

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

**November 5, 2008
6:15 p.m. Closed Session
6:30 p.m. 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 (6:15)
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

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. Teacher Spotlight on Greg Kloes, Mira Costa High School.
3. Board Member Announcements
4. Hannah Geiser and Kian Rowshani, Student Board Members, will discuss student topics at Mira Costa High School and events and activities in the District. Natalie Pratt will report on activities at Manhattan Beach Middle School.

C. SUPERINTENDENT/CABINET REPORT

1. Cell Phone Tower Update
2. Mira Costa High School Prism Concert
3. The Great Shakeout, November 13
4. Arts for All Conference
5. Photo ID Badges for Employees

D. PRESENTATION/ACTION ITEMS

None.

E. INFORMATION/DISCUSSION ITEMS

None.

F. 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
1-4** 1. Ratify agreement for School Counseling Services between the Manhattan Beach Unified School District and the South Bay Children's Health Center for the 2008-2009 school year, for a total amount of \$101,368.00, to be paid for by a grant from Beach Cities Health District and the South Bay Classic.
- Seaton
5-7** 2. Approve consultant agreement with Gretchen Renshaw for assistance with writing the Technology Plan, from November 6, 2008, through June 30, 2009, to be paid a total of not-to-exceed \$5,000.00, from indirect funds available through grants and awards from the state and other agencies.
- Seaton
8-10** 3. Approve overnight field trip request for Mira Costa's Broadcast Journalism students to attend the National Broadcast Journalism Convention & Competition on November 13-15, 2008. Eleven students and two chaperones will travel via airline to St. Louis, Missouri, and stay at the Renaissance Grand Hotel. One day of school will be missed. Costs will be covered by the Mira Costa Media Arts Foundation.
- Schneider
11-15** 4. Ratify Student Placement Agreement between District and Hermosa Beach City School District as per SELPA, to provide educational services at Manhattan Beach Preschool for three students for the 2008-2009 school year.
- Schneider
16-21** 5. Ratify District Master Contract for Nonsectarian, Nonpublic School (NPS) Services with Family Life Center dba Larry M. Simmons High School. Contract is necessary to provide services for the 2008/09 fiscal year as per a change of placement in an existing Individualized Education Plan (IEP). Services will be provided as designated in the IEP. Contract is effective from October 13, 2008, through June 30, 2009. Amount not to exceed \$30,300.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053; by transferring from an existing Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted given that a transfer is being made.
- Schneider
22** 6. Ratify reimbursement to parents for educational costs of not to exceed \$2,500.00, as per Final Settlement and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2008090822, finalized on October 8, 2008, for costs incurred from July 2, 2008 through October 8, 2008. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71101-5890-0000051. This item has been budgeted.

Schwabe Personnel

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

Bertozzi, Jessie, EDP Ass't./Special Ed. I.A., Meadows/GV, Perm., 45% time/50% time, to 37.5% time/62.5% time, effective 10/20/08 (Voluntary reduction in hours/increase in IEP)

Doll, Kamrin, Office Specialist, MBMS, Perm., 100% time, to Admin. Secretary – Non Confidential, Ed. Services, Perm., 100% time, effective 10/09/08 (Promotion)

Edwards, Valerie, EDP Assistant, Robinson, Perm., 45.63% time to 56.25% time, effective 10/01/08 (Student increase)

Fox, Kevin, IA, Health Care Specialist, GV, Perm., 75% time to IBI, MBMS, Perm., 81.25% time, effective 09/24/08 (Promotion)

Henriquez, Ingrid, Special Ed. I.A., Pacific, Perm., 81.25% time to IBI, Pacific, Perm., 81.25% time, effective 09/24/08 (Promotion)

Kersenboom, Lisa, Special Ed. I.A., MBMS, Perm., 62.5% time to 81.25% time, effective 10/15/08 (IEP)

Klosowski, Nancy, Food Service Ass't. II, Preschool, Perm., 65.63% time to Food Service Supervisor, MCHS, Perm., 100% time, effective 10/28/08 (Replacement)

Rodriguez, Philip, Operations Worker, M&O, Perm., 100% time to Warehouse Delivery Driver, M&O, Perm., 100% time (Replacement)

