male students and thirty-eight female students attending, with two male chaperones and four female chaperones supervising. Transportation will be by Pacific Coachways Bus. There is no cost to the District.
- Seaton
15-20** 3. Approve Mira Costa High School's Vocal Ensemble Retreat overnight field trip to Indian Wells, California, from September 11-13, 2009. The students and chaperones will leave on Friday afternoon, September 11th, and return on Sunday afternoon, September 13th. There will be sixteen female students and sixteen male students attending, with two male chaperones and two female chaperones supervising. Transportation will be by parent carpool. There is no cost to the District.
- Seaton
21-24** 4. Ratify the Facility Use Agreement between the Manhattan Beach Unified School District and the Regents of the University of California, from July 27, 2009, through August 12, 2009, to offer GATE certificate classes for teachers.
- Schneider
25-30** 5. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Inclusive Education and Community Partnership. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not-to-exceed \$49,200.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053. This item has been budgeted.
- Schneider
31-36** 6. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Jennifer Keany and Associates, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not-to-exceed

\$50,710.00. \$48,620.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$2,090.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053. This item has been budgeted.

- Schneider** 7. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Pediatric Therapy Network. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not-to-exceed \$1,140.00. \$665.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$475.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000052. This item has been budgeted.
- Schneider** 8. Ratify payment to The Law Offices of Maureen Graves, for attorney's fees and costs of not-to-exceed \$5,000.00, as per Final Compromise and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2009040602, finalized on August 19, 2009. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71100-5820-0000053. This item has been budgeted.
- Schneider** 9. Ratify reimbursement to parent for educational fees and costs of not-to-exceed \$33,700.00, as per Final Compromise and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2009040602, finalized on August 19, 2009. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71101-5890-0000053. This item has been budgeted.
- Schneider** 10. Ratify payment to Cindy Brining, Esq., for attorney's fees and costs of not-to-exceed \$3,000.00, as per Final Compromise and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2009050624, finalized on August 17, 2009. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71100-5820-0000053. This item has been budgeted.
- Hall** 11. Approve existing employee insurance benefits for Janet Schwabe for school years 2009-2010 and 2010-2011, in lieu of compensation for services provided.

Hall **Personnel**
46

- 47** 12. Ratify employment of classified personnel at effective dates listed (see attached).
13. Ratify employment of certificated staff as follows:
- Hampton, Suzanne (SLP), PROB 1, Col. 4, Step 15, 100%, eff. 9/1/09
Naves, Edward (MBMS), PROB 1, Col. 4, Step 5, 49.98%, eff. 9/1/09
14. Ratify change of status for certificated staff as follows:
- Ahrens, Rosemary (PAC) change from 100% to 50%, Col. 5, Step 10, eff. 9/1/09
Chen, Shawn (MCHS) change from Col. 4, Step 19, to Col. 5, Step 19, eff. 9/1/09
Daly, Linda (MBMS) change from 50% to 100%, Col. 6, Step 14, eff. 9/1/09
Dever, Greta (GV) change from 50% to 100%, Col. 6, Step 16, eff. 9/1/09
Herbert, Elizabeth (ROB) change from 50% to 100%, Col. 5, Step 25, eff. 9/1/09
Jordan, Michele (PAC) change from 100% to 50%, Col. 5, Step 19, eff. 9/1/09
Mellis, John (MCHS) change from 80% to 100%, Col. 4, Step 25, eff. 9/1/09
Robertson, Nancy (GV) change from 50% to 100%, Col. 6, Step 11, eff. 9/1/09

Syverson, Michele (ROB) change from 50% to 100%, Col. 3, Step 15, eff. 9/1/09
Stopp, Katherine (ROB) change from 50% to 85%, Col. 6, Step 15, eff. 9/1/09

15. Ratify re-employment of certificated staff as follows:

Ibrahim, Christina (PK), TEMP, Col. 4, Step 7, 50% FTE, eff. 9/1/09
Michael, Joanne (ME), TEMP, Col. 4, Step 4, 50% FTE, eff. 9/1/09
Rogers, Shirlee (PA), TEMP, Col. 6, Step 30, 29.74% FTE, eff. 9/1/09
Vanick, Cheryl (ME), TEMP, Col. 6, Step 6, 25.71% FTE, eff. 9/1/09
Windes, Tracey (PK), TEMP, Col. 4, Step 3, 70% FTE, eff. 9/1/09
White, Shirley (GV), TEMP, Col. 6, Step 30, 36.9% FTE, eff. 9/1/09

16. Approve leaves of absence for the following certificated personnel:

Allen, Janet (MCHS), from 9/1/09 to 11/30/09
Brown, William (MCHS), from 9/1/09 to 6/24/10
Crum, Erin (PAC), from 9/1/09 to 6/24/10
Diamond, Sheryl (LOA), from 9/1/09 to 6/24/10
Laffoon, Elizabeth (MBMS), from 9/1/09 to 6/24/10
Lombardi, Tracy (GV), from 9/1/09 to 6/24/10
Patten-Mullen, Nicole (MCHS), from 9/1/09 to 10/30/09
Rainey, Allison (LOA), from 9/1/09 to 6/24/10
Shepley, Nicole (MBMS), from 9/1/09 to 6/24/10
Villanueva, Jennifer (MBMS), from 9/1/09 to 6/24/10

Romines Business

48-54 17. Ratify purchase orders to date.

F. PUBLIC AND STAFF SUBMITTED ITEMS

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

None.

G. BOARD BUSINESS (20 Minutes)

- Romines 55-58** 1. Receive for first reading and adoption, revised Board Policy 3280, Sale or Lease of District-Owned Property.
- Romines 59-70** 2. Receive for first reading and adoption, revised Board Policy and Administrative Regulation, 3320, Claims and Actions Against the District.
3. Approve change of October Board meeting date from October 7, 2009, to October 6, 2009.
4. Approve minutes of the regular Board meetings of July 8, 2009 and July 21, 2009.

H. SUPERINTENDENT/CABINET REPORT (15 Minutes)

1. UCLA Partnership
2. District API Scores
3. Upcoming District/Press Luncheon
4. Start of School
5. Enrollment Update

I. PUBLIC COMMENTS (10 minutes)

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

J. ITEMS FOR FUTURE DISCUSSION/ACTION

K. ADJOURNMENT

CLOSED SESSION AGENDA
SEPTEMBER 2, 2009
5:45 P.M.

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.

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

(Note: These dates are subject to change)

SEPTEMBER

September 2, 2009
First Day of School

September 2, 2009, 6:30 PM
Board Meeting

September 7, 2009
Labor Day

September 16, 2009, 6:30 PM
Board Meeting

September 28, 2009
Local Holiday

OCTOBER

October 7, 2009, 6:30 PM
Board Meeting

October 12, 2009
Staff Development Day
No Students

October 21, 2009, 6:30 PM
Board Meeting

NOVEMBER

November 3, 2009
Election Day

November 4, 2009, 6:30 PM
Board Meeting

November 11, 2009
Veteran's Day

November 18, 2009, 6:30 PM
Board Meeting

November 26-27, 2009
Thanksgiving Break

DECEMBER

December 9, 2009, 6:30
Board Meeting

December 21-31, 2009
Winter Break

JANUARY

January 1, 2010
Winter Break

January 13, 2010, 6:30
Board Meeting

January 18, 2010
Martin Luther King, Jr., Holiday

FEBRUARY

February 3, 2010, 6:30 PM
Board Meeting

February 15-19, 2010
District Recess

MARCH

March 3, 2010, 6:30 PM
Board Meeting

March 17, 2010, 6:30 PM
Board Meeting

March 29-April 2, 2010
Spring Break

E. CONSENT CALENDAR

1. **TITLE:** Overnight Field Trip – Seventh Grade GATE at the Ocean Institute in Dana Point

BACKGROUND: Seventh grade students who attend MBMS and have been identified as gifted and talented have the opportunity to participate in an overnight experience at the Ocean Institute in Dana Point. The purpose of this overnight experience is to provide these GATE students with a rigorous academic program which complements and enriches the grade seven science standards. Furthermore, a goal of the overnight experiences has traditionally focused on the social-emotional needs of the GATE student. The lessons that have been designed include critical and creative thinking activities based on the theme of marine science. A letter will be mailed to the parents of each seventh grade GATE student explaining the details of the overnight experience and the requirements that must be fulfilled to participate. The boys are going from October 5th-6th, and the girls are going from October 6th-7th. On their departure date, students will meet at 2:00 p.m. in front of the middle school to board buses to the Ocean Institute.

The MBMS GATE parent donations will fund the cost of this field trip; therefore, there will be no impact on the general fund. District chaperone guidelines will be observed. The cost of meals has been incorporated into the parent donation request. Students will be spending the night at the Ocean Institute accompanied by their chaperones. The MBUSD chaperone for the boys will be Mr. Jeff Amaral. The girls will be accompanied by Mrs. Alyse McDonald. The donation request asked of parents will include entrance fees to the Ocean Institute, meals (dinner and breakfast), snacks (afternoon and morning), transportation (one bus) to and from the facility, and program costs. Parents will be responsible for picking up their children at MBMS at approximately 11:00 a.m. on October 6th (boys) or 7th (girls) or students may return to their classes.

ACTION RECOMMENDED: Approval is requested.

PREPARED BY: Alyse McDonald, GATE Certificated Teacher, and Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: September 2, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

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

Name of Person Requesting Approval: Alyse McDonald Your Position: GATE Certificated Teacher
Your Location/School Site: Pacific Your Work Telephone: (310) 546-8044

Name/Grade Level(s) of Class Participating: 7th grade GATE students

Dates of Travel: from October 5-6 (boys) to October 6-7 (girls)

Name of Destination: Ocean Institute

Destination Address: 24200 Dana Point Harbor Dr., Dana Point, CA 92629

Destination Phone Number: 949-496-2274

Name of Contact Person at Destination: Alexis Honens

Reason for Travel/Educational Goal: Social Emotional Enrichment for GATE students

Number of Students Attending: Male: 20 Female: 38

*Number of Chaperones: Male: 2 Female: 4

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

1. Jeff Amaral, phone number on file

2. George Bordokas, phone number on file

3. Alyse McDonald, phone number on file and Michelle Lautanen, phone number on file

4. Christine Dillon, phone number on file

5. Malinda Difley, phone number on file

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

Name of Travel Agency: Contact: N/A

(Proof of Insurance must accompany this form.)

Address: City/State/Zip/Phone: _____

Method of Transportation (be specific): Pacific Coachways Charter (714) 892-5000

Name and Address of Hotel (be specific): N/A

How Many Days of School Will Be Missed? 1 List School Dates Missed: Oct. 6th or Oct. 7th

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

If so, what type?

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

Account Number to be Charged: N/A

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

Signatures:

Your Signature: _____ Principal: _____

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

Exhibit **MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

version: May 21, 2008 Manhattan Beach, California

7th grade GATE overnight
Boys: October 5-6, 2009
Girls: October 6-7, 2009

\$130 per student

This fee covers only the cost of this overnight.

Schedule of Events

- 2:00 pm** Depart from MBMS in a school bus
- 3:30 pm** Arrive and check in at Ocean Institute
- 4:00-6:00pm Rotations** Paleoclimatology/Underwater archaeology
Core Analysis
Underwater Seismology
Hydrothermal Vent Communities
- 6:30 -7:15 pm** Dinner: Fresh fruit, salad, pizza
- 7:17 -10:00 pm** Students design/test their own ROV and operate their vehicle in several challenges
- Next day**
- 6:15 -6:30 am** Breakfast: Bagels, cream cheese, mini muffins
fresh fruit, orange juice, milk
- 6:30-9:00 am** Aboard the R/V Sea Explorer, students put into practice what they learned by retrieving a core sample, sieving the core for microfossils, surveying the seafloor with side-scan sonar and operating the SeaBotix ROV.
- 9:00-9:30 am** Pack up bus and get ready to come home
- 9:30 -11:00 am** Driving back from Dana Point and returning To MBMS

***Students have the choice of going home or going back to their classes when we get back to MBMS. They will be VERY tired and will not have had the opportunity to do any homework while on this overnight. I will inform all the teachers of this.**

***Mr. Jackson will provide a safe place (possibly his office or one of the conference rooms) for the kids' overnight bags and backpacks.**

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

1. GEORGE BONDOLAS
Full Name of Chaperone Volunteer

Chaperone volunteer of OCEAN INSTITUTE on 10/09 Boys
Name / Destination of Trip Date

for MBMS with MCDONOLD
School Site Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

[Signature] _____ 8
Signature Date

_____ 310 _____ 7 _____
Home Phone Number Work Phone Number Cell Phone Number

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, Michelle Lautanen
Full Name of Chaperone Volunteer

Chaperone volunteer of Ocean Institute on Oct 6/7
Name / Destination of Trip Date

for MBMS with Alyse Macdonald
School Site Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

Michelle Lautanen 8/26/09
Signature Date

(310) (310) 7
Home Phone Number Work Phone Number Cell Phone Number

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, Christine Dillon
Full Name of Chaperone Volunteer

Chaperone volunteer of GATE/Ocean Con. on 10/6/09
Name / Destination of Trip Date

for MBMS with Alyse Mac Donald
School Site Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

[Signature] 8/26/09
Signature Date

310-... --- ---
Home Phone Number Work Phone Number Cell Phone Number

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, Malinda Difley
Full Name of Chaperone Volunteer

Chaperone volunteer of Getlocean Institute on Oct 5-7, 2009
Name / Destination of Trip Date

for MBMS with Alyse MacDonald
School Site Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

Malinda Difley 8/26/09
Signature Date

310- 310- 310-
Home Phone Number Work phone Number Cell Phone Number

E. CONSENT CALENDAR

2. **TITLE:** Overnight Field Trip – Sixth Grade GATE at the Aquarium of the Pacific

BACKGROUND: Sixth grade students who attend MBMS and have been identified as gifted and talented have the opportunity to participate in an overnight experience at the Aquarium of the Pacific in Long Beach. The purpose of this overnight experience is to provide these GATE students with a rigorous academic program which complements and enriches the grade six science standards. Furthermore, a goal of the overnight experiences has traditionally focused on the social-emotional needs of the GATE student. The lessons that have been designed include critical and creative thinking activities based on the theme of marine science. On the date of the trip, Monday, October 5, 2009, students will meet after school in front of the middle school to board buses to the Aquarium of the Pacific. There will be a need for one substitute teacher on Tuesday, October 6, 2009.

