

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

**December 9, 2009
6:45 PM Regular Open Session
Closed Session Immediately Following**

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 (6:45 PM)
2. Approval of Agenda

B. ANNOUNCEMENTS AND COMMUNICATIONS (20 Minutes)

1. A Moment of Silence will be held for Teresa Cerezo, an MBUSD employee who passed away on November 22, 2009.
2. 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.
3. Board Member Announcements
4. Jeff Whalen and Sarah Keasler, Student Board Members, will discuss student topics at Mira Costa High School, elementary schools, and events and activities in the District. Jina Stanfill will report on activities at Manhattan Beach Middle School.

C. PRESENTATION/DISCUSSION ITEMS (10 Minutes)

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

Romines 1. 2010-2011 State Budget (**Information Only**)

Rohrer 2. Exploration of Safety Enhancements at Pacific Elementary School (**Information Only**)

D. PRESENTATION/ACTION ITEMS (25 Minutes)

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

- Romines
1-4** 1. First Interim Budget Report (**Approve Positive Certification and Budget Revisions**)
- Rohrer
5-6** 2. MCHS Homeroom Schedule Change (**Approval is Requested**)
- Rohrer** 3. MCHS Baseball Field Proposal for Artificial Turf (**Approval is Requested**)
- Rohrer** 4. Manhattan Beach City Parks and Recreation Proposed Dog Run at Polliwog Park (**Approval is Requested**)

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
7-11** 1. Approve the Contract to Implement the High School Involvement Partnership (HIP) between the Manhattan Beach Unified School District and Northrop Grumman Systems Corporation.
- Seaton
12** 2. Approve Single Plans for Student Achievement for 2009-2010.
- Seaton
13-14** 3. Approve Consultant Agreement between the Manhattan Beach Unified School District and DF Education Consulting Services, Inc., to be paid from account #01.0-40350.0-11100-10000-1170-0000012, Title II, not-to-exceed a total of \$2,500.00.
- Schneider
15-16** 4. Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Behavior and Education, Inc. Amendment is necessary to add services for the 2009/10 fiscal year, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$58,307.00. This is an increase of \$753.00 that is offset by the transfer from an existing provider contract. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053; by transferring from existing Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053.
- Schneider
17-18** 5. Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with FirstSteps for Kids, Inc. Amendment is necessary to add 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 \$148,830.00. This is an increase of \$10,285.00. The amount is within the planned budget for services, therefore no change to existing overall budget. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. This item has been budgeted.

- Schneider 19-20** 6. Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with JBA Institute, L.L.C. Amendment is necessary to amend the rate as per agreement by SW SELPA for the 2009/10 fiscal year. The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$107,744.00. This is an increase of \$2,072.00. The amount is within the planned budget for services, therefore no change to existing overall budget. \$1,036.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$1,036.00 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 21-22** 7. Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Beach Cities Learning Center, Inc. Amendment is necessary to add new placements, to accommodate the transfer of students from another NPS on an existing contract, and to add services for the 2009/10 fiscal year as mandated by Individualized Education Plan's (IEP's). The Master Contract is effective from October 5, 2009, through June 30, 2010. Amount not to exceed \$140,150.00. This is an increase of \$73,520.00. \$19,615.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052; by transferring from existing Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. \$53,905.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053; by transferring from 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 23-24** 8. Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Villa Esperanza, Inc. dba Villa Esperanza Services. Amendment is necessary to amend the rate for round trip transportation and to accommodate changes in services 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 \$94,133.00. This is an increase of \$13,295.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053; by transferring from 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 25-26** 9. Ratify Student Services Special Employment Agreement for 2009/10 fiscal year with Heather Clare, M.A., OTR/L, Occupational Therapist, to provide Occupational Therapy services, for the period November 30, 2009, through June 30, 2010. This is a new special employment contract. The amount is within the planned budget for services, therefore no change to existing overall budget. Amount not to exceed \$18,900.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-11905-5850-0000113. This item has been budgeted.

Hall **Personnel**

10. Ratify employment of classified personnel at effective dates listed:
- Evans, Minika, Special Ed. I.A., Perm., MBMS, 81.25%, Range 12, Step 3, effective 11/30/09 (IEP)
- Lee, Christina, Computer Lab Specialist, Perm., Pacific, 52.5% time, Range 24, Step 2, effective 11/30/09 (Replacement)

Limbach-Jones, Julie, Library Media Specialist, Perm., Pacific, 52.5% time, Range 16, Step 6, effective 11/09/09 (Replacement)

Rudinica, Brittany, Health Care Specialist, Student Services, Perm., 87.5% time, Range 15, Step 2, effective 11/20/09 (Replacement)

11. Ratify termination of employee #1380, effective 11/16/09.

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

Challender, Julianne, Staff Secretary, Perm., Food Services, 40% time to Human Resources Technician, Perm., DO, 100% time, Range 29, Step 1, effective 12/01/09 (Replacement)

Rice, Robin, Food Service Assistant 1, Perm., MBMS, 37.5% time, to Satellite Kitchen Operator, Perm., Preschool, 56.25% time, effective 11/16/09 (Replacement)

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

Anton, Dante, effective 11/09/09

Dillon, Yadira, effective 11/30/09

Ledon-Crow, Felicia, effective 11/19/09

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

Jassim, Julia, eff. 11/9/09

Kim, Steve, eff. 11/10/09

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

Britton, Dawn (GV), eff. 9/28/09 to 12/14/09 (revised)

Fish, Bob (MCHS), eff. 9/7/09 to 2/1/10 (revised)

16. Ratify leave of absence for Rebecca Hausken (PK EDP) per CSEA Contract Article #6, eff. 9/24/09 to 2/12/10 (revised).