8. Ratify leave of absence for Opfer, Alissa (ME) from 10/13/08 to 11/24/08, per MBUTA Contract Article #11.9, #11.10, #11.18.
9. Ratify employment of certificated day-to-day substitutes at current rate of pay as follows:
 - Bushart, Tena, eff. 9/1/08
 - Davis, Michael, eff. 10/21/08
 - Hsu, Meili, eff. 10/24/08
 - McQuown, Gayle, eff. 10/3/08
 - Nix, Cynthia, eff. 10/14/08
 - Titlow, Caroline, eff. 10/17/08
 - Walker, Alison, eff. 10/21/08
10. Ratify employment of Karina Sam as a substitute EDP/Preschool Teacher, on Col. 1, Step 1, eff. 10/08/08.
11. Ratify change in status of certificated personnel as follows:
 - Camacho, Jennifer (PPS), Coordinator of Special Education, 100% FTE, Range 20, Step 1, (50% funded by SELPA/ 50% funded by Hermosa Beach CSD)eff. 10/06/08
 - Hubbard, Stephanie (PAC), change from Col. 5, Step 4, to Col. 6, Step 4, eff. 10/1/08
 - Kirkpatrick, Sharon (MBMS), change from Col. 1, Step 2, to Col. 2, Step 2, eff. 10/1/08
 - Rosenburg, Nancy (PAC), change from 56% to 80%, eff. 10/1/08
12. Ratify employment of Jennifer Krause, ELL Teacher, Col. 6, Step 11, eff. 10/20/08.

Business

- 23-24 13. Approve Notice of Completion for Thompson Roofing, for work completed at Meadows Elementary School and Mira Costa High School.
- 25-26 14. Approve Williams Uniform Complaint Quarterly Report Summary.

G. PUBLIC AND STAFF SUBMITTED ITEMS (10 Minutes)

(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.

H. 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.

I. BOARD BUSINESS

1. Accept for first reading and approval of Manhattan Beach Unified School District Board Policy
2. Approve minutes of the regular Board meeting of July 2, 2008.

J. ITEMS FOR FUTURE DISCUSSION/ACTION

K. ADJOURNMENT

CLOSED SESSION AGENDA

November 5, 2008

6:15 p.m.

1. Students, per Education Code §35146

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

(Note: These dates are subject to change)

NOVEMBER

November 4, 2008
Election Day

November 5, 2008, 6:30 PM
Board Meeting

November 11, 2008
Veterans Day Holiday

November 19, 2008, 6:30 PM
Board Meeting

November 24-28, 2008
Thanksgiving Holidays

DECEMBER

December 10, 2008, 6:30 PM
Board Meeting

December 22-31, 2008
Winter Recess

JANUARY

January 1-2, 2009
Continuation of Winter Recess

January 19, 2009
Martin Luther King Holiday

January 21, 2009, 6:30 PM
Board Meeting

FEBRUARY

February 4, 2009, 6:30 PM
Board Meeting

February 16-20, 2009
District Recess

MARCH

March 4, 2009, 6:30 PM
Board Meeting

March 18, 2009, 6:30 PM
Board Meeting

APRIL

April 1, 2009, 6:30 PM
Board Meeting

April 6-10, 2009
Spring Break

MAY

May 6, 2009, 6:30 PM
Board Meeting

May 20, 2009, 6:30 PM
Board Meeting

May 25, 2009
Memorial Day

JUNE

June 3, 2009, 6:30 PM
Board Meeting

June 16, 2009, 6:30
Board Meeting

F. CONSENT CALENDAR

1. **TITLE:** Agreement for School Counseling Services between the Manhattan Beach Unified School District and the South Bay Children's Health Center for the 2008-2009 School Year

BACKGROUND: The attached agreement between the Manhattan Beach Unified School District and the South Bay Children's Health Center provides school-based counseling in grades K-8 for the general student population. The total cost of this agreement is \$101,368. The bulk of the funding for this program is provided by a grant for this purpose from the Beach Cities Health District. Additional funding is provided by the South Bay Classic in the following amounts:

Beach Cities Health District \$95,380.00
Acct #: 01.0 90500.0 00000 31100 5850 0000113

South Bay Classic \$5,988.00
Acct #: 01.0 90400.0 00000 31100 5850 0000112

These counseling services were previously provided by the South Bay Youth Project but will now be provided through the South Bay Children's Health Center. Since the District did not receive a contract from South Bay Children's Health Center prior to October 1, 2008, and MBUSD students have already begun receiving counseling services, the Board is asked to ratify this agreement.

FISCAL IMPACT: Ratification of this agreement will have no impact on the general fund. The counseling services provided by the South Bay Children's Health Center are paid by grants from the Beach Cities Health District and the South Bay Classic as described above.