The MBMS GATE parent donations will fund the cost of this field trip; therefore, there will be no impact on the general fund. District chaperone guidelines will be observed. The cost of meals has been incorporated into the parent donation request. Students will be spending the night at the Aquarium and will sleep in separate galleries of the facility accompanied by their chaperones. The donation request asked of parents will include teacher stipends, entrance fees to the Aquarium of the Pacific, meals (dinner and breakfast), transportation (two buses) to and from the facility, and program costs. Parents will be responsible for picking up their children at MBMS on October 6th at approximately 8:30 a.m., or students may return to their classes.

ACTION RECOMMENDED: Approval is requested.

PREPARED BY: Alyse McDonald, GATE Certificated Teacher,
Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: September 2, 2009

AGENDA NOTE

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

Name of Person Requesting Approval: **Alyse McDonald**
Your Position: **GATE Certificated Teacher**
Your Location/School Site: **Robinson Elementary** Your Work Telephone: **(310) 318-5120**
Name/Grade Level(s) of Class Participating: **6th grade GATE students**
Dates of Travel: **October 5 at 4:00 pm to October 6, 2009 at 8:30 am**
Name of Destination: **Long Beach Aquarium of the Pacific**
Destination Address: **100 Aquarium Way, Long Beach**
Name of Contact Person at Destination:
Reason for Travel/Educational Goal: **Social Emotional Enrichment for GATE**
Number of Students Attending: **Male: 30 Female: 28**
*Number of Chaperones: **Male: 3 Female: 3**

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

Chris Miko, () ; David Babbe, () ; Scott De Baets,
Jennie Kim, () Kay Sheth () ; Gretchen Renshaw

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

Name of Travel Agency: Contact : **N/A**

(Proof of Insurance must accompany this form.)

Address: City/State/Zip/Phone: **N/A**

Method of Transportation (be specific): **Pacific Coachways**

Name and Address of Hotel (be specific): **N/A**

How Many Days of School Will Be Missed? **1**

List School Dates Missed: **October 6 (Students may return to school)**

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

If so, what type?

Will scholarships be provided? **MBMS PTA**

Will any cost (including sub costs) be borne by the district? **No**

If so, why? _____

Account Number to be Charged: _____

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

Signatures:

Your Signature: **Alyse McDonald**

Principal: _____

Exec. Dir, Ed. Svcs : _____

Clerk, Board of Trustees: _____

Exhibit **MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

version: May 21, 2008 Manhattan Beach, California

- 14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, David Babbe
Full Name of Chaperone Volunteer

Chaperone volunteer of 6th grade GATE Aquarium on October 5-6
Name / Destination of Trip Date

for MBMS with Alyse McDonald
School Site Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

[Signature] 25 August 2009
Signature Date

310 2 1111 --- 7 20 1119
Home Phone Number Work Phone Number Cell Phone Number

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, SCOTT DE BAETS

Full Name of Chaperone Volunteer

6TH GRADE

Chaperone volunteer of GATE OVERNIGHT on OCT. 5 2009

Name / Destination of Trip

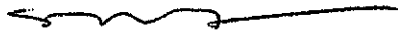
Date

for MBMS with _____

School Site

Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.



Signature

8/26/2009

Date

3

Home Phone Number

Work Phone Number

Cell Phone Number

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, Jennie Kim
Full Name of Chaperone Volunteer
Chaperone volunteer of Long Beach Aquarium
6th Grade GATE overnight on 10/5/09
Name / Destination of Trip Date
for MBMS with Alyse McDonald
School Site Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

Jennie Kim 8/26/09
Signature Date

Home Phone Number Work Phone Number Cell Phone Number

Carolyn Seaton

From: kay.sheth@verizon.net
Sent: Wednesday, August 26, 2009 10:58 AM
To: Carolyn Seaton
Subject: Fw: Chaperoning Incoming 6th Graders GATE Overnight on October 5

Importance: High



ATT24587538.htm
(10 KB)



image002.gif (1 KB)



ATT24587539.htm
(3 KB)



Chaperone
uidelines and Signa.



ATT24587540.htm
(2 KB)

Hi Carolyn -

I am not able to get to a printer or scanner right now, but I read the fieldtrip guidelines and agree to them.

Kay Sheth

☺

I can fax you a hardcopy later tonight when I am home. Hopefully this email will be sufficient for your meeting today.

**Thank you,
Kay**

Sent from my Verizon Wireless BlackBerry

-----Original Message-----

From: Gretchen Renshaw <zwisslers@mac.com>

Date: Wed, 26 Aug 2009 09:50:12

To: Jennie Kim<mrsjenkim@gmail.com>; <dawnchamilton@gmail.com>; <sdebaets@hotmail.com>; <edebaets@yahoo.com>; <marleneyamada@yahoo.com>; <chris.yamada@ngc.com>; <kay.sheth@verizon.net>

Subject: Chaperoning Incoming 6th Graders GATE Overnight on October 5

Thank you for volunteering to chaperone the incoming 6th grade GATE students overnight on October 5. Carolyn Seaton asked me to contact you so that she can get chaperone forms together today. She needs these forms by noon to include in the board packet for approval. The form is attached to this email. If you would print it out and sign it and either scan and email back to Carolyn or FAX back by noon, we would really appreciate it. Sorry for the short notice. Chaperone substitutions often occur before the event itself, so don't worry about that. She just needs 8 chaperones in the packet.

**Carolyn Seaton's email: cseaton@manhattan.k12.ca.us
or FAX 310 303 3827**

Thanks very much! If you have any questions, I am available by phone until 11 AM today 310 545 7338 or 310 525 9110 (cell).

**Gretchen Renshaw
parent volunteer**

Begin forwarded message:

> From: Carolyn Seaton <cseaton@manhattan.k12.ca.us>

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, Gretchen Renshaw

Full Name of Chaperone Volunteer

Chaperone volunteer of GATE 6th Aquarium ^{Overnight} on Oct 5-6 2009

Name / Destination of Trip

Date

for MBMS with _____

School Site

Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

Gretchen Renshaw

Signature

8/26/09

Date

310

Home Phone Number

Work Phone Number

310

Cell Phone Number

E. CONSENT CALENDAR

3. **TITLE:** Overnight Field Trip-Vocal Ensemble Retreat/Rehearsal

BACKGROUND: Students from Mira Costa High School's Vocal Ensemble will attend a retreat/rehearsal in Indian Wells, California, from September 11-13, 2009. The students and chaperones will leave on Friday evening, September 11th, and return on Sunday, September 13th. There will be sixteen male and sixteen female students participating with four chaperones.

Students will have the opportunity to rehearse for upcoming concerts including a concert at CSULB, the Prism Concert, and the Winter Concert. Travel will be via parent carpool and accommodations will be at the Hyatt Grand Champions Resort in Indian Wells, California. The cost of the trip is being paid for by the students and the Choir Boosters will provide scholarships. There is no cost to the district.

ACTION RECOMMENDED: Approval is requested.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: September 2, 2009

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
OVERNIGHT FIELD TRIP REQUEST FORM

Name of Person Requesting Approval: Alison Gerber Your Position: Choir Booster President
Your Location/School Site: MCH S Your Work Telephone: 310.546.2350

Name/Grade Level(s) of Class Participating: 9, 10, 11, 12
Dates of Travel: from Friday 9/11/2009 to Sunday 9/13/2009
Name of Destination: Hyatt Grand Champions
Destination Address: 44-600 Indian Wells Lane, Indian Wells, CA 92210
Destination Phone Number: 760-341-1000
Name of Contact Person at Destination: Cynthia Medina
Reason for Travel/Educational Goal: Vocal Ensemble Retreat-Rehearsal
Number of Students Attending: Male: 16 Female: 16
*Number of Chaperones: Male: 2 Female: 2

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

1. Mark Williams
2. Tracy Angle
3. Gavin Spore
4. Julie Spore
5. _____

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

Name of Travel Agency: _____ Contact: _____
(Proof of Insurance must accompany this form.)
Address: _____ City/State/Zip/Phone: _____

Method of Transportation (be specific): Parent Carpool
Name and Address of Hotel (be specific): Hyatt Grand Champion (address above)
How Many Days of School Will Be Missed? None List School Dates Missed: _____
Will Student Participate in Water Sports, Rock Climbing or Other Hazardous Activities? NO
If so, what type? _____
Will scholarships be provided? Yes Will any cost (including sub costs) be borne by the district? NO
If so, why? _____

Account Number to be Charged: _____

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

Signatures:
Your Signature: _____ Principal: [Signature]
Exec. Dir, Ed. Svcs: Carolyn Featon Clerk, Board of Trustees: _____

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, Mark Williams

Full Name of Chaperone Volunteer

Chaperone volunteer of Choir Retreat / Vocal Ensemble / Palm Springs on 9-11-09

Name / Destination of Trip Date

for METS with Michael Hayden

School Site

Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

Mark Williams 8-26-09

Signature

Date

(310) (310) (310)

Home Phone Number

Work Phone Number

Cell Phone Number

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, Tracy Angle
Full Name of Chaperone Volunteer

Chaperone volunteer of Choir Retreat
Vocal Ensemble / Palm Springs on 9-11-09
Name / Destination of Trip Date

for mchs with Michael Hayden
School Site Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

Tracy Angle 8-26-09
Signature Date

310 310 310
Home Phone Number Work Phone Number Cell Phone Number

14: Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, Gravin Spore
Full Name of Chaperone Volunteer

Chaperone volunteer of Vocal Ensemble/Retreat on 9/11/09
Name / Destination of Trip Date

for MHS with Michael Hayden
School Site Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

Gravin Spore (yes) 9/22/09
Signature Date

(301) (300) _____
Home Phone Number Work Phone Number Cell Phone Number

14. Chaperones are encouraged to know how to provide assistance in an emergency (medical emergency, natural emergency, lost child, serious breach of a rule, etc.) by being aware of the adults on the trip who are trained in first aid, and the whereabouts of the first aid kit, etc.

You are valued for your service, and we hope that your rewards will be recognized through your chaperone volunteer experiences.

I, Julie Spore
Full Name of Chaperone Volunteer

Chaperone volunteer of Vocal Ensemble Retreat on 9/11/09
Name / Destination of Trip Date

for MCITS with Michael Hayden
School Site Name of Supervising Teacher / Sponsor

have read the and understand all of the responsibilities and duties as a Chaperone Volunteer, and I accept these responsibilities.

Julie Spore 9/26/09
Signature Date

(310)- (310) (310)
Home Phone Number Work Phone Number Cell Phone Number

E. CONSENT CALENDAR

4. **TITLE:** Facility Use Agreement between the Manhattan Beach Unified School District and the Regents of the University of California

BACKGROUND: Since the Summer of 2007, MBUSD has participated in a partnership with the University of California, Irvine Extension Program to offer GATE certificate classes for teachers on MBUSD premises. There has been an informal understanding that UC Irvine Extension will not be charged a fee for use of MBUSD facilities when providing GATE instruction for MBUSD teachers. Representatives from UC Irvine Extension are now asking to make the agreement formal via a contract. The contract is reflective of the GATE courses that already took place during the Summer of 2009; therefore, ratification is requested.

FISCAL IMPACT: None.

ACTION RECOMMENDED: Ratification by the Board.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: September 2, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

FACILITY USE AGREEMENT

THE REGENTS AS LICENSEE

THIS AGREEMENT dated July 15, 2009, ("Effective Date") is by and between MANHATTAN BEACH UNIFIED SCHOOL DISTRICT ("MBUSD") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University").

WHEREAS, MBUSD is the owner of certain real property described as follows: Manhattan Beach Unified School District Offices located at 325 S. Peck Avenue, Manhattan Beach, CA 90266 and

WHEREAS, University seeks to enter and use the following described portion of MBUSD's real property located at 325 S. Peck Avenue, Manhattan Beach, CA 90266 ("Premises") for educational purposes,

NOW, THEREFORE, MBUSD and University hereby agree as follows:

ARTICLE 1 - GRANT OF LICENSE

1.1 Grant. MBUSD hereby grants to University and to its agents, employees, guests and invitees an exclusive, revocable license to enter and use the Premises for the purposes, and at the times, set forth in Article 3, below.

1.2 Condition of Premises. MBUSD is not aware of any condition in, on, or about the Premises which constitutes a hazard to the safety of any occupant or which violates any governmental law or ordinance intended to protect human safety. Other than as set forth above, University accepts the Premises "as is."

ARTICLE 2 - TERM

2.1 The term of this Agreement shall be for the period from July 27, 2009 to August 12, 2009 ("Term"). However, either party may terminate this Agreement at any time by giving 10 days' written notice to the other.

ARTICLE 3 - USE OF PREMISES

3.1 University Uses. The University shall use the Premises as follows: Classroom instruction for University's GATE Certification Program.

3.2 Time of Use. The University's use of the Premises shall be at the following times and days of the week:

Differentiated Instruction for the Gifted

EDUC 372.3

Monday, July 27, 2009 – 9 a.m. – 4:30 p.m.

Tuesday, July 28, 2009 – 9 a.m. – 4:30 p.m.

Wednesday, July 29, 2009 – 9 a.m. to 4:30 p.m.

Thursday, July 30, 2009 – 9 a.m. to 4:30 p.m.

Friday, July 31, 2009 – 9 a.m. to 4:30 p.m.