17. Ratify employment of Robert Gutierrez as a home teacher at current rate of pay eff. 10/5/09.

18. Ratify employment of Kristin Walz, School Nurse, Col. 5, Step 1, eff. 12/7/09.

19. Ratify change in status for Michele Diamond (PAC) from 100% to 60% eff. 12/1/09.

20. Accept retirement of certificated staff as follows:

Gilman, Ray (MCHS), eff. 3/15/10

Hausken, Rebecca (PK), eff. 2/13/10

21. Accept resignation of Alyse McDonald (ROB), eff. 12/9/09 (revised).

Romines **Business**

- 27 22. Reject claim for damages from Daniel M. Graham, A Professional Corporation on behalf of Michael Neily.

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 (5 Minutes)

- Schneider** 1. Receive for review, **NEW** Administrative Regulation 5131.2, Bullying/Cyber-bullying/Harassment and Exhibit 5131.2, Complaint Form.
28-40
- Rohrer** 2. Approve timeline for Superintendent Search.
41-43
- Rohrer** 3. Discuss and approve drafting a letter of support for the South Bay Bicycle Coalition's efforts for regional bikeway and safety education plan.
- Rohrer** 4. Change the date for the December 16th workshop
- Rohrer** 5. Proposal for naming the MCHS athletic field at Waller Stadium

H. SUPERINTENDENT/CABINET REPORT (10 Minutes)

- Seaton** 1. New MCHS website
- Romines** 2. Architect's contract for Measure BB projects
- Rohrer** 3. MCHS Physical Education/Athletic Complex Master Plan Committee update
- Rohrer** 4. After-School Enrichment Program
- Schneider** 5. Special Education Self-Review
- Schneider** 6. Friendship Circle Sports Night at MCHS
- Seaton** 7. Schools' winter events
- Seaton** 8. Nike Cross Country Nationals and other MCHS athletic news
- Seaton** 9. Band and music 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
DECEMBER 9, 2009
Immediately Following the Board Meeting**

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

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

(Note: These dates are subject to change)

DECEMBER

December 9, 2009, 6:30 PM
Organizational Board Meeting

December 21-31, 2009
Winter Break

JANUARY

January 1, 2010
Winter Break

January 13, 2010, 6:30 PM
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

APRIL

April 21, 2009, 6:30 PM
Board Meeting

MAY

May 5, 2009, 6:30 PM
Board Meeting

May 19, 2009, 6:30 PM
Board Meeting

May 31, 2009
Memorial Day Holiday

JUNE

June 2, 2009, 6:30 PM
Board Meeting

June 16, 2009, 6:30 PM
Board Meeting

June 22, 2009
MBMS Promotion

June 23, 2009
Last Day of School

June 24, 2009
MCHS Graduation

D. PRESENTATION/ACTION

1. **TITLE:** Board Approval of the District's Positive Certification of the First Interim Financial Report and Budget Revisions

BACKGROUND: The First Interim Financial Report is a year to date review of the district's finances as of October 31, 2009.

This review allows the board to see changes and revisions that have occurred in the budget since the revised budget summary presented in September. The report is broken down into three sections. The Unrestricted Budget Summary presents all unrestricted revenues and expenditures and shows the remaining unrestricted, unencumbered revenue balance. The Restricted Budget Summary presents the revenues and expenses that have spending restrictions. The final summary is the Combined Budget Summary, which pulls together the Unrestricted and Restricted Summaries.

After board adoption, the district submits the report to the County Office of Education and the State Department of Finance review and approval.

A brief presentation will be made that reviews key findings and note worthy facts about the First Interim Report.

ACTION RECOMMENDED: Board approve the Positive Certification for the First Interim Financial Report and Budget Revisions.