ACTION RECOMMENDED: Ratification by the Board

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: November 5, 2008

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

**AGREEMENT FOR COUNSELING SERVICES BETWEEN THE
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT AND THE
SOUTH BAY CHILDREN'S HEALTH CENTER**

This Agreement is made between the Manhattan Beach Unified School District ("District") of Los Angeles County, and the South Bay Children's Health Center ("Consultant"). This Agreement shall remain in effect from October 1, 2008, until September 30, 2009, unless terminated at an earlier time as provided for below.

1. Services. Consultant agrees to provide the following services for District:
 - A. Provide weekly on-site, individual and/or group school based counseling services, in grades K-8 for the general student population;
 - B. Work cooperatively with each school site's Student Study Team to determine students who are appropriate for this service;
 - C. Provide consultation to District staff on effective strategies for working with at-risk students;
 - D. Provide the school/principal/District with evaluation and follow-up of progress and outcome;
 - E. Provide parent support services in consultation with District school psychologist.
2. Compensation and Method of Payment. The District agrees to pay Consultant an amount not to exceed \$101,368. Compensation for five (5) MFT certified counselors to provide services at Grand View, Meadows, Pacific, Pennekamp, Robinson and Manhattan Beach Middle Schools. The Consultant will provide 2,463 hours of counseling services at a rate of \$41.16 per hour.

Program administration by Christina Harris, Executive Director, South Bay Children's Health Center.

Payment of services will be made upon receipt of an invoice for time worked. The invoice is to include dates and numbers of hours of service per date, itemized by school counselor. The District will make payment no later than thirty (30) days after verification of services for which the District has been invoiced. If such payment is not made within thirty (30) days, the Consultant may suspend performance until such payment is made, or treat the lack of payment as a breach by the District and terminate the contract. The District will be responsible for late fees and/or interest on payment not made within the thirty (30) days.

3. Independent Contractor. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the District.
4. Termination and Termination Costs. This Agreement may be terminated at any time by either party upon giving ninety (90) days notice in writing to the other party. In such event, Consultant shall be compensated for all services rendered in accordance with the terms of the Agreement that have not been previously reimbursed to the date of said termination.

5. Indemnity. District shall indemnify, defend and hold harmless Consultant and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with District's failure to comply with any of its obligations contained in the agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of Consultant. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Consultant shall indemnify, defend and hold harmless District and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of District. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

6. Notices. All notices must be personally delivered or mailed to the below listed addresses. These addresses must be used for delivery of service of process.

6.1 Address of Consultant is:
410 Camino Real
Redondo Beach, California 90277

6.2 Address of District is:
325 South Peck Ave.
Manhattan Beach, California 90266

7. Arbitration. Any dispute or controversy arising under this Agreement shall be submitted to final and binding arbitration. In the event of arbitration, the parties shall mutually agree on an arbitrator; provided, however, that if the parties cannot so agree, an arbitrator shall be selected by using on the following procedures, in the Consultant's sole discretion: (1) the parties shall petition the court of appointment of an arbitrator; or (2) the parties shall request the American Arbitration Association to appoint an arbitrator; or (3) each party shall select an arbitrator, and the two arbitrators shall agree on a third arbitrator who shall decide the dispute.

8. Interpretation. District acknowledges that it has had ample opportunity to negotiate this Agreement. This Agreement shall be interpreted as if prepared by both parties.

9. Modifications. Any change or modification to the contract can only be done upon thirty (30) days notice and a writing signed by both parties.

10. Severability. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all

remaining provisions shall remain enforceable.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of this _____ day of _____, 2008.

Manhattan Beach Unified School District

By Beverly Rohrer, Superintendent
Manhattan Beach Unified School District

South Bay Children's Health Center

By Christina Harris, Executive Director
South Bay Children's Health Center

F. CONSENT CALENDAR

2. **TITLE:** Approve Consultant Agreement with Gretchen Renshaw

BACKGROUND: Ms. Renshaw has worked as a volunteer in the District in numerous capacities as documented by her resume. For example, she was extremely involved in the writing of the District's state-approved GATE Plan in 2005 and again in 2008. At this time, the District needs to renew its Technology Plan in order to qualify for up to \$135,000 in technology e-rate discounts for the next three years (\$45,000 annually). Because Ms. Renshaw possesses a strong technology background, a deep knowledge of the District's elementary, middle, and high school technology offerings, and a thorough understanding of the state plan approval process, she is being recommended to work with a variety of MBUSD stakeholders to create a Technology Plan that will be presented to the Board for approval. After approval by the Board, the Technology Plan will be submitted to the State for approval and e-rate discount status.