*** The district will provide a comparable alternative meeting location on Friday, July 31, 2009, within the city of Manhattan Beach, CA at no extra cost to the University due to the closure of the "Premises" on Fridays during the summer.

Social Emotional Needs of the Gifted

EDUC 372.23

Monday, August 3, 2009 – 9 a.m. to 5 p.m.

How the Brain Learns

EDUC 372.95

Tuesday, August 4, 2009 – 9 a.m. to 5 p.m.

Wednesday, August 5, 2009 – 9 a.m. to 5 p.m.

Thursday, August 6, 2009 – 9 a.m. to 1 p.m.

Learning Styles

EDUC 372.94

Thursday, August 6, 2009 – 1 p.m. to 5 p.m.

Friday, August 7, 2009 – 9 a.m. to 5 p.m.

*** The district will provide a comparable alternative meeting location on Friday, August 7, 2009, within the city of Manhattan Beach, CA at no extra cost to the University due to the closure of the "Premises" on Fridays during the summer.

Monday, August 10, 2009 – 9 a.m. to 5 p.m.

Critical Thinking in GATE

EDUC 372.93

Tuesday, August 11, 2009 – 9 a.m. to 4:30 p.m.

Wednesday, August 12, 2009 – 9 a.m. to 4:30 p.m.

ARTICLE 4 - CONSIDERATION

- 4.1 No compensation will be paid to MBUSD from the University for the use of Premises.

ARTICLE 5 - INDEMNIFICATION

5.1 MBUSD's Obligation. MBUSD shall indemnify, defend, and hold harmless University, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of MBUSD, its officers, agents, partners or employees.

5.2 University's Obligation. University shall indemnify, defend and hold harmless MBUSD, its officers, agents, partners and employees, from and against any Claims arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion

to and to the extent that such Claims arise from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

ARTICLE 6 – INSURANCE

6. Insurance.

6.1 MBUSD's Insurance. MBUSD, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

- A. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:
Each Occurrence \$1,000,000

6.2 University's Insurance. University, at its sole cost and expense, shall self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

- A. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:

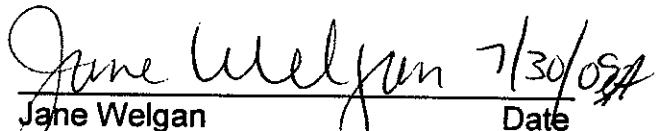
Each Occurrence \$1,000,000

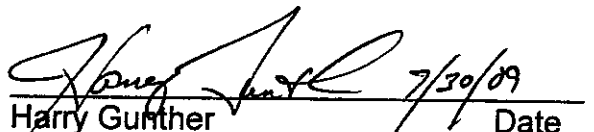
IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement as of the July 27, 2009.

**MANHATTAN BEACH UNIFIED SCHOOL
SCHOOL DISTRICT**

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

Name: _____ Date _____
Title: _____


Jane Welgan Date 7/30/09
Associate Dean, UC Irvine Extension


Harry Gunther Date 7/30/09
Director, Materiel and Risk Management

E. **CONSENT CALENDAR**

5. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Inclusive Education and Community Partnership.

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

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

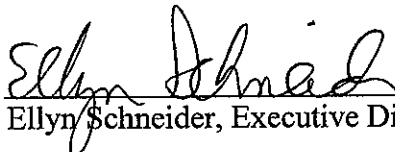
FINANCIAL IMPACT:

Amount not to exceed \$49,200.00.

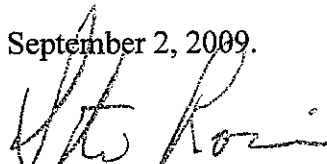
Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053;

This item has been budgeted.

ACTION RECOMMENDED: Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Inclusive Education and Community Partnership. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$49,200.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053. This item has been budgeted.

PREPARED BY: 
Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: September 2, 2009.

Approved by: 
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:
S10-M079

LEA: *Manhattan Beach Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Inclusive Education and Community Partnership – 1A-56-011

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 2nd day of September, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Inclusive Education and Community Partnership (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

Notices to CONTRACTOR shall be addressed to:

Rick Clemens, Director

Name

Inclusive Education and Community Partnership

Nonpublic School/Agency/Related Service Provider

2323 Roosevelt Blvd., Suite 3

Address

Oxnard Ca 93035

City State Zip

(805) 985-4808 (805) 985-7623

Phone Fax

Notices to LEA shall be addressed to:

**Ellyn Schneider,
Executive Director of Student Services**

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5913 (310) 303-3826

Phone Fax

eschneider@mbusd.org

Email

Mail Completed Contract & Invoices to:

Tracy Angle, Accounting Specialist – MBUSD

Name and Title

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5927 (310) 303-3826

Phone Fax

tangle@mbusd.org

Email

EXHIBIT A: RATES

CONTRACTOR IECP **CONTRACTOR NUMBER** 16414 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 \$49,200.00
 Total LEA enrollment may not exceed 1

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____

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

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	52.50	Per Hour
b. Behavior Intervention – BID	52.50	Per Hour
c. Supervision	125.00	Per Hour
d. Asst. Supervision	90.00	Per Hour

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

E. CONSENT CALENDAR

6. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Jennifer Keany and Associates, Inc.

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

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

FINANCIAL IMPACT:

Amount not to exceed \$50,710.00.

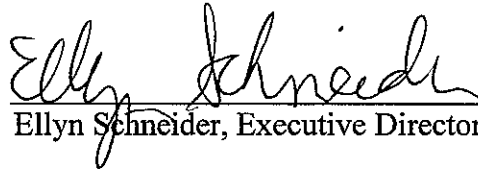
\$48,620.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051;

\$2,090.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053;

This item has been budgeted.

ACTION RECOMMENDED: Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Jennifer Keany and Associates, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$50,710.00. \$48,620.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$2,090.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053. This item has been budgeted.

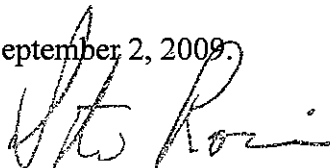
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: September 2, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:
S10-M088

LEA: *Manhattan Beach Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Jennifer Keany and Associates, Inc. – 1A-19-024

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 2nd day of September, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Jennifer Keany and Associates, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provide herein.

CONTRACTOR,
Jennifer Keany and Associates, Inc.

School
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Jennifer Keany, MFT

Name and Title of Authorized
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

Jennifer Keany, MFT

Name

Jennifer Keany and Associates, Inc.

Nonpublic School/Agency/Related Service Provider

10868 Oregon Avenue

Address

Torrance Ca 90232

City State Zip

(310) 287-0382 (310) 861-5014

Phone

Fax

Notices to LEA shall be addressed to:

**Ellyn Schneider,
Executive Director of Student Services**

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5913 (310) 303-3826

Phone

Fax

eschneider@mbusd.org

Email

Mail Completed Contract & Invoices to:

Tracy Angle, Accounting Specialist – MBUSD

Name and Title

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5927 (310) 303-3826

Phone

Fax

tangle@mbusd.org

Email

EXHIBIT A: RATES

CONTRACTOR Jennifer Keany **CONTRACTOR NUMBER** 15694 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 \$50,710.00
 Total LEA enrollment may not exceed 2

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	_____	_____
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	<u>55.00</u>	<u>Per Hour</u>
b. Behavior Intervention – BID	<u>55.00</u>	<u>Per Hour</u>
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

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

**By credentialed Special Education Teacher.

E. **CONSENT CALENDAR**

7. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Pediatric Therapy Network.

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

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

FINANCIAL IMPACT:

Amount not to exceed \$1,140.00.

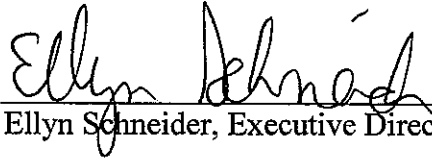
\$665.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051;

\$475.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000052;

This item has been budgeted.

ACTION RECOMMENDED: Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Pediatric Therapy Network. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$1,140.00. \$665.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$475.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000052. This item has been budgeted.

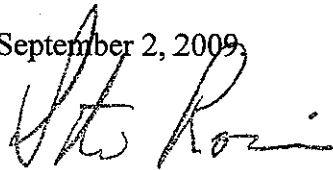
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: September 2, 2009

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:
S10-M098

LEA: Manhattan Beach Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Pediatric Therapy Network – 1A-19-068

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 2nd day of September, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Pediatric Therapy Network (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provide herein.

CONTRACTOR,
Pediatric Therapy Network

Nonpublic School/Agency

School
District Manhattan Beach Unified School District

By: _____
Signature Date
Zoe Mailloux, M.A., OTR/L, FAOTA
Name and Title of Authorized
Representative

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

Notices to CONTRACTOR shall be addressed to:

Zoe Mailloux, M.A., OTR/L, FAOTA

Name

Pediatric Therapy Network

Nonpublic School/Agency/Related Service Provider

1815 W. 213th Street, Suite 100

Address

Torrance

Ca

90501

City

State

Zip

(310) 328-0276

(310) 328-7058

Phone

Fax

Notices to LEA shall be addressed to:

**Ellyn Schneider,
Executive Director of Student Services**

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach

Ca

90266

City

State

Zip

(310) 318-7345 x5913

(310) 303-3826

Phone

Fax

eschneider@mbusd.org

Email

Mail Completed Contract & Invoices to:

Tracy Angle, Accounting Specialist – MBUSD

Name and Title

325 S. Peck Avenue

Address

Manhattan Beach

Ca

90266

City

State

Zip

(310) 318-7345 x5927

(310) 303-3826

Phone

Fax

tangle@mbusd.org

Email

EXHIBIT A: RATES

CONTRACTOR Pediatric Therapy **CONTRACTOR NUMBER** 15225 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 \$1,140.00
 Total LEA enrollment may not exceed 2

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction
 Basic Education Program/Dual Enrollment

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

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	95.00	Per Hour
b. Language and Speech Therapy – Group of 2	62.00	Per Hour
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	95.00	Per Hour
b. Occupational Therapy – Group of 2	62.00	Per Hour
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
(9) Physical Therapy	95.00	Per Hour
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
(11) Nursing	_____	_____
	_____	_____
	_____	_____
	_____	_____

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

42

E. CONSENT CALENDAR

8. **TITLE:** Final Compromise and Release Agreement between Parents and District for Attorney's Fees and Costs.

BACKGROUND: As a result of Final Compromise and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2009040602, finalized on August 19, 2009, it was agreed to pay The Law Offices of Maureen Graves for attorney's fees and costs.

FINANCIAL IMPACT:

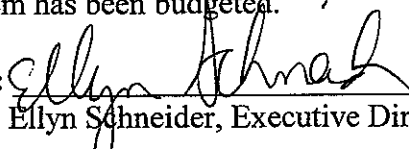
Not to exceed \$5,000.00.

Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71100-5820-0000053.

This item has been budgeted.

ACTION RECOMMENDED: Ratify payment to The Law Offices of Maureen Graves, for attorney's fees and costs of not to exceed \$5,000.00, as per Final Compromise and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2009040602, finalized on August 19, 2009. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71100-5820-0000053. This item has been budgeted.

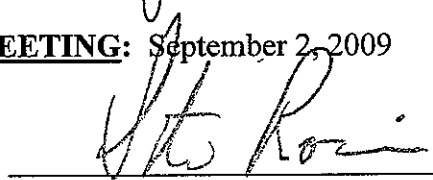
PREPARED BY:



Elynn Schneider, Executive Director of Student Services

DATE OF MEETING: September 2, 2009

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

E. CONSENT CALENDAR

9. **TITLE:** Final Compromise and Release Agreement between Parents and District for Educational Fees and Costs.

BACKGROUND: As a result of Final Compromise and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2009040602, finalized on August 19, 2009, it was agreed to reimburse the parents for educational fees and costs.

FINANCIAL IMPACT:

Not to exceed \$33,700.00.

Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71101-5890-0000053.

This item has been budgeted.

ACTION RECOMMENDED: Ratify reimbursement to parent for educational fees and costs of not to exceed \$33,700.00, as per Final Compromise and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2009040602, finalized on August 19, 2009. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71101-5890-0000053. This item has been budgeted.

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

DATE OF MEETING: September 2, 2009

Approved by: Steve Romines
Steve Romines, Asst. Superintendent of Administrative Services

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

E. **CONSENT CALENDAR**

10. **TITLE:** Final Compromise and Release Agreement between Parents and District for Attorney's Fees and Costs.

BACKGROUND: As a result of Final Compromise and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2009050624, finalized on August 17, 2009, it was agreed to pay Cindy Brining, Esq., for attorney's fees and costs.

FINANCIAL IMPACT:

Not to exceed \$3,000.00.

Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71100-5820-0000053.

This item has been budgeted.

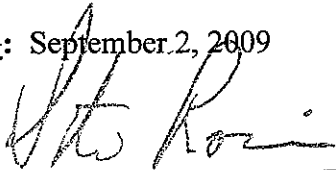
ACTION RECOMMENDED: Ratify payment to Cindy Brining, Esq., for attorney's fees and costs of not to exceed \$3,000.00, as per Final Compromise and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2009050624, finalized on August 17, 2009. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71100-5820-0000053. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: September 2, 2009

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

E. CONSENT ITEMS

TITLE: Personnel Items

BACKGROUND: The Personnel items listed on the agenda for the meeting of September 2, 2009, are standard. The personnel lists are attached.

ACTION RECOMMENDED: Approval is recommended.

PREPARED BY: Kathy Hall, Director of Human Resources

DATE OF BOARD MEETING: September 2, 2009

AGENDA NOTE AGENDA NOTE AGENDA NOTE

46.