PREPARED BY: Steve Romines, Assistant Superintendent of Administrative Services

DATE OF BOARD MEETING: December 9, 2009

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

09/10 1ST INTERIM AND REVISED BUDGET UNRESTRICTED REVENUE AND EXPENDITURE SUMMARY

	Revised Budget 2009/10	1st Interim Budget 2009/10
Budgeted Revenue		
Revenue Limit	\$ 32,283,226	\$ 32,472,340
Federal Revenue	\$ -	\$ -
State Revenue	\$ 3,516,600	\$ 3,516,600
Local Revenue	\$ 2,067,464	\$ 2,067,464
Total Projected Revenues	\$ 37,867,290	\$ 38,056,404
Expenditures		
Certificated Salaries	\$ 20,843,579	\$ 19,902,237
Classified Salaries	\$ 3,758,077	\$ 3,847,599
Benefits	\$ 6,036,623	\$ 6,110,335
Books/Supplies	\$ 1,149,750	\$ 1,157,546
Services	\$ 2,963,832	\$ 3,067,182
Capital Outlay	\$ -	\$ -
Other Outgo	\$ 597,573	\$ 597,573
Transfers of indirect/direct costs	\$ (58,635)	\$ (58,635)
Budgeted Expenditures	\$ 35,290,799	\$ 34,623,837
Excess of Revenues over Expenditures	\$ 2,576,491	\$ 3,432,567
Contributions, Sources and Uses		
Total Sources and Uses	\$ (5,810,051)	\$ (5,492,416)
Net Increase or Decrease in Fund Balance	\$ (3,233,560)	\$ (2,059,849)
Beginning Fund Balance	\$ 6,791,836	\$ 6,791,836
Projected Ending Balance	\$ 3,558,276	\$ 4,731,987

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

09/10 1ST INTERIM AND REVISED BUDGET
RESTRICTED REVENUE AND EXPENDITURE SUMMARY

	Revised Budget 2009/10	1st Interim 2009/10
	Restricted	Restricted
Budgeted Revenue		
Revenue Limit	\$ 852,073	\$ 744,707
Federal Revenue	\$ 1,659,809	\$ 2,858,202
State Revenue	\$ 3,058,793	\$ 3,058,793
Local Revenue	\$ 4,711,535	\$ 5,939,172
Total Projected Revenues	\$ 10,282,210	\$ 12,600,874
Expenditures		
Certificated Salaries	\$ 3,064,398	\$ 4,961,391
Classified Salaries	\$ 3,013,105	\$ 3,234,140
Benefits	\$ 1,778,856	\$ 2,138,339
Books/Supplies	\$ 891,129	\$ 2,094,295
Services	\$ 4,946,270	\$ 4,998,988
Capital Outlay	\$ -	\$ -
Other Outgo	\$ 1,788,000	\$ 1,788,000
Transfers of indirect/direct costs	\$ 58,635	\$ 58,635
Budgeted Expenditures	\$ 15,540,393	\$ 19,273,788
Excess of Revenues over Expenditures	\$ (5,258,183)	\$ (6,672,914)
Contributions, Sources and Uses		
Total Sources and Uses	\$ 5,810,051	\$ 5,492,416
Unappropriated Amount	\$ 551,868	\$ (1,180,498)
Beginning Fund Balance	\$ -	\$ -
Ending Fund Balance	\$ 551,868	\$ (1,180,498)

09/10 1ST INTERIM AND REVISED UNRESTRICTED/RESTRICTED COMBINED BUDGET SUMMARY

	Revised Budget 2009/10	1st Interim 2009/10	Difference	
	Combined	Combined		
Budgeted Revenue				
Revenue Limit	\$ 33,135,299	\$ 33,217,047	\$ 81,748	net increase from one time revenue reduction and ada inc
Federal Revenue	\$ 1,659,809	\$ 2,858,202	\$ 1,198,393	ARRA special ed funds
State Revenue	\$ 6,575,393	\$ 6,575,393	\$ -	no change
Local Revenue	\$ 6,778,999	\$ 8,006,636	\$ 1,227,637	increase from asb, pta, booster funds
Total Projected Revenues	\$ 48,149,500	\$ 50,657,278	\$ 2,507,778	
Expenditures				
Certificated Salaries	\$ 23,907,977	\$ 24,863,628	\$ 955,651	ARRA funds 6 teachers plus 4 teachers, retirement close out
Classified Salaries	\$ 6,771,182	\$ 7,081,739	\$ 310,557	increase in 7 sp ed fies
Benefits	\$ 7,815,479	\$ 8,248,674	\$ 433,195	increases in statutory, retirement and benefits
Books/Supplies	\$ 2,040,879	\$ 3,251,841	\$ 1,210,962	reflects asb, pta, booster funds
Services	\$ 7,910,102	\$ 8,066,170	\$ 156,068	ARRA special ed funds staff training contracts
Capital Outlay	\$ -	\$ -	\$ -	
Other Outgo	\$ 2,385,573	\$ 2,385,573	\$ -	
Transfers of indirect/direct costs	\$ -	\$ -	\$ -	
Budgeted Expenditures	\$ 50,831,192	\$ 53,897,625	\$ 3,066,433	
Excess of Revenues over Expenditures	\$ (2,681,692)	\$ (3,240,347)		
Contributions, Sources and Uses				
Total Sources and Uses	\$ -	\$ -	\$ -	
Net Increase or Decrease in Fund Balance	\$ (2,681,692)	\$ (3,240,347)		
Beginning Fund Balance	\$ 6,791,836	\$ 6,791,836		non recurring revenue netted out to show actual dollars available
Ending Fund Balance	\$ 4,110,144	\$ 3,551,489		
Components of Ending Balance				
AB 1200 3% Reserve for Economic Uncertainty	\$ -	\$ 1,616,929		
Unappropriated Ending Fund Balance	\$ -	\$ 1,934,560		

D. PRESENTATION/ACTION ITEMS

2. **TITLE:** Proposed Mira Costa High School Homeroom Schedule Change

BACKGROUND: For the past two years, the administration and staff at Mira Costa High School have been exploring alternative schedules for the purpose of including a newly designed homeroom period. This new homeroom would consist of one 24-minute block per week to be held every Friday between third and fourth periods and would provide a consistent time during which a variety of activities could take place including ASB elections, College and Career and Educational Advisor presentations, school and California Healthy Kids surveys administration, PACE events, and others. Currently, most of these activities occur during English or social science classes and therefore diminish instructional time. The Mira Costa certificated and classified staff members approved the weekly 24-minute homeroom period during a vote last June, 2009.