If contracted by the District, Ms. Renshaw would begin work on the Technology Plan starting November 6, 2008.

ACTION RECOMMENDED: Approve Consultant Agreement between The Manhattan Beach Unified School District and Ms. Gretchen Renshaw to be paid from account #01.0 73970.0 11100 10000 5850 112, District One-Time Block Grant-consultant, not to exceed a total of \$5,000.00, for the coordination and completion of special projects for the District.

FISCAL IMPACT: Pending Board approval Ms. Renshaw would be contracted at a professional rate of \$31.83 per hour, not to exceed a total payment of \$5,000.00 from account #01.0 73970.0 11100 10000 5850 112, District One-Time Block Grant-consultant.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: November 5, 2008

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SPECIAL EMPLOYMENT
AGREEMENT FOR SERVICES

WHEREAS, it is the desire of the Governing Board of the MANHATTAN BEACH UNIFIED SCHOOL DISTRICT to employ

Gretchen Renshaw Social Security # _____ for
(Name)
services in the Educational Services Department and
(Education/Business/Administration)

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

SERVICES TO BE RENDERED

Said person will serve as Consultant
(Consultant/Lecturer/Etc.)

Coordination and completion of special projects for the district
(Program/Project)

This service does _____ does not require direct contact with students.

WITNESSETH:

THEREFORE, this agreement is made and entered into this 6th day of November 2008,
by and between the Manhattan Beach Unified School District and the above named person,
hereinafter called Consultant.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the services to be rendered, the District agrees to pay at the rate of
\$ N/A per day, \$ N/A per hour, not to exceed \$ 5,000.00.

DATES OF SERVICE

Said person agrees to render services on the following date(s):

November 6, 2008 through June 30, 2009

010 73970.0 11100 10000 5850 112
(Account No.)

(Consultant Signature)

(Asst. Supt., Admin. Svcs.)

Warrant to be mailed to:

(Exec. Dir., Educational Svcs.)

Gretchen Renshaw
1138 18th Street
Manhattan Beach CA 90266
(310) 545-7338 zwisslers@mac.com

BACKGROUND HIGHLIGHTS

- B.S. with Honors, Ornamental Horticulture, Cal Poly SLO.
University coursework included 23 units each of Biology & Chemistry
- Twelve years as UCLA Extension Horticulture Instructor
- Five years as Young At Art Docent.
- Five years coaching FIRST LEGO League after school at MBMS.
- Six years as member of GATE Advisory Committee
- Four years as BSA Cub Scout Den Leader

EDUCATION

1976 – 1980 B.S. with Honors, Ornamental Horticulture, Cal Poly San Luis Obispo

EMPLOYMENT

- 1996 – present Horticulture Instructor, UCLA Extension
Develop course curriculum and teach horticulture classes to university extension students enrolled in the accredited Gardening and Horticulture certificate program one night a week on a quarterly contract. Courses taught include Horticultural Pest Control, Soils and Fertilizers, Botany for Gardeners, Herb Gardening, and others.
- 2003 – 2005 Botanical Information Consultant, Picture Arts, South Pasadena
- 1997 – 2004 President, Manhattan Beach Botanical Garden
- 1992 – present Director, Manhattan Beach Botanical Garden
Volunteer leadership position with small group who have developed a two-thirds acre public demonstration garden. Personally given tours to hundreds of school children.
- 1985 – 1997 Gardening Instructor, South Bay Adult School, Redondo Beach
Developed and taught gardening classes to adults.
- 1984 – 1990 Senior Programmer/Analyst, Quotron Systems, Los Angeles
- 1982 – 1984 Programmer/Analyst, Imperial Bank, Los Angeles
- 1980 – 1982 Account Representative, The Greenery, Seattle WA

OTHER COMMITTEE ACTIVITIES

- 2002 – Present Member of MBUSD GATE Advisory Committee
- 2002 – 2004 Financial Secretary, Meadows PTA.
- 2001 – 2002 Member of MBUSD IPM Advisory Committee
- 1999 – 2001 Chairperson, School Site Council, Meadows Elementary School, MBUSD
- 1999 – 2003 BSA Cub Scout Den Leader

CONTINUING EDUCATION

- 1996 – 2004 UCLA Extension Instructor Development courses: Introduction to Extension Teaching; Planning the Entire Course; Assessing Student Performance
- 1994 – 1995 UCLA Extension - Introduction to Adult Education, Methods and Materials in Adult Education.
- 1993 – 1994 Leadership Manhattan Beach – completed nine month leadership training course.