Ratify employment of classified personnel at effective dates listed:

Bangasser, Edward, PE Assistant, MBMS, Perm., 81.25% time, Range 11, Step 6, effective 09/02/09 (Reinstatement after lay-off)
Brunkhardt, Norma, Computer Lab Specialist, GV, Perm., 12.5% time, Range 24, Step 6, effective 09/02/09 (Reinstatement after lay-off)
Costa, Stacia, Library Media Specialist, Pennekamp, Perm., 70% time, Range 16, Step 6, effective 09/01/09 (Reinstatement after lay-off)
Johnson, Wendy, Computer Lab Specialist, Robinson, Perm., 50% time, Range 24, Step 6, effective 09/02/09 (Reinstatement after lay-off)
Kalenik, Debra, Library Media Specialist, MBMS, Perm., 100% time, Range 16, Step 6, effective 09/01/09 (Reinstatement after lay-off)
Knocke, Dallas, Special Ed. I.A., MBMS, Perm., 68.75% time, Range 12, Step 1, effective 09/02/09 (Reinstatement after lay-off)
Long, Kathryn, Computer Lab Specialist, Pennekamp, Perm., 60% time, Range 24, Step 6, effective 09/02/09 (Reinstatement after lay-off)
Martinez, David, Operations Worker, M&O, Perm., 100% time, Range 15, Step 5, effective 08/13/09 (Reinstatement after lay-off)
Matsuyama, Yukari, Library Media Specialist, Robinson, Perm., 45.83% time, Range 16, Step 2, effective 09/01/09 (Reinstatement after lay-off)
McGhee, Sandra, Special Ed. I.A., Preschool, Perm., 50% time, Range 12, Step 3, effective 09/02/09 (Reinstatement after lay-off)
McKeegan, Robert, PE Assistant, MBMS, 65% time, Range 11, Step 6, effective 09/02/09 (Reinstatement after lay-off)
McLellan, Laurie, Computer Lab Specialist, GV, Perm., 50% time, Range 24, Step 6, effective 09/02/09 (Reinstatement after lay-off)
Mishler, Tighe, Computer Lab Specialist, MCHS, Perm., 75% time, Range 24, Step 6, effective 09/02/09 (Reinstatement after lay-off)
Plata, Georgina, Computer Lab Specialist, Meadows, Perm., 27.08% time, Range 24, Step 6, effective 09/02/09 (Reinstatement after lay-off)
Primm, Christine, Library Media Specialist, Meadows, Perm., 62.5% time, Range 16, Step 6, effective 09/01/09 (Reinstatement after lay-off)
Scotton, Martha, Special Ed. I.A., Pacific, Perm., 62.5% time, Range 12, Step 3, effective 09/02/09 (Reinstatement after lay-off)
Snively, Heidi, Library Media Specialist, GV, Perm., 90% time, Range 16, Step 6, effective 09/01/09 (Reinstatement after lay-off)

E. **CONSENT ITEM:**

17. **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: September 2, 2009

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Manhattan Beach Unified School District - Business Services Division

Board List Purchase Orders Report

Purchase Orders/Buyouts To The Board for Ratification From : June 6, 2008 through August 14, 2009

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

District - 75333 Manhattan Beach USD

PO Issue	Date	PO #	Change Order	Vendor Name	Description	Department/Site	Fund	Res.Prj	Goal	Funct	OBJ	Sch/Loc	PO Amount
1	2-Jul-09	10818-4		US Bancorp	Lease Agreement	Mira Costa, district-level	01.0	00000.0	11103	10000	4415	9000000	1,367.28
2	2-Jul-09	13206-3		Xerox Capital Services, LLC	MAINTENANCE AGREEMENTS	district-level, pre-K	01.0	65000.0	57300	11100	4350	0000049	600.00
3	2-Jul-09	13206-3		Xerox Capital Services, LLC	MAINTENANCE AGREEMENTS	district-level, pre-K	01.0	65000.0	57300	11100	4415	0000049	1,799.96
4	2-Jul-09	13206-3		Xerox Capital Services, LLC	EQUIPMENT RENTAL/LEASE	Business Office	01.0	00000.0	00000	73000	4415	0000114	2,997.28
5	7-Jul-09	13226-04		Hasler Financial Services, LLC	PRINTING SUPP/EQUIP	Mira Costa, district-level	01.0	00000.0	11103	10000	4415	9000000	7,839.08
6	2-Jul-09	13628-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Mira Costa	01.0	63000.0	11103	10000	4350	9000000	6,495.00
7	2-Jul-09	13628-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Mira Costa	01.0	63000.0	11103	10000	4350	9000000	7,839.08
8	2-Jul-09	13635-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Mira Costa	01.0	63000.0	11103	10000	4350	9000000	6,495.00
9	2-Jul-09	13635-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Mira Costa	01.0	63000.0	11103	10000	4350	9000000	5,487.50
10	2-Jul-09	13636-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Mira Costa, district-level	01.0	00000.0	11103	10000	4415	9000000	5,064.41
11	2-Jul-09	13636-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Mira Costa	01.0	63000.0	11103	10000	4350	9000000	13,318.39
12	2-Jul-09	13637-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Mira Costa	01.0	63000.0	11103	10000	4350	9000000	14,267.50
13	2-Jul-09	13637-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Mira Costa	01.0	63000.0	11103	10000	4415	9000000	8,017.95
14	2-Jul-09	13638-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Mira Costa	01.0	63000.0	11103	10000	4350	9000000	2,195.00
15	2-Jul-09	13638-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Mira Costa	01.0	63000.0	11103	10000	4350	9000000	10,942.39
16	7-Jul-09	13737-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	00000.0	11102	10000	4415	8000000	10,825.00
17	7-Jul-09	13737-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	63000.0	11102	10000	4350	8000000	7,895.71
18	7-Jul-09	13738-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	00000.0	11102	10000	4415	8000000	7,794.00
19	7-Jul-09	13738-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	63000.0	11102	10000	4350	8000000	5,535.36
20	7-Jul-09	13739-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	00000.0	11102	10000	4415	8000000	6,000.00
21	7-Jul-09	13739-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	63000.0	11102	10000	4350	8000000	11,056.56
22	7-Jul-09	13740-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	00000.0	11102	10000	4415	8000000	7,794.00
23	7-Jul-09	13740-3		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	63000.0	11102	10000	4350	8000000	842.40
24	14-Jul-09	16751-1		Canon Business	COPY, DUPLICATING SUPP/EQUIP	Food Services	13.0	00000.0	00000	37000	4350	0000073	842.40
25	27-Jul-09	16750-1		Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Food Services	13.0	00000.0	00000	37000	4415	0000073	1,874.76
26	7-Jul-09	14425-2		Eagle Software	SOFTWARE	Information Technology	01.0	11000.0	00000	24200	4340	0000114	6,050.00
27	2-Jul-09	14480-2		Centration	CONTRACTED SERVICES	Business Office	01.0	00000.0	00000	73000	5850	0000116	11,750.00
28	2-Jul-09	14605-2		Witt Company	MAINTENANCE AGREEMENTS	Mira Costa, district-level	01.0	00000.0	11103	10000	5635	9000000	825.00
29	7-Jul-09	14733-2		Xerox	OFFICE MACHINES SUPP/SERVICES	Business Office	01.0	00000.0	00000	73000	4310	0000114	41.14
30	7-Jul-09	14733-2		Xerox	OFFICE MACHINES SUPP/SERVICES	Business Office	01.0	00000.0	00000	73000	4310	0000114	451.22
31	7-Jul-09	14733-2		Xerox	OFFICE MACHINES SUPP/SERVICES	Business Office	01.0	00000.0	00000	73000	4310	0000114	493.62
32	7-Jul-09	14771-2		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	00000.0	11102	10000	4415	8000000	392.30
33	7-Jul-09	14771-2		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	MBMS, district-level	01.0	63000.0	11102	10000	4350	8000000	270.63
34	14-Jul-09	14995-2		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Pacific, district-level	01.0	00000.0	11101	10000	4415	3000000	11,521.83
35	14-Jul-09	14995-2		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Pacific, district-level	01.0	00000.0	11101	10000	4415	3000000	10,900.00
36	10-Jun-09	15660-1		Moody's Investors Service	BANKS	Undistributed	01.0	00000.0	00000	72000	5890	0000000	5,500.00
37	14-Jul-09	15666-1		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Robinson, district-level	01.0	00000.0	11101	10000	4415	5000000	11,498.16
38	14-Jul-09	15666-1		Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Prop 20 Lottery, Robinson	01.0	63000.0	11101	10000	4350	5000000	5,665.00
39	14-Jul-09	16222-1		Canon Business	PRINTING SUPP/EQUIP	Prop 20 Lottery, GV	01.0	63000.0	11101	10000	4350	1000000	6,040.00
40	27-Jul-09	16223-1		Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Grand View, district-level	01.0	00000.0	11101	10000	4415	1000000	11,512.16
41	10-Jun-09	16279-1		Infosnap, Inc.	SOFTWARE	Information Technology	01.0	11000.0	00000	24200	4340	0000116	18,000.00
42	14-Jul-09	16361-1		Canon Business	PRINTING SUPP/EQUIP	Prop 20 Lottery, GV	01.0	63000.0	11101	10000	4350	1000000	1,308.00
43	27-Jul-09	16362-1		Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Meadows, district-level	01.0	00000.0	11101	10000	4415	2000000	9,920.83
44	14-Jul-09	16363-1		Canon Financial Services	PRINTING SUPP/EQUIP	Prop 20 Lottery, Meadows	01.0	63000.0	11101	10000	4350	2000000	7,700.00
45	6-Jul-09	16396-1		Kevin Halfhill	CONTRACTED SERVICES	PTA, Pacific	01.0	90235.0	11101	10000	5890	3000400	1,700.00
46	14-Jul-09	16642-1		Canon Business	PRINTING SUPP/EQUIP	Undistributed	01.0	00000.0	00000	72000	4350	0000000	6,040.00
47	14-Jul-09	16643-1		Canon Business	PRINTING SUPP/EQUIP	Prop 20 Lottery, Pennekamp	01.0	63000.0	11101	10000	4350	4000000	6,040.00
48	27-Jul-09	16644-1		Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Pennkamp, district-level	01.0	00000.0	11101	10000	4415	4000000	10,927.32
49	27-Jul-09	16645-1		Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Undistributed	01.0	00000.0	00000	72000	4415	0000000	10,927.32
50	27-Jul-09	16740-1		Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Undistributed	01.0	00000.0	00000	72000	4415	0000000	2,618.85
51	14-Jul-09	16741-1		Canon Business	PRINTING SUPP/EQUIP	Undistributed	01.0	00000.0	00000	72000	4350	0000000	1,308.00
52	27-Jul-09	16742-1		Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Mira Costa, district-level	01.0	65000.0	57500	11100	4415	9000000	2,057.55
53	14-Jul-09	16743-1		Canon Business	PRINTING SUPP/EQUIP	Mira Costa, district-level	01.0	65000.0	57500	11100	4350	9000000	405.72
54	27-Jul-09	16744-1		Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Business Office	01.0	00000.0	00000	73000	4415	0000114	5,408.92
55	14-Jul-09	16745-1		Canon Financial Services	PRINTING SUPP/EQUIP	Business Office	01.0	00000.0	00000	73000	4350	0000114	3,820.00
56	4-Dec-08	16746-0	1	Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Mira Costa, district-level	01.0	65000.0	57500	11100	4415	9000000	1,170.94

49.