Should the Board approve the new weekly homeroom period for Mira Costa High School, it would be implemented at the beginning of the second semester starting February 1, 2010. Students would be scheduled into a homeroom by grade level and would keep the same homeroom teacher until they graduate.

FISCAL IMPACT: None.

ACTION: Approve weekly 24-minute homeroom period for Mira Costa High School.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services, and Julie Ruisinger, Principal, Mira Costa High School

DATE: December 9, 2009

**Proposed MCHS Friday Bell Schedule with a New Homeroom Period and
Current MCHS Daily Regular Bell Schedule**

Proposed MCHS Friday Bell Schedule with New Homeroom Period

Period	Start	End	Minutes
0	7:00	7:55	55
1	8:00	8:52	52
2	8:58	9:50	52
Snack	9:50	10:03	13
3	10:09	11:01	52
Homeroom	11:07	11:31	24
4	11:37	12:29	52
Lunch	12:29	12:59	30
5	1:05	1:57	52
6	2:03	2:55	52

Current MCHS Daily Regular Bell Schedule

Period	Start	End	Minutes
0	7:00	7:55	55
1	8:00	8:56	56
Homeroom/2	9:02	10:04	6/56
Snack	10:04	10:17	13
3	10:23	11:19	56
4	11:25	12:21	56
Lunch	12:21	12:51	30
5	12:57	1:53	56
6	1:59	2:55	56

The current MCHS regular bell schedule would continue to be implemented Mondays through Thursdays if the proposed Friday bell schedule with a new homeroom period is adopted.

E. CONSENT CALENDAR

1. **TITLE:** Contract to Implement the High School Involvement Partnership (HIP) between the Manhattan Beach Unified School District and Northrop Grumman Systems Corporation

BACKGROUND: The Northrop Grumman HIP program is open to seniors and involves an extensive internship opportunity in a variety of areas at Northrop's El Segundo and Space Park locations, from engineering to tooling to computers. Students accepted into the program spend two hours each day at Northrop, either before or after school. Students from other districts that have participated in the program in prior years have had the opportunity to earn high school credits through HIP. Should the Board approve this contract, we can study the feasibility of providing work experience credit to our Mira Costa seniors who participate. According to our Northrop Grumman representative, we could have up to fifteen MCHS students in this program.

FISCAL IMPACT: There is no impact on the general fund.

ACTION RECOMMENDED: Approval by the Board.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: December 9, 2009

AGENDA NOTE

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AGENDA NOTE

HIGH SCHOOL INVOLVEMENT PARTNERSHIP
AGREEMENT

This Agreement is entered into as of _____ by and between NORTHROP GRUMMAN SYSTEMS CORPORATION a Delaware corporation, ("Northrop Grumman") and Manhattan Beach Unified School District ("Participant").

RECITALS

WHEREAS, Northrop Grumman and Participant desire to provide vocational instruction to selected students of Participant (the "Students") in connection with the High School Involvement Partnership (the "Program").

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, the parties hereto agree as follows:

1. Northrop Grumman shall designate and provide certain space (the "Premises") for the Program at facilities operated by Northrop Grumman at no rent to Participant. The Premises shall be available for Participant's use for the Program at such times as shall be mutually agreed upon by the parties hereto. Students shall enter Northrop Grumman facilities only during the hours designated pursuant to this section and shall confine themselves to the Premises at all times unless specifically directed otherwise by Northrop Grumman.

2. Northrop Grumman shall provide and maintain adequate work space in the Premises for each Student, including the use of lavatories, as designated by Northrop Grumman. Northrop Grumman shall also provide all custodial services required in the Premises and all utilities required for the Program.
3. Participant shall provide qualified staff for the purpose of supervising instruction and monitoring progress of the Students and shall be responsible for the actions of Students participating in the Program while on any Northrop Grumman premises.
4. Northrop Grumman shall be responsible for: (i) the preparation and distribution to Participant's staff and Students in the Program of such written rules and regulations regarding Northrop Grumman's company policies and procedures as may be required by Northrop Grumman and (ii) the enforcement of Northrop Grumman's rules and regulations while Participant's staff and Students are on any Northrop Grumman premises whether such rules and regulations are distributed by Northrop Grumman or by Participant.
5. Northrop Grumman shall provide necessary supplies and materials for the Students' use in connection with the Program. Northrop Grumman may, upon the request of the Participant, provide additional equipment and procedures for the use of such equipment as is appropriate to the Program, provided that Northrop Grumman has agreed to provide such equipment. Participant shall be liable for any loss or theft or damage of any such materials, equipment or supplies.
6. Students shall not displace any regular paid employee of Northrop Grumman. Students are not employees of Northrop Grumman and shall not be employed, jointly employed or compensated by Northrop Grumman to perform tasks which are included as part of the Program while the Students are enrolled in the Program. Students participating in the Program shall remain under the direction and control of Participant.