F. CONSENT CALENDAR

3. **TITLE:** Overnight Field Trip – Mira Costa’s Broadcast Journalism Students to the National Scholastic Journalism Convention and Competition, St. Louis, Missouri

BACKGROUND: Students from the Mira Costa High School Broadcast Journalism class will travel to St. Louis, Missouri to participate in the National Scholastic Journalism Convention and Competition on November 13-15, 2008. The National Association of Secondary School Principals has placed this convention on the National Advisory List of Contests and Activities for 2008-2009. Students will have the opportunity to participate in convention sessions and on-site contests and critiques, which includes forty-six categories of Write-off competitions. There will be two male students and nine female students participating in this event, with one adult male chaperone and one adult female chaperone. The substitute teacher cost for one day will be billed to the Mira Costa Media Arts Foundation.

The cost for this field trip will be paid for by each student. The Mira Costa Media Arts Foundation will offer partial scholarships and will cover the cost for Mr. Hernandez to participate.

ACTION RECOMMENDED: Approval is requested .

PREPARED BY: Julie Ruisinger, MCHS Principal
Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: November 5, 2008

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
OVERNIGHT FIELD TRIP REQUEST FORM

Name of Person Requesting Approval: M. Hernandez Your Position: teacher - MCHS
Your Location/School Site: MCHS Your Work Telephone: X

Name/Grade Level(s) of Class Participating: Broadcast Journalism 9-12th grades

Dates of Travel: from Thurs Nov 13, 2008 to Saturday, Nov 15, 2008

Name of Destination: NSPA-JEA Fall National Convention - St. Louis,

Destination Address: Renaissance Grand Hotel - 800 Washington Avenue

Destination Phone Number: _____

Name of Contact Person at Destination: Chaperones

Reason for Travel/Educational Goal: National Broadcast Journalism Convention + Competition

Number of Students Attending: Male: 2 Female: 9

*Number of Chaperones: Male: 2 Female: 1

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

- Michael Hernandez - Advisor (310) 318-7337 x5146
- Gina Bair - (310) 318-7337
- Trip Coordinator - Lynette Campbell (310) 798-1184

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: American Airlines Group Contact: see full contract attached
(Proof of Insurance must accompany this form.)

Address: 4700 American Blvd MD 1000 City/State/Zip/Phone: _____
FT Worth TX 76155

Method of Transportation (be specific): Final Air info will be attached

Name and Address of Hotel (be specific): Renaissance Grand Hotel 800 Washington Ave

How Many Days of School Will Be Missed? 1 List School Dates Missed: Nov 14 St Louis, Missouri

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

If so, what type? _____

Will scholarships be provided? yes - partial Will any cost (including sub costs) be borne by the ~~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: [Signature] Principal: [Signature]

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

Exhibit version: May 21, 2008

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Manhattan Beach, California

** sub costs for Mr. Hernandez, will be covered by the Mira Costa Media Arts Foundation. Cost for Mr. Hernandez will also be covered by MCAAF

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, Linda Bair
Full Name of Chaperone Volunteer

Chaperone volunteer of NSPA Convention on 13-15 Nov '08
Name / Destination of Trip Date

for M.C.H.S with Michael Hernandez
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] 21 Oct '08
Signature Date

310.545.5060 [X] 310.433.7318
Home Phone Number Work Phone Number Cell Phone Number

F. CONSENT CALENDAR

4. **TITLE:** Student Placement Agreement for 2008/09 School Year between Manhattan Beach Unified School District and Hermosa Beach City School District as per Southwest Special Education Local Planning Area.

BACKGROUND: Agreement between the District and Hermosa Beach City School District as per SELPA, will be needed to provide educational services at Manhattan Beach Preschool for students, for the 2008-2009 school-year.

FINANCIAL IMPACT: None

ACTION RECOMMENDED: Ratify this Student Placement Agreement between District and Hermosa Beach City School District as per SELPA, to provide educational services at Manhattan Beach Preschool for students for the 2008-2009 school-year.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: November 5, 2008

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

AGREEMENT
BETWEEN
HERMOSA BEACH CITY ELEMENTARY SCHOOL DISTRICT
AND
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is entered into on this ____ day of _____, 2008, by and between the **HERMOSA BEACH CITY ELEMENTARY SCHOOL DISTRICT**, (hereinafter referred to as "Hermosa Beach ESD") and the **MANHATTAN BEACH UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "Manhattan Beach USD" collectively with Hermosa Beach ESD, referred to as "Parties"). Both Parties are members of the Southwest Special Education Local Plan Area (hereinafter referred to as "Southwest SELPA").