Manhattan Beach Unified School District - Business Services Division

PO Issue Date	PO #	Change Order Date	Vendor Name	Description	Department/Site	Fund	Res.Prj	Goal	Funct	OBJ	Sch/Soc	PO Amount
27-Jul-09	16746-1	27-Jul-09	Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Mira Costa,district-level	01.0	00000.0	11103	10000	4415	9000000	2,057.55
14-Jul-09	16747-1	14-Jul-09	Canon Business	PRINTING SUPP/EQUIP	Prop 20 Lottery, MC	01.0	63000.0	11103	10000	4350	9000000	1,124.00
27-Jul-09	16748-1	27-Jul-09	Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Maintenance Yard	01.0	81500.0	00000	81100	4415	0000117	2,057.55
14-Jul-09	16749-1	14-Jul-09	Canon Business	PRINTING SUPP/EQUIP	Maintenance Yard	01.0	81500.0	00000	81100	4350	0000117	193.20
27-Jul-09	16752-1	27-Jul-09	Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Student Services	01.0	65000.0	50010	31100	4415	0000113	2,618.85
14-Jul-09	16753-1	14-Jul-09	Canon Business	PRINTING SUPP/EQUIP	Student Services	01.0	65000.0	50010	31100	4310	0000113	906.24
27-Jul-09	16794-1	27-Jul-09	Canon Financial Services	COPY, DUPLICATING SUPP/EQUIP	Grand View,district-level	01.0	00000.0	11101	10000	4415	1000000	2,057.55
14-Jul-09	16795-1	14-Jul-09	Canon Business	PRINTING SUPP/EQUIP	Prop 20 Lottery, GV	01.0	63000.0	11101	10000	4350	1000000	2,676.20
2-Jul-09	9897-5	2-Jul-09	Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Educational Services	01.0	00000.0	00000	21100	4415	0000112	1,675.17
2-Jul-09	9897-5	2-Jul-09	Xerox Capital Services, LLC	PRINTING SUPP/EQUIP	Educational Services	01.0	00000.0	00000	21100	4350	0000112	1,200.00
Open Purchase Orders (Sites/Departments)												
2-Jul-09	17702	2-Jul-09	Office Depot	OFFICE SUPPLIES	Educational Services	01.0	00000.0	00000	21100	4350	0000112	341,446.83
2-Jul-09	17702	2-Jul-09	Office Depot	OFFICE SUPPLIES	Educational Services	01.0	00000.0	00000	21100	4350	0000112	3,000.00
7-Jul-09	17703	7-Jul-09	Office Depot	OFFICE SUPPLIES	Business Office	01.0	00000.0	00000	73000	4350	0000114	2,000.00
7-Jul-09	17704	7-Jul-09	Office Depot	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	74001	4350	0000115	500.00
7-Jul-09	17705	7-Jul-09	Office Depot	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	74002	4350	0000115	500.00
7-Jul-09	17705	7-Jul-09	Office Depot	OFFICE SUPPLIES	Student Services	01.0	65000.0	50010	31100	4350	0000113	2,000.00
2-Jul-09	17708	2-Jul-09	Office Depot	OFFICE SUPPLIES	Meadows,discretionary	01.0	00000.0	11101	10000	4310	2000100	2,000.00
2-Jul-09	17710	2-Jul-09	Office Depot	OFFICE SUPPLIES	Pacific,discretionary	01.0	00000.0	11101	10000	4310	3000100	6,500.00
2-Jul-09	17715	2-Jul-09	Office Depot	OFFICE SUPPLIES	Pennekamp,discretionary	01.0	00000.0	11101	10000	4310	4000100	1,500.00
7-Jul-09	17740	7-Jul-09	Office Depot	OFFICE SUPPLIES	MBMS,discretionary	01.0	00000.0	11102	10000	4310	8000100	15,000.00
23-Jul-09	17571	23-Jul-09	Medical Institute of Little Company of	CONTRACTED SERVICES	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	2,000.00
23-Jul-09	17571	23-Jul-09	Medical Institute of Little Company of	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	74001	5860	0000115	1,400.10
23-Jul-09	17572	23-Jul-09	Department of Justice	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	74002	5860	0000115	1,599.90
23-Jul-09	17572	23-Jul-09	Department of Justice	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	74001	5860	0000115	3,500.25
2-Jul-09	17776	2-Jul-09	School Specialty Company	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	74002	5860	0000115	3,999.75
2-Jul-09	17779	2-Jul-09	School Specialty Company	INSTRUCTIONAL SUPPLIES	Meadows,discretionary	01.0	00000.0	11101	10000	4310	2000100	2,000.00
2-Jul-09	17779	2-Jul-09	School Specialty Company	INSTRUCTIONAL SUPPLIES	Pennekamp,discretionary	01.0	00000.0	11101	10000	4310	4000100	1,500.00
Maintenance Open Purchase Orders												
14-Jul-09	17601	14-Jul-09	A-1 Coast Rentals	EQUIPMENT RENTAL/LEASE	Maintenance Yard	01.0	00000.0	00000	82000	5630	0000117	52,000.00
14-Jul-09	17602	14-Jul-09	ACCO Engineered Systems	AIR CONDITIONING SERVICE/SYST	Maintenance Yard	01.0	81500.0	00000	81100	5630	0000117	3,000.00
14-Jul-09	17603	14-Jul-09	ADI	SECURITY SUPP/EQUIP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	20,000.00
16-Jul-09	17604	16-Jul-09	Agencies Tool Center	TOOLS	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	500.00
16-Jul-09	17605	16-Jul-09	Aoki Lawnmower Shop	LANDSCAPE/GARDENING SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82050	4370	0000117	1,000.00
16-Jul-09	17606	16-Jul-09	Amadeus Auto Upholstery	AUTOBODY SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82050	4370	0000117	500.00
16-Jul-09	17607	16-Jul-09	American City Pest Control	PEST CONTROL	Maintenance Yard	01.0	00000.0	00000	81100	5630	0000117	3,000.00
16-Jul-09	17608	16-Jul-09	Kathy Murphy	CLEANING SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	81100	5630	0000117	20,000.00
16-Jul-09	17609	16-Jul-09	American Time & Signal Company	TIME CLOCKS/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	3,500.00
16-Jul-09	17610	16-Jul-09	Aqua-Flo Supply	LANDSCAPE/GARDENING SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82050	4370	0000117	1,000.00
16-Jul-09	17611	16-Jul-09	Auto Chek Centers, Inc.	AUTOMOTIVE SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	81100	4380	0000117	3,500.00
16-Jul-09	17612	16-Jul-09	Bay Alarm Company	SECURITY SUPP/EQUIP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	500.00
16-Jul-09	17613	16-Jul-09	B.D. White Top Soil, Inc.	GARDENING SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82050	4370	0000117	2,900.00
16-Jul-09	17614	16-Jul-09	Bundy Canyon Turf Supply	GARDENING SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82050	4370	0000117	4,000.00
16-Jul-09	17615	16-Jul-09	California Fence Company	FENCING	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	3,100.00
16-Jul-09	17616	16-Jul-09	California Marking Device	STATIONERY SUPPLIES	Maintenance Yard	01.0	81500.0	00000	81100	4386	0000117	3,000.00
16-Jul-09	17617	16-Jul-09	Carnifl Farr	SWIMMING POOL SUPP/EQUIP/SERV	Maintenance Yard	01.0	81500.0	00000	81100	4386	0000117	2,000.00
16-Jul-09	17618	16-Jul-09	Carrier Southern California	AIR CONDITIONING SERVICE/SYST	Maintenance Yard	01.0	81500.0	00000	82000	4370	0000117	1,000.00
16-Jul-09	17619	16-Jul-09	Champion Chemical	CLEANING SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82000	4370	0000117	3,000.00
16-Jul-09	17620	16-Jul-09	Chandler's A/C & Refrigeration	AIR CONDITIONING SERVICE/SYST	Maintenance Yard	01.0	81500.0	00000	81100	5630	0000117	2,000.00
16-Jul-09	17621	16-Jul-09	Clark Security Products	SECURITY SUPP/EQUIP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	8,000.00
14-Jul-09	17622	14-Jul-09	Completes Plus	AUTOMOTIVE SUPP/EQUIP	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	4,500.00
16-Jul-09	17623	16-Jul-09	Current Electric Construction, Inc.	ELECTRICAL SUPP/EQUIP	Maintenance Yard	01.0	81500.0	00000	81100	5630	0000117	3,000.00
16-Jul-09	17624	16-Jul-09	Dugmore and Duncan of California	HARDWARE, FASTENERS	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	2,000.00
14-Jul-09	17625	14-Jul-09	Dunn Edwards	PAINT SUPP/EQUIP	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	9,000.00
16-Jul-09	17626	16-Jul-09	Ebetherd	LANDSCAPE/GARDENING SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82050	5630	0000117	10,000.00
15-Jul-09	17627	15-Jul-09	Edwards Support Tech	FIRE SAFETY SUPP/EQUIP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	5630	0000117	13,970.00
29-Jul-09	17634	29-Jul-09	W.W. Grainger, Inc.	MAINTENANCE SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82000	4370	0000117	42,802.50
29-Jul-09	17635	29-Jul-09	GR Lighting Supplies	LIGHTING SUPP/EQUIP/MAINT/SYST	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	5,487.50
14-Jul-09	17637	14-Jul-09	Home Depot	HARDWARE SUPPLIES	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	15,000.00
14-Jul-09	17639	14-Jul-09	Hughes Plumbing Supply	PLUMBING SUPP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	7,500.00

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Manhattan Beach Unified School District - Business Services Division

PO Issue	Date	PO #	Change	Order Date	Vendor Name	Description	Department/Site	Fund	Res.Prj	Goal	Funct	OBJ	Sch/Loc	PO Amount
117	29-Jul-09	17641		29-Jul-09	Intervalley Pool Supply	SWIMMING POOL SUPP/EQUIP/SERV	Maintenance Yard	01.0	81500.0	00000	81100	4386	0000117	41,705.00
118	14-Jul-09	17644		14-Jul-09	Johnstone Supply	HEATING SUPP/EQUIP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	3,500.00
119	29-Jul-09	17648		29-Jul-09	L & B Pipe	PLUMBING SUPP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	10,975.00
120	14-Jul-09	17650		14-Jul-09	Learned Lumber	LUMBER	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	2,000.00
121	29-Jul-09	17660		29-Jul-09	Napa Auto Parts	AUTOMOTIVE SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	81100	4380	0000117	7,133.75
122	15-Jul-09	17663		16-Jul-09	FPF System Testing	FIRE SAFETY SUPP/EQUIP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	5630	0000117	4,200.00
123	29-Jul-09	17668		29-Jul-09	Supreme Paint	PAINT SUPP/EQUIP	Maintenance Yard	01.0	81500.0	00000	81100	4386	0000117	10,975.00
124	29-Jul-09	17672		29-Jul-09	Thyssen Krupp	ELEVATORS, MAINTENANCE	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	1,646.25
125	29-Jul-09	17675		29-Jul-09	Tri-Signal Integration	FIRE SAFETY SUPP/EQUIP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	5835	0000117	11,524.68
126	29-Jul-09	17678		14-Jul-09	Unisource Maintenance Supply Systems	CLEANING SUPP/EQUIP	Maintenance Yard	01.0	81500.0	00000	81100	4370	0000117	3,000.00
128	29-Jul-09	17682		29-Jul-09	Vision Communications Co.	RADIOS	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	100,000.00
129	29-Jul-09	17682		29-Jul-09	Vision Communications Co.	RADIOS	Maintenance Yard	01.0	81500.0	00000	81100	5635	0000117	500.00
130	14-Jul-09	17688		14-Jul-09	Yamada Company, Inc.	LANDSCAPE/GARDENING SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82050	4370	0000117	6,789.60
131	16-Jul-09	17689		16-Jul-09	3 S Corp	PAPER, ART AND CLASSROOM	Maintenance Yard	01.0	81500.0	00000	81100	4350	0000117	7,000.00
132	Individual Purchase Orders													
133	27-Jul-09	17582		27-Jul-09	Cenveo	ENVELOPES	Educational Services	01.0	00000.0	00000	21100	4350	0000112	423,459.28
134	30-Jul-09	17716		30-Jul-09	Office Depot	OFFICE SUPPLIES	Educational Services	01.0	00000.0	00000	27000	4350	9000100	286.99
135	7-Jul-09	17801		7-Jul-09	Sparklets	WATER SUPP/SERV/SYSTEM	Mira Costa,discretionary	01.0	00000.0	00000	27000	4350	9000100	21,950.00
136	10-Jun-09	17504		16-Jun-09	Patterson Dental	CONTRACTED SERVICES	Pennakamp,discretionary	01.0	00000.0	00000	27000	4350	4000100	450.00
137	7-Jul-09	17553		7-Jul-09	Electro Medical Instrumentation	MEDICAL & LAB SUPP/EQUIP	District-level,K-8	01.0	00000.0	00000	31400	4890	0000050	257.00
138	19-Jun-09	17232		19-Jun-09	MB Council of PTA'S	CONFERENCE AND TRAVEL	Student Services	01.0	00000.0	00000	71100	5220	0000011	255.00
139	24-Jun-09	17237		24-Jun-09	Manhattan Beach Chamber of Commerce	MEMBERSHIPS	Superintendent/Board	01.0	00000.0	00000	71100	5310	0000011	1,391.64
140	8-Jul-09	17255		8-Jul-09	MBUSD - Cafeteria Account	CATERING SERVICES	Superintendent/Board	01.0	00000.0	00000	71100	4350	0000011	135.00
141	27-Jul-09	17583		27-Jul-09	CSBA	MEMBERSHIPS	Superintendent/Board	01.0	00000.0	00000	71100	5310	0000011	127.16
142	7-Jul-09	17554		7-Jul-09	Manhattan Beach Chamber of Commerce	MEMBERSHIPS	Superintendent/Board	01.0	00000.0	00000	71500	5310	0000011	11,238.00
143	7-Jul-09	17513		7-Jul-09	3 S Corp	PAPER PRODUCTS AND PAPERBOARD	District Office	01.0	00000.0	00000	72000	4350	0000011	110.00
144	13-Jul-09	17562		13-Jul-09	VBS Office Equipment, Inc.	OFFICE MACHINES SUPP/SERVICES	Undistributed	01.0	00000.0	00000	72000	4350	0000000	279.66
145	5-Aug-09	17587		5-Aug-09	3 S Corp	PAPER PRODUCTS AND PAPERBOARD	Undistributed	01.0	00000.0	00000	72000	4350	0000000	30.84
146	5-Aug-09	17590		5-Aug-09	Certified Office Equipment	REPAIRS - OFFICE EQUIPMENT	Undistributed	01.0	00000.0	00000	72000	5630	0000000	510.00
147	23-Jul-09	17573		23-Jul-09	School Services of California	CONFERENCE AND TRAVEL	Business Office	01.0	00000.0	00000	73000	5220	0000114	228.00
148	27-Jul-09	17582		27-Jul-09	Cenveo	ENVELOPES	Business Office	01.0	00000.0	00000	73000	4350	0000114	190.00
149	18-Jun-09	17506		18-Jun-09	MBUSD - Cafeteria Account	CATERING SERVICES	Human Resources	01.0	00000.0	00000	74001	4350	0000115	234.79
150	5-Aug-09	17589		5-Aug-09	ACSA	MEMBERSHIPS	Human Resources	01.0	00000.0	00000	74001	4350	0000115	415.08
151	10-Jun-09	17218		10-Jun-09	Paradise Awards	AWARDS/CERTIFICATES	Human Resources	01.0	00000.0	00000	74002	4350	0000115	540.00
152	11-Jun-09	17222		11-Jun-09	Paradise Awards	AWARDS/CERTIFICATES	Human Resources	01.0	00000.0	00000	74002	4350	0000115	519.48
153	7-Jul-09	17550		7-Jul-09	School Employers Association	MEMBERSHIPS	Human Resources	01.0	00000.0	00000	74002	5310	0000115	107.72
154	5-Aug-09	17589		5-Aug-09	ACSA	MEMBERSHIPS	Human Resources	01.0	00000.0	00000	74002	5310	0000115	1,490.00
155	5-Aug-09	17592		5-Aug-09	Brown Industries	AWARDS/CERTIFICATES	Human Resources	01.0	00000.0	00000	74002	5220	0000115	1,175.00
156	5-Aug-09	17585		5-Aug-09	Sandler Bros.	JANITORIAL SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82000	4370	0000117	472.95
157	15-Jul-09	17693		15-Jul-09	Cal Play Services	PLAYGROUND SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82000	5630	0000117	872.51
158	13-Jul-09	17257		13-Jul-09	Marie Solymosi	PEST CONTROL	Maintenance Yard	01.0	00000.0	00000	82050	5630	0000117	205.00
159	29-Jul-09	17699		29-Jul-09	Organic Compounds	GARDENING SUPP/EQUIP	Maintenance Yard	01.0	00000.0	00000	82050	4370	0000117	2,195.00
160	25-Jun-09	17240		25-Jun-09	3 S Corp	PAPER PRODUCTS AND PAPERBOARD	Meadows,discretionary	01.0	00000.0	11101	10000	4310	2000100	542.11
161	7-Jul-09	17802		7-Jul-09	Riso	OFFICE SUPPLIES	Pennakamp,discretionary	01.0	00000.0	11101	10000	4310	4000100	1,500.00
162	23-Jul-09	17555		23-Jul-09	NEC Unified Solutions, Inc	CONTRACTED SERVICES	Information Technology	01.0	11000.0	00000	24200	5890	0000116	44,288.00
163	23-Jul-09	17557		23-Jul-09	CSM	COMPUTER SUPP/EQUIP	Information Technology	01.0	11000.0	00000	24200	5890	0000116	2,900.00
164	16-Jul-09	17706		16-Jul-09	Office Depot	OFFICE SUPPLIES	Information Technology	01.0	11000.0	00000	24200	4350	0000116	2,000.00
165	13-Jul-09	S10-101		13-Jul-09	Cities Digital	SOFTWARE	Information Technology	01.0	11000.0	00000	24200	4340	0000116	2,068.79
166	15-Jul-09	T10-100		15-Jul-09	Insight	COMPUTER SUPP/EQUIP	Information Technology	01.0	11000.0	00000	24200	4310	0000116	9,734.35
167	23-Jul-09	T10-102		23-Jul-09	BI Pro Computers	COMPUTER SUPP/EQUIP	Information Technology	01.0	11000.0	00000	24200	4310	0000116	10,000.00
168	27-Jul-09	T10-102A		27-Jul-09	BI Pro Computers	COMPUTER SUPP/EQUIP	Information Technology	01.0	11000.0	00000	24200	4310	0000116	10,000.00
169	8-Jun-09	17215		8-Jun-09	Copy Shop, The	PRINTING SERVICES	Title II	01.0	40350.0	11100	10000	4350	0000112	305.90
170	19-Jun-09	17216		19-Jun-09	All American Trophy	AWARDS/CERTIFICATES	Title II	01.0	40350.0	11100	10000	4350	0000112	395.49
171	24-Jun-09	17239		24-Jun-09	Trainers Warehouse	INSTRUCTIONAL SUPPLIES	Title II	01.0	40350.0	11100	10000	4310	0000112	316.24
172	8-Jun-09	17556		8-Jun-09	Southern California A.P., Inc.	CONFERENCE AND TRAVEL	Title II	01.0	40350.0	11100	10000	5220	0000112	7,000.00
173	27-Jul-09	17584		27-Jul-09	Josephson Institute of Ethics	Workshops	Title II	01.0	40350.0	11100	10000	5220	0000112	1,485.00
174	15-Jul-09	17563		15-Jul-09	Handwriting Without Tears	INSTRUCTIONAL SUPPLIES	Innovative Strategies	01.0	41100.0	11100	10000	4310	0000112	2,207.90
175	5-Aug-09	17588		5-Aug-09	Hal Leonard Corporation	SUBSCRIPTIONS	Innovative Strategies	01.0	41100.0	11100	10000	4310	0000112	165.00
176	5-Aug-09	17591		5-Aug-09	Media Printers	VIDEO SUPP/EQUIP/RENTAL	Innovative Strategies	01.0	41100.0	11100	10000	4310	0000112	654.38