7. Participant hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death therefrom) to all persons and all property (including loss of use thereof) caused by, resulting from, arising out of or occurring in connection with the Program or the Students' or Participant's use of any Northrop Grumman premises. Except for willful acts of misconduct or gross negligence of Northrop Grumman, Participant shall indemnify and hold Northrop Grumman, its officers, agents and employees free and harmless from any and all expenses, claims or demands made and from any and all liability, loss, damage or expense of any kind whatsoever which may be incurred by reason of any theft or damage to property, or death of or injury to persons, arising out of the Program or the Students' or Participant's use of any Northrop Grumman premises. Northrop Grumman shall not have any responsibility for or incur any liability regarding any Student or Participant's staff or any property of any Student or of Participant's staff except as specifically provided herein. In no event shall Northrop Grumman be liable to Participant for any incidental, consequential, special or punitive damages arising out of or related to this Agreement.
8. During the term of this Agreement, Participant shall maintain such public liability, property damage, workers' compensation or such other insurance as Northrop Grumman may require from time to time in its sole discretion.
9. This Agreement shall be in effect for the period beginning February 9, 2010 to June 11, 2010. This Agreement may be amended only by mutual written agreement of the parties hereto. This Agreement is not a lease or a license, and may be terminated by either party for any reason upon receipt by either party of written notification thirty (30) days prior to the date of such termination.
10. Participant represents and warrants that the Program shall be conducted pursuant to Section 51769 of the Education Code of California and Sections 10090 and 10107, as applicable, of the California Administrative Code, Title 5.

11. The individuals executing this Agreement on behalf of the parties hereto represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of such entities.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law provisions. Any dispute arising out of or in connection with this Agreement shall be resolved by the judicial reference proceeding pursuant to California CCP 638. The judicial referee shall be empowered to hear and resolve all legal and factual issues.

13. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supercedes any all prior discussions, negotiations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

PARTICIPANT

NORTHROP GRUMMAN SYSTEMS
CORPORATION

By: _____

By: _____

By: _____
Signature

By: _____
Signature

By: _____
Title

By: _____
Title

By: _____
Date

By: _____
Date

11.

E. CONSENT CALENDAR

2. **TITLE:** Manhattan Beach Unified School District Single Plans for Student Achievement

BACKGROUND: California Education Code sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the Single Plan for Student Achievement. The purpose of the Single Plan for Student Achievement (SPSA) is to create a cycle of continuous improvement of student performance, and to ensure that all students succeed in reaching academic standards set by the State Board of Education. Each school must update its Single Plan for Student Achievement annually.

Each Single Plan for Student Achievement contains the following information:

- School Vision and Mission
- School Profile
- School Accountability Report Card (as an attachment)
- Analysis of Current Educational Practice
- School Student Performance Data Summary
- Goals for Improving Student Achievement
- Program Support Goals
- District and Site Budget Information

In past years, the SPSA delineated the School Site Council-approved expenditures of each school's portion of the School and Library Improvement Block Grant as they related to the goals in the school's plan. Senate Bill X3 4 enacted numerous significant changes to law, including unprecedented budgeting flexibility to school districts. For the school years 2008-2009 through 2012-2013, districts may use funds designated as flexible, including the School and Library Improvement Block Grant (SLIBG—previously known as SLIP), for any educational purpose. Though the SLIBG funds have been deemed flexible, the mandate that each School Site Council develop a Single Plan for Student Achievement remains in effect.

The 2009-2010 Single Plans for Student Achievement (SPSA) will also serve as Interim SPSA for the beginning of the 2010-2011 school year. During the fall of 2010, the SPSA will be updated and revised after new student assessment data becomes available and brought to the Board for approval in December, 2010.

ACTION RECOMMENDED: Approve the Single Plans for Student Achievement for 2009-2010.

PREPARED BY: Carolyn Seaton, Executive Director of Educational Services

DATE OF BOARD MEETING: December 9, 2009

Copies of the draft versions of the Single Plans for Student Achievement are available online at www.mbusd.org or at the MBUSD District Office located at 325 S. Peck Avenue, Manhattan Beach.

E. CONSENT CALENDAR

3. **TITLE:** Approve Consultant Agreement with DF Education Consulting Services, Inc., for Presentations to the MBUSD Executive Coaching Cadre and MBUSD Administrators

BACKGROUND: Dennis Fox is an independent education consultant whose work focuses on standards, assessment, and data analysis. He is known for his user-friendly tools and strategies for organizing, analyzing, interpreting, and using data to improve instruction and leadership, and maximize student learning.

Dennis was most recently a consultant with the Division for School Improvement, Los Angeles County Office of Education. He is the former Senior Project Director, Center for Assessment and Accountability, Los Angeles County Office of Education, and was a consultant with the Southern California Comprehensive Assistance Center, which was part of a ten-year school improvement initiative directed by the United States Department of Education.