The Governing Board of each of the Parties has approved this Agreement and has authorized the execution of this Agreement by an authorized agent.

NOW THEREFORE, the aforesaid Parties do hereby agree as follows:

1. PERIOD OF AGREEMENT

This Agreement is effective for the period beginning **June 24, 2008**, and ending **June 30, 2009**. This Agreement may be modified or amended only by a written document executed by the Parties.

2. PURPOSE OF AGREEMENT

- 2.1 This Agreement governs the placement of Students at MB Preschool, located in **Manhattan Beach USD**.
- 2.2 This Agreement defines the roles and responsibilities of the Parties with regard to Students' placement at MB Preschool.
- 2.3 This Agreement shall not confer third party beneficiary status upon any student, parent and/or any other third party.

3. COMPLIANCE ASSURANCE

By executing this Agreement, **Hermosa Beach ESD** certifies that it will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations related to general and special education. In addition, **Manhattan Beach USD** will comply with all obligations under this Agreement. The provisions of any new laws which relate to general and special education that may become effective during the period of this Agreement shall be incorporated herein.

4. **RESPONSIBILITIES OF HERMOSA BEACH ESD**

4.1 Payment of Costs

- a. **Hermosa Beach ESD** shall be responsible for the payment of any and all costs arising from or related to Students' placement at MB Preschool, including, but not limited to, the cost of Students' tuition at MB Preschool.
- b. These costs do not include the costs of appropriate supplies, equipment, and facilities that are available to all students attending MB Preschool.
- c. Authorizing and providing for:
 - i. All search and serve activities (i.e. "child find");
 - ii. Any and all costs and/or services arising out of any complaints, due process cases, and/or other litigation; and
 - iii. Any and all other related services and costs, unless expressly provided otherwise under this Agreement for Students.

4.2 Remaining the responsible local educational agency/school district for all complaints, due process matters and/or other litigation initiated by or on behalf of any of the Students.

5. **RESPONSIBILITIES OF MANHATTAN BEACH USD**

5.1 Facilities

- a. **Manhattan Beach USD** shall provide classrooms at MB Preschool as required to implement the program and services specified in Students' IEPs dated January 28, 2008 and June 19, 2008 and this Agreement.
- b. Except as set forth in this Agreement, and unless the Parties agree otherwise, **Manhattan Beach USD** shall be responsible for the provision to Students of appropriate supplies, equipment, and facilities that are available to all students attending MB Preschool.

5.2 **Manhattan Beach USD** is also responsible for the following:

- a. Assigning Students to the appropriate classroom or classrooms at MB Preschool for the 2008 extended school year ("ESY") session, and the 2008-2009 school year, as designated in Students' IEPs.
- b. Nothing in this Agreement is intended, or shall be interpreted, to shift responsibilities for any complaint(s), due process matters and/or other litigation to **Manhattan Beach USD**. Such responsibility shall remain with **Hermosa Beach ESD**.

6. **FUNDING**

Except as expressly provided in this Agreement, Students' placement at MB Preschool shall be at no additional cost to **Manhattan Beach USD**. Any and all excess costs of Students' educational program shall be paid by **Hermosa Beach ESD**.

If applicable, at the end of each school year, **Manhattan Beach USD** shall provide **Hermosa Beach ESD** with an invoice indicating the amount of excess costs due and the appropriate supporting documentation. If additional payment is due, payment shall be made by **Hermosa Beach ESD** within thirty (30) days of receipt of the invoice.

7. **HOLD HARMLESS AND INDEMNIFICATION**

Notwithstanding any insurance coverage which may be in effect for **Manhattan Beach USD**, and in addition to any additional undertakings referred to herein, **Hermosa Beach ESD** agrees to bear all responsibility and liability and to protect, indemnify, forever hold harmless and defend and to assume the cost of defense including attorney's fees of **Manhattan Beach USD**, its Board, officers, members, representatives, agents, guests, invitees, and/or employees, from and against any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from Students' placement at MB Preschool located in **Manhattan Beach USD**, excepting those liabilities, claims, losses, judgments, damage, demands or expenses arising out or caused by the sole negligent, reckless, or unlawful intentional acts of **Manhattan Beach USD**, its Board, officers, members, representatives, agents, guests, invitees, and/or employees.