Manhattan Beach Unified School District - Business Services Division

PO #	PO Issue Date	Vendor Name	Description	Department/Site	Fund	Res.Prj	Goal	Funcnt	OBJ	Sch./Loc	PO Amount
177	15-Jul-09	Tobacco Education Clearinghouse	INSTRUCTIONAL SUPPLIES	TUPE	01.0	66600.0	11100	10000	4310	0000112	1,414.94
178	15-Jul-09	Tobacco Education Clearinghouse	INSTRUCTIONAL SUPPLIES	TUPE	01.0	66600.0	11100	10000	4310	0000112	1,360.02
179	11-Jun-09	Ocean Institute	FIELD TRIPS	GATE, 6-8	01.0	71400.0	19000	10000	5890	0000052	800.00
180	16-Jun-09	Pacific Coaches	BOOKS	GATE, 6-8	01.0	71400.0	19000	10000	5812	0000052	2,660.50
181	23-Jul-09	McGraw-Hill	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	23,429.80
182	23-Jul-09	McGraw-Hill	BOOKS	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	6,787.27
183	23-Jul-09	McGraw-Hill	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	7,524.37
184	23-Jul-09	Houghton Mifflin	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	1,935.59
185	23-Jul-09	Saxon Publishers, Inc.	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	5,602.98
186	23-Jul-09	Easy Grammar Systems	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	5,481.02
187	23-Jul-09	Easy Grammar Systems	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	2,449.62
188	23-Jul-09	McGraw-Hill	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	20,270.35
189	23-Jul-09	Saxon Publishers, Inc.	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	10,294.31
190	23-Jul-09	Easy Grammar Systems	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	3,170.51
191	23-Jul-09	McGraw-Hill	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	15,061.09
192	23-Jul-09	Zaner-Bloser	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	1,665.82
193	23-Jul-09	Easy Grammar Systems	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	3,781.60
194	23-Jul-09	McGraw-Hill	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	13,676.72
195	23-Jul-09	Saxon Publishers, Inc.	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	10,724.63
196	23-Jul-09	Houghton Mifflin	BOOKS	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	967.80
197	23-Jul-09	Saxon Publishers, Inc.	BOOKS	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	2,801.50
198	23-Jul-09	McGraw-Hill	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	3,762.19
199	23-Jul-09	Saxon Publishers, Inc.	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	6,565.17
200	23-Jul-09	McGraw-Hill	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	11,246.10
201	23-Jul-09	Easy Grammar Systems	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	1,393.22
202	23-Jul-09	Macmillan/McGraw-Hill	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	2,298.69
203	23-Jul-09	McGraw-Hill	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	1,149.35
204	27-Jul-09	Saxon Publishers, Inc.	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11101	10000	4110	0000051	14,883.87
205	23-Jul-09	Follett Ed Services	INSTRUCTIONAL SUPPLIES	IMFRP, K-5	01.0	71560.0	11102	10000	4110	0000052	25,328.32
206	10-Jun-09	Carter Brothers, LLC	BOOKS	IMFRP, 6-8	01.0	81500.0	00000	81100	5630	0000117	4,915.16
207	13-Jul-09	Montgomery Hardware	FIRE SAFETY SUPP/EQUIP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	5630	0000117	2,776.31
208	5-Aug-09	California Steeplejack & Painting Compan	LOCKS AND KEYS	Maintenance Yard	01.0	81500.0	00000	81100	5630	0000117	3,500.00
209	16-Jul-09	State Electric	REPAIRS - OTHER	Maintenance Yard	01.0	81500.0	00000	81100	5630	0000117	16,243.00
210	20-Jul-09	American Industrial Supply	SECURITY SUPP/EQUIP/SYSTEM	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	1,557.42
211	8-Jun-09	Brian Zimmerman Photographics LLC	CLEANING SUPP/EQUIP	Maintenance Yard	01.0	81500.0	00000	81100	4380	0000117	53,166.28
212	19-Jun-09	California Western Visuals	INSTRUCTIONAL SUPPLIES	Reimbursed Cost	01.0	90200.0	71100	21000	4310	0000112	3,351.89
213	4-Aug-09	Inspiration Software, Inc	Smart Boards	PTA, Grand View	01.0	90210.0	11101	10000	4400	1000400	2,092.50
214	16-Jun-09	Deborah Delamarter	SOFTWARE	Grand View, PTA	01.0	90215.0	11101	10000	4340	1000400	2,137.50
215	22-Jun-09	Deborah Delamarter	Afterschool Enrichment	PTA, Grand View	01.0	90215.0	11101	10000	5890	1000400	540.00
216	25-Jun-09	Deborah Delamarter	Afterschool Enrichment	PTA, Meadows	01.0	90225.0	11101	10000	5890	2000400	180.00
217	25-Jun-09	Hugo Haezaert	Afterschool Enrichment	PTA, Meadows	01.0	90225.0	11101	10000	5890	2000400	15,649.08
218	19-Jun-09	California Western Visuals	Smart Boards	PTA, Pacific	01.0	90230.0	00000	24200	4400	3000400	16,233.03
219	19-Jun-09	California Western Visuals	Smart Boards	PTA, Pacific	01.0	90230.0	00000	24200	4400	3000400	13,876.24
220	19-Jun-09	California Western Visuals	Smart Boards	PTA, Pacific	01.0	90230.0	00000	24200	4400	3000400	4,498.00
221	7-Jul-09	Insight	COMPUTER SUPP/EQUIP	Pacific, PTA	01.0	90235.0	11101	10000	5890	3000400	906.01
222	15-Jul-09	Insight	MEDIA EQUIPMENT	Pacific, PTA	01.0	90235.0	11101	10000	4400	3000400	1,350.00
223	22-Jun-09	Dulce Capadocia	Afterschool Enrichment	PTA, Pacific	01.0	90230.0	00000	24200	4400	3000400	14,535.76
224	19-Jun-09	California Western Visuals	Smart Boards	PTA, Pennekamp	01.0	90240.0	00000	24200	4400	4000400	108.88
225	19-Jun-09	insight	COMPUTER SUPP/EQUIP	PTA, Pennekamp	01.0	90240.0	00000	24200	4400	4000400	270.00
226	10-Jun-09	Deborah Delamarter	Afterschool Enrichment	PTA, Pennekamp	01.0	90245.0	11101	10000	5890	4000400	810.00
227	10-Jun-09	Hugo Haezaert	Afterschool Enrichment	PTA, Pennekamp	01.0	90245.0	11101	10000	5890	4000400	675.00
228	22-Jun-09	Dulce Capadocia	Afterschool Enrichment	PTA, Pennekamp	01.0	90245.0	11101	10000	5890	4000400	360.00
229	22-Jun-09	Hugo Haezaert	Afterschool Enrichment	PTA, Pennekamp	01.0	90245.0	11101	10000	5890	4000400	1,462.50
230	18-Jun-09	Dulce Capadocia	Afterschool Enrichment	PTA, Pennekamp	01.0	90255.0	11101	10000	5890	5000400	1,140.00
231	22-Jun-09	Lynn McIver	Afterschool Enrichment	PTA, Robinson	01.0	90255.0	11101	10000	5890	5000400	430.49
232	22-Jun-09	Jon Fowler	Afterschool Enrichment	PTA, Robinson	01.0	90255.0	11101	10000	5890	5000400	630.00
233	25-Jun-09	Lynn McIver	Afterschool Enrichment	PTA, Robinson	01.0	90255.0	11101	10000	5890	5000400	25,989.00
234	13-Jul-09	A-Pro Glass Tinting	CONTRACTED SERVICES	Student Services	01.0	90600.0	71100	11300	5630	0000113	559.73
235	7-Jul-09	S S Corp	PAPER PRODUCTS AND PAPERBOARD	MBAF, summer school	01.0	90800.0	11103	10010	4310	8000400	2,730.00
236	23-Jul-09	Sawday and Holmes Music, Inc.	MUSICAL INSTRUMENTS/SUPP	MBMS Instrumental Music	01.0	98175.0	17252	10000	5630	8000400	

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Manhattan Beach Unified School District - Business Services Division