Dennis worked for twenty-five years, K-12, as a teacher, counselor, middle school assistant principal, elementary school principal, and middle school principal. He has also taught classes at numerous colleges and universities, and is a frequent speaker at local, state, and national education conferences. For the past fifteen years, Dennis has been helping teachers and administrators to skillfully analyze data and then use the findings to make timely and effective adjustments in instruction and leadership practices in order to better meet the needs of students.

Pending Board approval, Dennis will present two workshops to administrators and Executive Coaching Cadre members on skillful analysis of data and how educational leaders can use the findings from data analysis to improve student learning. The scheduled dates for his presentations are Wednesday, February 24th and Thursday, March 18th, 2010, from 3:15-5:45 p.m.

ACTION RECOMMENDED: Approve Consultant Agreement between The Manhattan Beach Unified School District and DF Education Consulting Services, Inc., to be paid from account #01.0 40350.0 11100 10000 1170 0000012, Title II, not to exceed a total of \$2,500.00.


FISCAL IMPACT: The funding for Dr. Fox's presentations will be paid out of the Title II, Improving Teacher and Administrator Quality account. There will be no impact on the general fund.

PREPARED BY:



Carolyn Seaton
Executive Director, Educational Services

APPROVED BY:



Dr. Steve Romines
Assistant Superintendent, Administrative Services

DATE: December 9, 2009

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

DF Education Consulting Services, Inc. Fed. Tax I.D. # _____ 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.)

Analysis of elem. library media specialist program and elem. computer laboratory specialist program.
(Program/Project)

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

WITNESSETH:

THEREFORE, this agreement is made and entered into this 9th day of December 2009,
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 \$ 2,500.00.

DATES OF SERVICE

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

February 24, 2010 and March 18, 2010

01.0 40350.0 11100 10000 1170 0000012
(Account No.)

(Asst. Supt., Admin. Svcs.)

(Exec. Dir., Educational Svcs.)

(Consultant Signature)

Warrant to be mailed to:

DF Education Consulting Services, Inc.

716 29th Street

Manhattan Beach, CA 90266

E. **CONSENT CALENDAR**

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

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

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

FINANCIAL IMPACT:

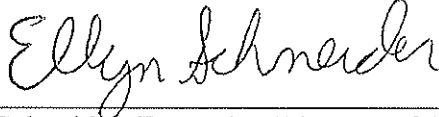
Amount not to exceed \$58,307.00.

This is an increase of \$753.00 to this contract that is offset by the transfer from an existing service provider contract.

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

This item has been budgeted.

ACTION RECOMMENDED: Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Behavior and Education, Inc. Amendment is necessary to add services for the 2009/10 fiscal year, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$58,307.00. This is an increase of \$753.00 that is offset by the transfer from an existing provider contract. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053; by transferring from existing 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: December 9, 2009.



Approved by:

Steve Romines, Asst. Superintendent of Admin. Services

**AMENDMENT TO A GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL / AGENCY SERVICES**
(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **August 26, 2009**, effective July 1, 2009 through June 30, 2010, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Behavior and Education, Inc.**, hereinafter referred to as the "Contractor," located at P.O. Box 1000, Hermosa, Beach, Ca 90254, is hereby amended effective October 19, 2009, and ratified on **December 9, 2009** as follows:

Amend the following provision:

Exhibit A: Rates

Payment under this contract may not exceed	<u>\$58,307.00.</u>
Total LEA Enrollment may not exceed	<u>4</u>
(10) c. Assessment	\$51.00 Per Hour

- CONTRACTOR -

- DISTRICT -

Behavior and Education, Inc.
Name of Non-Public Agency

Manhattan Beach Unified School District

By _____
Contracting Officer's Signature

By _____
Signature

Barbara Endlich, Director

Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. **CONSENT CALENDAR**

5. **TITLE:** Amendment to District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with FirstSteps for Kids, Inc.

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

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

FINANCIAL IMPACT:

Amount not to exceed \$148,830.00.

This is an increase of \$10,285.00.

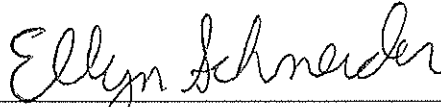
The amount is within the planned budget for services, therefore no change to existing overall budget.

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

This item has been budgeted.

ACTION RECOMMENDED: Ratify the Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with FirstSteps for Kids, Inc. Amendment is necessary to add 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 \$148,830.00. This is an increase of \$10,285.00. The amount is within the planned budget for services, therefore no change to existing overall budget. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. This item has been budgeted.

PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: December 9, 2009.



Approved by:

Steve Romines, Asst. Superintendent of Admin. Services

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

(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **August 26, 2009**, effective July 1, 2009 through June 30, 2010, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **FirstSteps for Kids, Inc.**, hereinafter referred to as the "Contractor," located at 2447 Pacific Coast Highway, Suite 212, Hermosa Beach, Ca 90254, is hereby amended effective July 1, 2009, and ratified on **December 9, 2009** as follows:

Amend the following provision:

Exhibit A: Rates

Payment under this contract may not exceed	<u>\$148,830.00.</u>
Total LEA Enrollment may not exceed	<u>5</u>

- CONTRACTOR -

- DISTRICT -

FirstSteps for Kids, Inc.