8. **COOPERATION**

The Parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize and/or implement this Agreement, including, but not necessarily limited to, the Southwest SELPA form titled "Placement Agreement." The Parties further agree to cooperate fully in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

9. **SEVERABILITY**

Should any portion, term, condition, or provisions of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California or the United States, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

On this ____ day of _____, 2008

**MANHATTAN BEACH UNIFIED
SCHOOL DISTRICT**

**HERMOSA BEACH CITY
ELEMENTARY SCHOOL DISTRICT**

by: _____
(Signature)

by: _____
(Signature)

Beverly J. Rohrer, Ed.D.
(Typed or printed name)

(Typed or printed name)

Title: Superintendent of Schools

Title: _____

Date: _____

Date: _____

Approved and ratified this ____ day of _____, 2008 by the Board of Trustees of the Manhattan Beach Unified School District.

Approved and ratified this ____ day of _____, 2008 by the Board of Trustees of the Hermosa Beach City Elementary School District.

00145.00003/94324.1

F. CONSENT CALENDAR

5. **TITLE:** District Master Contract for 2008/09 School Year for Nonsectarian, Nonpublic School (NPS) Services with Family Life Center dba Larry M. Simmons High School.

BACKGROUND: It is necessary to establish a District Master Contract for the 2008/09 fiscal year for NPS Services with Family Life Center dba Larry M. Simmons High School. As per an existing Individualized Education Plan (IEP) placement, services were being provided by another provider currently contracted with the District. Placement has been changed to Family Life Center as per an IEP team meeting.

Services will be provided as designated in the IEP. The Master contract is effective from October 13, 2008, through June 30, 2009.

FINANCIAL IMPACT:

Amount not to exceed \$30,300.00.

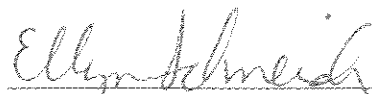
Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053;

By transferring from an existing Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053.

This item has been budgeted given that a transfer is being made.

ACTION RECOMMENDED: Ratify District Master Contract for Nonsectarian, Nonpublic School (NPS) Services with Family Life Center dba Larry M. Simmons High School. Contract is necessary to provide services for the 2008/09 fiscal year as per a change of placement in an existing Individualized Education Plan (IEP). Services will be provided as designated in the IEP. Contract is effective from October 13, 2008, through June 30, 2009. Amount not to exceed \$30,300.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053; by transferring from an existing Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted given that a transfer is being made.

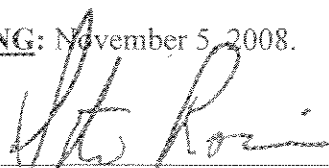
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: November 5, 2008.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2008-2009

CONTRACT NUMBER:
S09-M010

LEA: Manhattan Beach Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Family Life Center, Inc.
dba Larry M. Simmons High School – 49-70862-0110916

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 5th day of November, 2008, between the Manhattan Beach Unified School District (hereinafter referred to as “LEA” or “District”) and Family Life Center, Inc. dba Larry M. Simmons High School (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 October 13, 2008 to June 30, 2009 (Title 5 California Code of Regulations section 3062(a)). 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, 2009. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the requirements set forth in the district's application packet and or contracting requirements have been satisfied.

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

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 13th day of October 2008 and terminates at 5:00 P.M. on June 30, 2009, unless sooner terminated as provide herein.

CONTRACTOR,

Family Life Center, Inc.

dba Larry M. Simmons High School

Nonpublic School/Agency

School

District

Manhattan Beach Unified School District

By:

Signature

Date

Susan Lemieux, Executive Director

Name and Title of Authorized

Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

Susan Lemieux, Director

Name

Family Life Center, Inc. dba Larry M. Simmons High School

Nonpublic School/Agency/Related Service Provider

365 Kuck Lane

Address

Petaluma Ca 94952

City State Zip

(707) 769-6954 (707) 769-8469

Phone Fax

Kathleen Parker - Contracts

Girls – Bodega Site: 3478 Bodega Avenue, Petaluma, Ca 94954

Boys - Kiva Site: 365 Kuck Lane, Petaluma, Ca 94954

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 Family Life Center **CONTRACTOR NUMBER** New **2008-2009**
(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 MBUSD 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 \$30,300.00
 Total LEA enrollment may not exceed 1

	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	<u>176.95</u>	<u>Per Day</u>
<u>Basic Education Program/Dual Enrollment</u>	_____	_____