PO Issue	Date	PO #	Change Order Date	Vendor Name	Description	Department/Site	Fund	Res.Prj	Goal	Funct	OBJ	Sch/Loc	PO Amount
237	23-Jul-09	T10-104	23-Jul-09	Insight	COMPUTER SUPP/EQUIP	Information Technology	01.0	11000.0	00000	24200	4310	0000116	524.39
238	23-Jul-09	T10-105	23-Jul-09	Laser Service	REPAIRS - OFFICE EQUIPMENT	Information Technology	01.0	11000.0	00000	24200	4310	0000116	2,500.00
239													557,185.73
240													1,374,091.94
241	Special Education												
242	10-Jun-09	17217	10-Jun-09	Sunburst	INSTRUCTIONAL SUPPLIES	Student Services	01.0	65000.0	57500	11300	4340	0000113	174.90
243	23-Jul-09	S10-103	23-Jul-09	Memory Suppliers, Inc.	COMPUTER SUPP/EQUIP	Student Services	01.0	65000.0	50010	31100	4310	0000113	730.00
244	7-Jul-09	17545	7-Jul-09	Abilitations	INSTRUCTIONAL SUPPLIES	Student Services	01.0	65000.0	57500	11300	4310	0000113	178.10
245	7-Jul-09	17552	7-Jul-09	LACOE	Excess Costs	Student Services	01.0	65000.0	57500	92000	7142	0000113	1,616,000.00
246	Individual Service Agreements (purchase orders to cover board approved contracts)												
247	23-Jul-09	S10-M10001	23-Jul-09	Resources in Autism Education	CONTRACTED SERVICES	District-level,6-8	01.0	65000.0	57500	11801	5810	0000052	72,257.00
248	23-Jul-09	S10-M10002	23-Jul-09	Resources in Autism Education	CONTRACTED SERVICES	District-level,K-5	01.0	65000.0	57500	11801	5810	0000051	8,093.00
249	23-Jul-09	S10-M10003	23-Jul-09	Resources in Autism Education	CONTRACTED SERVICES	District-level,6-8	01.0	65000.0	57500	11801	5810	0000052	7,885.00
250	23-Jul-09	S10-M01001	23-Jul-09	Family Life Center	CONTRACTED SERVICES	District-level,9-12	01.0	65000.0	57500	11802	5810	0000053	41,584.00
251	23-Jul-09	S10-M01401	23-Jul-09	Heritage Schools	CONTRACTED SERVICES	District-level,9-12	01.0	65000.0	57500	11802	5810	0000053	28,072.00
252	23-Jul-09	S10-M01402	23-Jul-09	Heritage Schools	CONTRACTED SERVICES	District-level,9-12	01.0	65000.0	57500	11802	5810	0000053	24,072.00
253	23-Jul-09	S10-M1402	27-Jul-09	Heritage Schools	CONTRACTED SERVICES	District-level,9-12	01.0	65000.0	57500	11802	5810	0000053	24,072.00
254	23-Jul-09	S10-C0801	23-Jul-09	Sonia Dickson-Bracks	CONTRACTED SERVICES	Student Services	01.0	65000.0	57500	21000	5850	0000113	88,200.00
255	23-Jul-09	S10-C2401	23-Jul-09	Robin Shipley	CONTRACTED SERVICES	Student Services	01.0	65000.0	57500	21000	5850	0000113	48,800.00
256	23-Jul-09	S10-C2501	23-Jul-09	John Staubit	CONTRACTED SERVICES	Student Services	01.0	65000.0	57500	21000	5850	0000113	3,340.00
257													344,373.00
258													1,961,456.00
259	EDP/Preschool												
261	7-Jul-09	17547	7-Jul-09	Dept. of Social Services	LICENSE/FEES	Preschool	63.0	00200.0	00000	60000	5890	0000060	1,000.00
262	15-Jul-09	17627	15-Jul-09	Edwards Support Tech	FIRE SAFETY SUPP/EQUIP/SYSTEM	Preschool	63.0	00200.0	00000	60000	5830	0000060	510.00
263	2-Jul-09	17762	2-Jul-09	Office Depot	OFFICE SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	7,500.00
264	7-Jul-09	17787	7-Jul-09	Deil	OFFICE SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	4,000.00
265	7-Jul-09	17788	7-Jul-09	Scholastic	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	2,000.00
266	7-Jul-09	17789	7-Jul-09	Zoophonics	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	2,000.00
267	7-Jul-09	17790	7-Jul-09	Unisource Maintenance Supply Systems	CLEANING SUPP/EQUIP	Preschool	63.0	00200.0	00000	60000	4370	0000060	3,000.00
268	7-Jul-09	17791	7-Jul-09	Copy Shop, The	OFFICE SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	1,000.00
269	7-Jul-09	17792	7-Jul-09	Sparklets	WATER SUPP/SERV/SYSTEM	Preschool	63.0	00200.0	00000	60000	4350	0000060	2,000.00
270	7-Jul-09	17793	7-Jul-09	Lakeshore	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	1,000.00
271	7-Jul-09	17794	7-Jul-09	Discount School Supply	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	5,000.00
272	7-Jul-09	17795	7-Jul-09	Smilemakers	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	100.00
273	7-Jul-09	17796	7-Jul-09	Ellison Educational Equipment, Inc.	INSTRUCTIONAL SUPPLIES	Preschool	63.0	00200.0	00000	60000	4310	0000060	1,000.00
274	7-Jul-09	17797	7-Jul-09	Xerox - The Document Company	OFFICE SUPPLIES	Preschool	63.0	00200.0	00000	60000	4350	0000060	1,000.00
275	7-Jul-09	17798	7-Jul-09	MacGill & Co	MEDICAL & LAB SUPP/EQUIP	Preschool	63.0	00200.0	00000	60000	4390	0000060	1,900.00
276	2-Jul-09	13207-3	2-Jul-09	Xerox Capital Services, LLC	MAINTENANCE AGREEMENTS	Preschool	63.0	00200.0	00000	60000	4350	0000060	2,000.00
277	2-Jul-09	13207-3	2-Jul-09	Xerox Capital Services, LLC	MAINTENANCE AGREEMENTS	Preschool	63.0	00200.0	00000	60000	4415	0000060	2,382.48
278	27-Jul-09	17582	27-Jul-09	Conveo	ENVELOPES	Extended Day Program	63.0	00100.0	00000	60000	4350	0000061	260.85
279													37,653.33
280	Building (Bond) Fund												
282	2-Jul-09	14508-2	2-Jul-09	U.S. Bank	FINANCIAL SERVICES	debt service, COP	21.0	08000.0	00000	91000	7439	0000000	540,000.00
283	2-Jul-09	14508-2	2-Jul-09	U.S. Bank	FINANCIAL SERVICES	debt service, COP	21.0	08000.0	00000	91000	7438	0000000	160,001.89
284													700,001.89
285	Developer Fees												
287	2-Jul-09	14508-2	2-Jul-09	U.S. Bank	FINANCIAL SERVICES	debt service, COP	25.0	00000.0	00000	91000	7438	0000000	219,653.11
288	21-Jul-09	17575	21-Jul-09	Hertz Furniture Systems	FURNITURE, SCHOOL	Undistributed	25.0	00000.0	00000	72000	4310	0000000	1,497.87
289	23-Jul-09	17569	23-Jul-09	Hertz Furniture Systems	FURNITURE, SCHOOL	Undistributed	25.0	00000.0	00000	72000	4310	0000000	1,524.93
290	16-Jul-09	17568	16-Jul-09	Culver Newlin	FURNITURE, SCHOOL	Undistributed	25.0	00000.0	00000	72000	4310	0000000	1,553.25
291													224,229.16
292	Deferred Maintenance Fund												
294	8-Jun-09	17214	8-Jun-09	Daily Breeze	ADVERTISING	Maintenance Yard	14.0	62050.0	00000	81100	5830	0000017	354.21
295	15-Jul-09	17691	15-Jul-09	Rick's Rain Gutters	ROOFING CONTRACTORS	Maintenance Yard	14.0	62050.0	00000	81100	5830	0000117	4,782.00
296	15-Jul-09	17690	15-Jul-09	Rick's Rain Gutters	ROOFING CONTRACTORS	Maintenance Yard	14.0	62050.0	00000	81100	5830	0000117	6,579.00
297	15-Jul-09	17695	15-Jul-09	State Electric	ELECTRICAL CONTRACTORS	Maintenance Yard	14.0	62050.0	00000	81100	5830	0000117	7,490.00

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Manhattan Beach Unified School District - Business Services Division

#	PO Issue	Date	PO #	Change	Vendor Name	Description	Department/Site	Fund	Res.Prj	Goal	Funct	OBJ	Schl/Loc	PO Amount
298	15-Jul-09	17692			California Industrial	AIR CONDITIONING SERVICE/SYST	Maintenance Yard	14.0	62050.0	00000	81100	5630	0000117	9,700.00
299	15-Jul-09	17696			State Electric	ELECTRICAL CONTRACTORS	Maintenance Yard	14.0	62050.0	00000	81100	5630	0000117	10,000.00
300	23-Jul-09	17560			T.C. Security & Fire Alarm Systems	FIRE SAFETY SUPP/EQUIP/SYSTEM	Maintenance Yard	14.0	62050.0	00000	81100	5630	0000117	14,200.00
301	15-Jul-09	17697			State Electric	ELECTRICAL CONTRACTORS	Maintenance Yard	14.0	62050.0	00000	81100	5630	0000117	14,875.00
302	15-Jul-09	17694			State Electric	ELECTRICAL CONTRACTORS	Maintenance Yard	14.0	62050.0	00000	81100	5630	0000117	14,950.00
303	23-Jul-09	17581			Checkpoint Communications	FIRE SAFETY SUPP/EQUIP/SYSTEM	Maintenance Yard	14.0	62050.0	00000	81100	5630	0000117	14,950.00
304														97,880.21
305					<u>Mira Costa Booster Clubs, etc.</u>									
307	7-Jul-09	17502			Finn Scientific, Inc.	SCIENTIFIC SUPP/EQUIP	MC, AP Chemistry	01.0	91120.0	13463	10000	4310	9000500	5,021.49
308	6-Jul-09	17544			Jeanette Oliver	Workshops	MC, Choir Boosters	01.0	91169.0	17243	10000	5220	9000500	500.00
309	7-Jul-09	17551			Mark Hüllbarger	MUSICAL INSTRUMENTS/SUPP	MC, Choir Boosters	01.0	91169.0	17243	10000	5630	9000500	150.00
310	6-Jul-09	17247			Manhattan Repro	PRINTING SERVICES	MC, Choir Boosters	01.0	91169.0	17243	41000	4310	9000500	634.90
311	6-Jul-09	17250			VIP Tours	BUSES	MC, Choir Boosters	01.0	91169.0	17243	41000	5812	9000500	210.00
312	7-Jul-09	17546			Naviance	SUBSCRIPTIONS	MC, College Career Center	01.0	91170.0	00000	31101	4340	9000500	395.00
313	3-Aug-09	17586			Southern California AP Institute	Workshops	MC, AP Biology	01.0	91110.0	13453	10000	5220	9000500	1,400.00
314	23-Jul-09	17579			Daniel Klatte	MUSICAL INSTRUMENTS/SUPP	MC, Leadership	01.0	91205.0	11103	10000	4400	9000500	250.00
315	15-Jul-09	17566			Hoik McDougal	BOOKS	MC, Textbook Replacements	01.0	91205.0	12003	10000	4110	9000500	2,686.19
316	13-Jul-09	17560			Houghton Mifflin	BOOKS	MC, Textbook Replacements	01.0	91205.0	13003	10000	4110	9000500	4,871.14
317	13-Jul-09	17561			Pearson Education	BOOKS	MC, Textbook Replacements	01.0	91205.0	13403	10000	4110	9000500	5,391.90
318	15-Jul-09	17567			Peoples Education	BOOKS	MC, Textbook Replacements	01.0	91205.0	13403	10000	4110	9000500	8,704.55
319	7-Jul-09	17548			NetSupport, Inc.	SOFTWARE	MC, Leadership	01.0	91195.0	11103	10000	4340	9000500	1,253.24
320	7-Jul-09	17549			ASCD	MEMBERSHIPS	MC, Leadership	01.0	91195.0	00000	27000	5310	9000500	264.00
321	10-Jun-09	17208			Insight	OFFICE MACHINES SUPP/SERVICES	MC, Leadership	01.0	91195.0	11103	41000	4400	9000500	337.08
322	6-Jul-09	17245			Copy Shop, The	PRINTING SERVICES	MC, Leadership	01.0	91195.0	00000	27000	4350	9000500	637.00
323	6-Jul-09	17246			Morey's Music Store, Inc.	MUSICAL INSTRUMENTS/SUPP	MC, Leadership	01.0	91195.0	11103	41000	4310	9000500	1,740.00
324	6-Jul-09	17248			Sunset Printing	PRINTING SUPP/EQUIP	MC, Leadership	01.0	91195.0	00000	27000	5890	9000500	721.20
325	6-Jul-09	17249			Contemporary Services	Graduation Security	MC, Leadership	01.0	91195.0	00000	27000	5890	9000500	225.00
326	7-Jul-09	17251			Inter Teaching Systems	Headset cable	MC, Leadership	01.0	91195.0	11103	41000	4310	9000500	1,244.00
327	7-Jul-09	17252			MBUSD - Cafeteria Account	CATERING SERVICES	MC, Leadership	01.0	91195.0	00000	27000	4350	9000500	836.00
328	7-Jul-09	17253			All American Trophy	AWARDS/CERTIFICATES	MC, Leadership	01.0	91195.0	11103	41000	4310	9000500	274.49
329	7-Jul-09	17254			J.W. Pepper	MUSICAL INSTRUMENTS/SUPP	MC, Leadership	01.0	91195.0	11103	41000	4310	9000500	637.00
330	13-Jul-09	17256			Copy Shop, The	PRINTING SERVICES	MC, Leadership	01.0	91195.0	00000	27000	4350	9000500	38,841.83
331														4,434,154.36
332														
333														
334					<u>Legal bills paid</u>									
335	5-Jun-09				Miller Brown & Dammis	General fund	General fund	01.0	00000.0	00000	71100	5820	0000011	6,498.87
336	3-Jul-09				Fagen Friedman & Fulfroft, LLP	General fund	General fund	01.0	00000.0	00000	71100	5820	0000011	1,020.00
337	9-Jul-09				Miller Brown & Dammis	General fund	General fund	01.0	00000.0	00000	71100	5820	0000011	3,007.53
338	9-Jul-09				Miller Brown & Dammis	General fund	General fund	01.0	00000.0	00000	71100	5820	0000011	1,902.56
339	3-Jul-09				Fagen Friedman & Fulfroft, LLP	General fund	General fund	01.0	00000.0	00000	74001	5820	0000115	4,655.48
340	17-Jun-09				Fagen Friedman & Fulfroft, LLP	Spec Educ, Elementary	Spec Educ, Elementary	01.0	65000.0	50010	71100	5820	0000051	1,860.00
341	3-Jul-09				Fagen Friedman & Fulfroft, LLP	Spec Educ, Elementary	Spec Educ, Elementary	01.0	65000.0	50010	71100	5820	0000051	11,603.59
342	3-Jul-09				Fagen Friedman & Fulfroft, LLP	Spec Educ, High School	Spec Educ, High School	01.0	65000.0	50010	71100	5820	0000053	5,767.00
343	3-Jul-09				Fagen Friedman & Fulfroft, LLP	Spec Educ, General	Spec Educ, General	01.0	65000.0	50010	71100	5820	0000113	9,431.50
344														45,746.53

54.