Name of Non-Public Agency

Manhattan Beach Unified School District

By _____
Contracting Officer's Signature

Jennifer Harris, Ph.D., Director

By _____
Signature

Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. CONSENT CALENDAR

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

BACKGROUND: It is necessary to amend District Master Contract for NPA Services with JBA Institute, L.L.C., to add services for the 2009/10 fiscal year, to amend the rate as per agreement by SW SELPA for the 2009/10 fiscal year.

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 \$107,744.00.

This is an increase of \$2,072.00.

The amount is within the planned budget for services, therefore no change to existing overall budget.

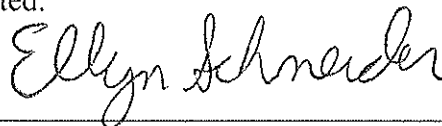
\$1,036.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051;

\$1,036.00 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 Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with JBA Institute, L.L.C. Amendment is necessary to amend the rate as per agreement by SW SELPA for the 2009/10 fiscal year. The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$107,744.00. This is an increase of \$2,072.00. The amount is within the planned budget for services, therefore no change to existing overall budget. \$1,036.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$1,036.00 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: December 9, 2009



Approved by:

Steve Romines, Asst. Superintendent of Admin. Services

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

(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **August 26, 2009**, effective July 1, 2009 through June 30, 2010, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **JBA Institute, L.L.C.**, hereinafter referred to as the "Contractor," located at 21250 Hawthorne Blvd., Suite 500, Torrance, Ca 90503, is hereby amended effective July 1, 2009, and ratified on **December 9, 2009** as follows:

Amend the following provision:

Exhibit A: Rates

Payment under this contract may not exceed **\$107,744.00.**

B. Related Services

(10) a. Behavior Intervention – BII	<u>52.00</u>	<u>Per Hour</u>
b. Behavior Intervention – BID	<u>52.00</u>	<u>Per Hour</u>

- CONTRACTOR -

- DISTRICT -

JBA Institute, L.L.C.

Name of Non-Public Agency

Manhattan Beach Unified School District

By _____
Contracting Officer's Signature

Janet Yi, Director

By _____
Signature

Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. CONSENT CALENDAR

7. **TITLE:** Amendment to District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Beach Cities Learning Center, Inc.

BACKGROUND: It is necessary to amend District Master Contract for NPS Services with Beach Cities Learning Center, Inc., to add new placements, to accommodate the transfer of students from another NPS on an existing contract, and to add services for the 2009/10 fiscal year as mandated by Individualized Education Plan's (IEP's).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from October 5, 2009, through June 30, 2010.

FINANCIAL IMPACT:

Amount not to exceed \$140,150.00.

This is an increase of \$73,520.00.

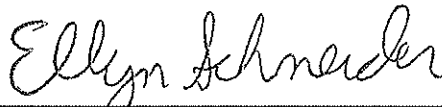
\$19,615.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052; by transferring from existing Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053;

\$53,905.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053; by transferring from 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 the Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Beach Cities Learning Center, Inc. Amendment is necessary to add new placements, to accommodate the transfer of students from another NPS on an existing contract, and to add services for the 2009/10 fiscal year as mandated by Individualized Education Plan's (IEP's). The Master Contract is effective from October 5, 2009, through June 30, 2010. Amount not to exceed \$140,150.00. This is an increase of \$73,520.00. \$19,615.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052; by transferring from existing Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. \$53,905.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053; by transferring from 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: December 9, 2009.



Approved by:

Steve Romines, Asst. Superintendent of Admin. Services

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

(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **October 21, 2009**, effective October 5, 2009 through June 30, 2010, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Beach Cities Learning Center, Inc.**, hereinafter referred to as the "Contractor," located at 1431 15th Street, Manhattan Beach, Ca 90266, is hereby amended effective October 5, 2009, and ratified on **December 9 , 2009** as follows:

EXHIBIT A: RATES

Payment under this contract may not exceed	<u>\$140,150.00</u>
Total LEA enrollment may not exceed	<u>7</u>

- CONTRACTOR -

- DISTRICT -

Beach Cities Learning Center, Inc.
Name of Non-Public School/Agency

Manhattan Beach Unified School District

By _____
Contracting Officer's Signature

by _____
Signature

Dan Campbell, Principal

Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. CONSENT CALENDAR

8. **TITLE:** Amendment to District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Villa Esperanza, Inc. dba Villa Esperanza Services.

BACKGROUND: It is necessary to amend District Master Contract for NPS Services with Villa Esperanza, Inc., dba Villa Esperanza Services, to amend the rate for round trip transportation and to increase contract to accommodate changes in services as mandated by Individualized Education Plans (IEP's).

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:

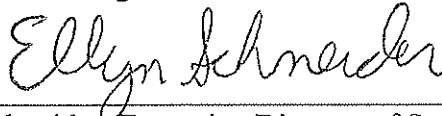
Amount not to exceed \$94,133.00.

This is an increase of \$13,295.00.

Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053; by transferring from 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 the Amendment to District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Villa Esperanza, Inc. dba Villa Esperanza Services. Amendment is necessary to amend the rate for round trip transportation and to accommodate changes in services 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 \$94,133.00. This is an increase of \$13,295.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053; by transferring from 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: December 9, 2009.