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

B. Related Services

- | | | |
|--|-------|-------|
| (1) a. Transportation – Round Trip | _____ | _____ |
| b. Transportation – One Way | _____ | _____ |
| c. Transportation-Dual Enrollment | _____ | _____ |
| d. Public Transportation | _____ | _____ |
| e. Parent* | _____ | _____ |
| (2) a. Educational Counseling – Individual | _____ | _____ |
| b. Psych Services | _____ | _____ |
| c. Counseling – Parent | _____ | _____ |
| (3) a. Adapted Physical Education – Individual | _____ | _____ |
| b. Adapted Physical Education – Group of _____ | _____ | _____ |
| c. Adapted Physical Education – Group of _____ | _____ | _____ |
| (4) a. Language and Speech Therapy – Individual | _____ | _____ |
| 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 | _____ | _____ |

F. CONSENT CALENDAR

6. TITLE: Final Settlement Agreement and Release between Parents and District for Educational Costs.

BACKGROUND: As a result of a Final Settlement and Release Agreement, Office of Administrative Hearings (OAH) Case No. N2008090822, finalized on October 8, 2008, it was agreed to reimburse parents for educational costs incurred from July 2, 2008 through October 8, 2008.

FINANCIAL IMPACT:

Not to exceed \$2,500.00.

Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71101-5890-0000051;

This item has been budgeted.

ACTION RECOMMENDED: Ratify reimbursement to parents for educational costs of not to exceed \$2,500.00, as per Final Settlement and Release Agreement, Office of Administrative Hearings (OAH) Case No. 2008090822, finalized on October 8, 2008, for costs incurred from July 2, 2008 through October 8, 2008. Funds to be paid from Special Education Other Services account, #01.0-65000.0-57500-71101-5890-0000051. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: November 5, 2008

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

F. **CONSENT ITEM**

13. **TITLE:** Notice of Completion for Thompson Roofing – Roof Repair and Replacement at Mira Costa and Meadows

BACKGROUND: Pursuant to Section 3093 of the Civil Code (CC) the board issues a notice of completion to contractors when projects are completed. The notice of completion allows the district to pay the contractor any retention monies being held.

District staff affirms that Thompson Roofing, 2301 E. Curry St., Long Beach, California has successfully completed the work they were contracted to perform at Mira Costa and Meadows.

ACTION RECOMMENDED: Staff recommends the board issue a Notice of Completion to 2301 E. Curry St., Long Beach, California.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: November 5, 2008

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the undersigned owner, a political subdivision of the State of California, that a public work of improvement described as Roof Repair and Replacement at Mira Costa and Meadows was completed on July 15, 2008.

The Contractors on such work were:

Surety on Bond:

Thompson Roof Company, Inc.
2301 E. Curry St.
Long Beach, CA 90805

Western Surety Company

The real property upon which said work was done is in the County of Los Angeles, State of California and described as:

Dated November 5, 2008

Manhattan Beach Unified School District

STATE OF CALIFORNIA
COUNTY OF Los Angeles

By 

Steve Romines

Title: Assistant Superintendent of
Administrative Services

I hereby certify that I am the Secretary of the Trustees of the Manhattan Beach Unified School District, the political subdivision which executed the foregoing notice, and on whose behalf I make this verification; that I have read said notice, know its contents, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Dated November 5, 2008, and executed at Manhattan Beach, California.

SIGNED _____

When recorded, return to:

Manhattan Beach Unified School District
Attn: Business Office
325 S. Peck Ave.
Manhattan Beach, CA 90266

Recorded at the request of:

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

F. CONSENT CALENDAR

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

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

FISCAL IMPACT: None.

ACTION RECOMMENDED: Accept the Williams Quarterly Report as presented.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: November 5, 2008

AGENDA NOTE AGENDA NOTE AGENDA NOTE



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

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints

District Name: Manhattan Beach Unified Date: October 24, 2008
 Person completing this form: Steve Romines Title: Assistant Supt.

Quarter covered by this report (check one below):

- 1st QTR July 1 to September 30 Due 15-Oct
- 2nd QTR October 1 to December 31 Due 15-Jan
- 3rd QTR January 1 to March 31 Due 15-Apr
- 4th QTR April 1 to June 30 Due 15-Jul

Date for information to be reported publicly at governing board meeting: 11/5/2008

Please check the box that applies:

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

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

Print Name of District Superintendent Beverly J. Rohrer

Signature of District Superintendent _____ Date _____

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

Telephone: (562) 803-8227
 FAX: (562) 401-5367
 E-Mail: Jackson_Renee@lacoed.edu