G. BOARD BUSINESS

1. **TITLE:** Receive for First Reading and Adoption, revised Board Policy 3280, Sale or Lease of District-Owned Real Property

BACKGROUND: Manhattan Beach Unified Board Policy 3280, Sale or Lease of District-Owned Real Property, is presented to the Board as a revised policy for first reading and adoption. The policy has been retitled and revised to include new language in reference to publication of the resolution and notice of the hearing for the proposed sale or lease of unused district real property. It also contains new text summarized from the state Allocation Board regulations which specify that the proceeds from the sale of property can only be used for one-time expenditures and not for ongoing expenditures.

FINANCIAL IMPACT: None

ACTION: Receive for First Reading and Adoption, revised Board Policy 3280, Sale or Lease of District-Owned Real Property.

PREPARED BY: Steve Romines, Assistant Superintendent, Administrative Services

DATE OF BOARD MEETING: September 2, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

Business and Noninstructional Operations**SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY**

The Governing Board believes that the district should utilize its facilities and resources in the most economical and practical manner. To that end, the Superintendent or designee shall periodically study the current and projected use of all district facilities in order to ensure the efficient utilization of space and the effective delivery of *instruction in order to maximize student learning*.

- (cf. 1330 - Use of School Facilities)
- (cf. 7110 - Facilities Master Plan)
- (cf. 7111 - Evaluating Existing Buildings)
- (cf. 7160 - Charter School Facilities)

Upon determination that district property is no longer needed or may not be needed until some future time, the Board shall offer to sell or lease district-owned real property in accordance with priorities and procedures specified in law, including, but not limited to, Education Code 17230, 17464, 17485-17500, and Government Code 54222.

- (cf. 5148 - Child Care and Development)
- (cf. 5148.2 - Before/After School Programs)
- (cf. 6300 - Preschool/Early Childhood Education)

When required by law, the Board shall appoint a district advisory committee to advise the Board in the development of policies and procedures governing the use or disposition of schools or school building space which is not needed for school purposes. (Education Code 17388)

- (cf. 1220 - Citizen Advisory Committees)

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regular, open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rental, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rental. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

- (cf. 9323.2 - Actions by the Board)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a paper exists. (Education Code 17469)

~~The Superintendent or designee shall ensure that notice of the resolution of intention to sell or lease property is provided in accordance with Education Code 17469-17470.~~

The Superintendent or designee shall take reasonable steps to provide notification to the former owners of the property of the district's intent to sell it in accordance with Education Code 17470.

At the public meeting specified in the resolution, the Board shall open, examine, and declare all sealed bids. Before accepting any written proposal, the Board shall call for oral bids in accordance with law. The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is for the best public interest. (Education Code 17472, 17473)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid, after deducting commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned meeting of the same meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17472-17478)

(cf. 1431 - Waivers)

(cf. 9320 - Meetings and Notices)

The Superintendent or designee shall ensure that proceeds from the sale, or lease with an option to purchase, of district surplus property are used in accordance with law. (***Education Code 17462; 2 CCR 1700***)

Legal Reference:

EDUCATION CODE

8469.5 Use of school facilities or grounds for school age child care

17219-17224 Acquisition of property not utilized as school site; nonuse payments; exemptions

17230-17234 Surplus property

17385 Conveyances to and from school districts

17387-17391 Advisory committees for use of excess school facilities
17400-17429 Leasing property
17430-17447 Leasing facilities
17453 Lease of surplus district property
17455-17484 Sale or lease of real property
17485-17500 Surplus school playground (Naylor Act)
17515-17526 Joint occupancy
17527-17535 Joint use of district facilities
33050 Request for waiver
38130-38139 Civic Center Act

GOVERNMENT CODE

54220-54232 Surplus land
54222 Offer to sell or lease property
54950-54963 Brown Act, especially:
54952 Legislative body, definition

PUBLIC RESOURCES CODE

21000-21177 California Environmental Quality Act

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Closing a School Best Practices Guide

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

Unused Site Program Handbook, October 2004

WEB SITES

California Department of Education, School Facilities Planning Division:

<http://www.cde.ca.gov/ls/fa>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Office of Public School Construction: <http://www.dgs.ca.gov/opsc>

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: January 18, 2006 Manhattan Beach, California

revised: September 5, 2007

G. BOARD BUSINESS

2. **TITLE:** Receive for First Reading and Adoption, Revised Board Policy and Administrative Regulation 3320, Claims and Actions Against the District

BACKGROUND: Manhattan Beach Unified Board Policy and Administrative Regulation 3320, Claims and Actions Against the District, are presented to the Board as revisions for first reading and adoption. The policy has been updated to more accurately describe authorization for the district to adopt a procedure to govern the processing of claims not covered by the Government Claims Act (formerly the Tort Claims Act). The regulation is also updated to reflect **NEW LAW** (SB 640) which exempts from the six-month filing limitation certain types of claims suffered as a result of childhood sexual abuse. The section on "Delivery and Forms of Claims" is revised to clarify mailing requirements.

FINANCIAL IMPACT: None

ACTION: Receive for First Reading and Adoption, revised Board Policy and Administrative Regulation 3320, Claims and Actions Against the District.

PREPARED BY: Steve Romines, Assistant Superintendent, Administrative Services

DATE OF BOARD MEETING: September 2, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT

The Governing Board intends that the district's operations minimize risk, protect district resources, and promote the safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with Board policy and administrative regulation.

*(cf. 3530 - Risk Management/Insurance)
(cf. 5143 - Insurance)*

Claims for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or excepted by Government Code 905 shall be presented consistent with the manner and time limitations in the Government Claims Act, unless a procedure for processing such claims is otherwise provided by state or federal law. Such compliance is a prerequisite to any court action consistent with the provisions of Government Code 945.4.

~~Compliance with this policy and accompanying administrative regulation is a prerequisite to any court action, unless the claim is governed by statutes or regulations, which expressly free the claimant from the obligation to comply with district policies and procedures and the claims procedures set forth in the Government Code.~~

The Governing Board delegates to the Superintendent the authority to allow, compromise or settle claims of \$50,000 or less. (Government Code 935.4)

This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.

Roster of Public Agencies

The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. Any changes to such information shall be filed within 10 days after the change ~~in fact~~ *has occurred*. (Government Code 53051)

This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board. (Government Code 53051)

MBUSD

BP 3320 (b)

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Legal Reference:

EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

GOVERNMENT CODE

800 Cost in civil actions

810-996.6 Claims and actions against public entities

53051 Information filed with secretary of state and county clerk

PENAL CODE

72 Fraudulent claims

COURT DECISIONS

City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730

Connelly v. County of Fresno, (2006) 146 Cal.App. 4th 29

CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574

CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

Management Resources:

WEB SITES

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

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: January 18, 2006 Manhattan Beach, California

reviewed: September 5, 2007

revised: September 2, 2009

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Time Limitations

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)

~~2. Claims for money or damages specifically excepted from Government Code 905 shall be filed not later than six months after the accrual of the cause of action; (Government Code 905, 911.2, 935)~~

2. Claims for money or damages as authorized in Government Code 905 and not included in item #1 above, including claims for damages to real property, shall be filed not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Late Claims

Any person presenting a claim under item #1 ~~or #2~~ above later than six months after the accrual of the cause of action shall present, along with the claim, an application to file a late claim. Such claim and application to file a late claim shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.4)

If a claim under item #1 ~~or #2~~ is filed late and is not accompanied by an application to file a late claim, the Board or Superintendent shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action.

The Board or Superintendent shall grant or deny the application to file a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board or Superintendent provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board or Superintendent shall grant the application to file a late claim under any one of the following circumstances: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the district was not prejudiced in its defense of the claim by the failure to present the

claim within the time limit;

MBUSD

AR 3320 (b)

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT

2. The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim;
3. The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim;
4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in the form set forth in Government Code ~~911.3~~ **911.8**. (Government Code ~~911.3~~ **911.8**)

If the Board or Superintendent does not take action on the application to file a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Delivery of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the office of the Superintendent or deposited in a post office, sub post office, substation, or mail chute or other like facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid **or when otherwise actually received in the district office or by the Board secretary or clerk.** (Government Code 915, 915.2)

Claims shall be submitted on the district claim form. The Board or Superintendent may return a claim not using the district's claim form and the claim may be resubmitted using the district's form. (Government Code 910.4)

Claim Form

Claims shall be submitted on the district claim form. The Board or Superintendent may return a claim not using the district's claim form and the claim may be resubmitted using the district's form. (Government Code 910.4)

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Notice of Claim Insufficiency

The Superintendent shall review all claims for sufficiency of information.

If the claim is found insufficient or found not to satisfy the form requirements under Government Code 910.4, the Board or Superintendent may, within 20 days of receipt of the claim, either personally deliver or mail to the claimant, at the address stated in the claim or application, a notice stating with particularity the defects or omission in the claim. (Government Code 910.8, 915.4)

The Superintendent or Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendments to Claims

Claims may be amended within the time limits provided under the section entitled "Time Limitations" above or prior to final action by the Board, whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not been commenced or barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly

due and reject it as to the balance.

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CLAIMS AND ACTIONS AGAINST THE DISTRICT

4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Superintendent or designee shall transmit to the claimant written notice of action taken or inaction, which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
approved: January 18, 2006 Manhattan Beach, California
reviewed: September 5, 2007
revised: September 2, 2009

MBUSD

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Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT

CLAIM FORM AGAINST MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Government Code Sections 910 and 910.2

Name of Claimant: _____

Address: _____

Phone Number: _____ (day) _____ (evening) _____

Date the injury/damage occurred: _____

Place the injury/damage occurred: _____

Describe how and under what circumstances the injury/damage occurred: _____

What particular action by the district and/or its employees caused the alleged damage or injury:
(List employee name(s), if known): _____

State the amount of the claim if it is less than \$10,000: \$ _____

Include the estimated amount of any prospective injury, damage or loss insofar as it may be known at the time this claim is presented and list the basis for the computation of the amount claimed:

If the dollar amount is more than \$10,000, no dollar amount shall be stated but please indicate whether the claim is a limited civil claim (total dollar amount less than \$25,000):

Limited Civil Case: Yes _____ No _____

Names, addresses and phone numbers of any witnesses, doctors, and hospitals: _____

Warning: It is unlawful to knowingly present or cause to be presented any false or fraudulent claim for payment of a loss or injury. Penal Code Section 500 provides that a person who files such a claim may be guilty of a felony punishable by imprisonment and by a fine not exceeding \$50,000

Signature: _____ Date: _____

Exhibit MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
version: January 18, 2006 Manhattan Beach, California
reviewed: September 5, 2007

NOTICE OF FAILURE TO USE DISTRICT'S CLAIM FORM
Government Code Section 910.4

TO: [Claimant]
[Address]

RE: Claim Filed [date]

The claim you presented to the Superintendent or designee on [date] is being returned because it was not presented on the district's claim form as required by Government Code Section 910.4 and in accordance with Board policy and administrative regulation. Because the claim was not presented on the district's form, no action was taken on the claim.

You may resubmit your claim using the district's claim form, which may be obtained at the district office. Note that your claim must still comply with the time limits in the Government Code specified for filing of such claims. For fur

Exhibit MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
version: January 18, 2006 Manhattan Beach, California
reviewed: September 5, 2007

NOTICE OF INSUFFICIENCY
Government Code Section 910.8

TO: [Claimant]
[Address]

RE: Claim Filed [date]

The claim presented by you on [date] fails to comply substantially with the requirements of Government Code Sections 910 and 910.2 or with the requirements of the district's claim form provided under Government Code Section 910.4. Specifically, your claim is insufficient because of the following defects or omissions:

Therefore, the claim is being returned to you without further action or consideration. If you wish to pursue this further, you should consult the Government Code or legal counsel.

The Governing Board will not take any action on the claim for a period of fifteen (15) days from the date of this notice.

Dated:

Signature

Typed Title of Officer

Exhibit MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
version: January 18, 2006 Manhattan Beach, California
reviewed: September 5, 2007

NOTICE OF FAILURE TO FILE IN A TIMELY MANNER
Government Code Section 911.3

TO: [Claimant]
[Address]

RE: Claim Filed [date]

The claim you presented to the Superintendent or designee on [date] is being returned because it was not presented within six months after the event or occurrence as required by law. See Sections 901 and 911.2 of the Government Code. Because the claim was not presented within the time allowed by law, no action was taken on the claim.

Your only recourse at this time is to apply without delay to Manhattan Beach Unified School District for leave to present a late claim. See Sections 911.4 to 912.2, inclusive, and Section 946.6 of the Government Code. Under some circumstances, leave to present a late claim will be granted. See Section 911.6 of the Government Code.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Exhibit MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
version: January 18, 2006 Manhattan Beach, California
reviewed: September 5, 2007

DENIAL OF APPLICATION TO FILE A LATE CLAIM
Government Code Section 911.8

TO: [Claimant]
[Address]

RE: Claim Filed [date]

Your application to file a late claim presented on [date] has been denied. The Governing Board has determined that your claim does not satisfy one of the four conditions listed in Government Code Section 911.6.

WARNING

If you wish to file a court action on this matter, you must first petition the appropriate court for an order relieving you from the provisions of Government Code Section 945.4 (claims presentation requirement). See Government Code Section 945.6. Such petition must be filed with the court within six (6) months from the date your application for leave to present a late claim was denied.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Exhibit MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

version: January 18, 2006 Manhattan Beach, California
reviewed: September 5, 2007

NOTICE OF ACTION TAKEN ON CLAIM
Government Code Section 913

Dear :

Notice is hereby given that the claim you presented to the Manhattan Beach Unified School District on [date] was [rejected, allowed, allowed in the amount of \$ and rejected to the balance, rejected by operation of law or other appropriate language, whichever is applicable] on [date of action or rejection by operation of law].

WARNING

Subject to certain exceptions, you have only six (6) months from the date this letter was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Dated:

Signature

Typed Title of Officer

Exhibit MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
version: January 18, 2006 Manhattan Beach, California
reviewed: September 5, 2007