Approved by:

Steve Romines, Asst. Superintendent of Admin. Services

**AMENDMENT TO A GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL / AGENCY SERVICES**
(Education Code Section 56365 et seq.)

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **August 26, 2009**, effective July 1, 2009 through June 30, 2010, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Villa Esperanza, Inc. dba Villa Esperanza Services**, hereinafter referred to as the "Contractor," located at 2166 E. Villa Street, Pasadena, Ca 91107, is hereby amended effective October 5, 2009, and ratified on **December 9, 2009** as follows:

EXHIBIT A: RATES

Payment under this contract may not exceed **\$94,133.00**

Related Services:

(1) Transportation – Round Trip **\$150.00** **Per Day**

- CONTRACTOR -

- DISTRICT -

Villa Esperanza, Inc.
dba Villa Esperanza Services
Name of Non-Public School/Agency

Manhattan Beach Unified School District

By _____
Contracting Officer's Signature

by _____
Signature

_____ Casey Gregg, Director

_____ Ellyn Schneider,
Executive Director of Student Services

Date: _____

Date: _____

E. CONSENT CALENDAR

10. **TITLE:** Student Services Special Employment Agreement for 2009/10 School Year with Heather Clare, M.A., OTR/L, Occupational Therapist.

BACKGROUND: An agreement is needed between the District and Heather Clare, M.A., OTR/L, Occupational Therapist, to provide Occupational Therapy services, for the period November 30, 2009, through June 30, 2010.

FINANCIAL IMPACT:

Not to exceed \$18,900.00.

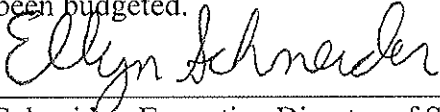
This is a new special employment contract. The amount is within the planned budget for services, therefore no change to existing overall budget.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-11905-5850-0000113.

This item has been budgeted.


ACTION RECOMMENDED: Ratify Student Services Special Employment Agreement for 2009/10 fiscal year with Heather Clare, M.A., OTR/L, Occupational Therapist, to provide Occupational Therapy services, for the period November 30, 2009, through June 30, 2010. This is a new special employment contract. The amount is within the planned budget for services, therefore no change to existing overall budget. Amount not to exceed \$18,900.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-11905-5850-0000113. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: December 9, 2009.

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

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 or use the services of Heather Clare, Occupational Therapist
Soc Sec or Tax I.D. number _____ in the Student Services Department, and

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

WITNESSETH:

THEREFORE, this agreement is made and entered into the 9th day of December, 2009, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called: Heather Clare, Occupational Therapist
Located at: 23930 Ocean Avenue, #143, Torrance, Ca 90505

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Occupational Therapy

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

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the service(s) to be rendered, the District agrees to pay \$70.00 per hour;
approx. 10 hr/week. Total Not to Exceed \$18,900.00.

DATE(S) OF SERVICE

Said person/agency agrees to render service(s) on the following date(s) stated below:
From November 30, 2009, through June 30, 2010, under the direction of the Executive Director of Student Services.

The services will be provided in accordance to the District 2009 - 2010 academic calendar.

This agreement may be terminated by either party with twenty (20) days written notice. This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-57500-11905-5850-0000113

Account Number

Heather Clare, OT
Provider of Service

Occupational Therapy
Program

Ellyn Schneider,
Executive Director of Student Services

E. CONSENT ITEM

22. **TITLE:** Reject Claim from Daniel M. Graham, A Professional Corporation on Behalf of Michael Neily

BACKGROUND: A claim against public entity dated November 3, 2009, was received by the Manhattan Beach Unified School District, from Daniel M. Graham, a Professional Corporation on behalf of Michael Neily.

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

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: December 9, 2009

G. BOARD BUSINESS

1. **TITLE:** Receive for Review, **NEW** Administrative Regulation 5131.2, Bullying/Cyber-bullying/Harassment, and Exhibit 5131.2, Complaint Form

BACKGROUND: Manhattan Beach Unified Administrative Regulations 5131.2, Bullying/Cyber-bullying/Harassment, is presented to the Board as a **NEW** regulation for first reading and review. The Governing Board affirms the right of every student and staff member to attend and work in a safe and civil environment.

The MBUSD will not tolerate bullying, cyber-bullying or any behavior that infringes on the safety or well-being of students, staff, or any other person within the District's jurisdiction whether directed at an individual or group. To that end, the Board shall adopt policies, procedures and practices that are designed to reduce and eliminate bullying, cyber-bullying and harassment when they occur. The Board previously adopted Board Policy 5131, Student Conduct. This supporting regulation, AR 5131.2, extends the intent of BP 5131 and is specific to bullying, cyber-bullying, and harassment.

FINANCIAL IMPACT: None

RECOMMENDED ACTION: Receive for First Reading and review, **NEW** Administrative Regulation 5131.2, Bullying/Cyber-bullying/Harassment.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: December 9, 2009

AGENDA NOTE

AGENDA NOTE

AGENDA NOTE

Students**BULLYING/CYBER-BULLYING/HARASSMENT**

The District will not tolerate bullying/cyber-bullying/harassment or any other behavior that infringes on the safety or well-being of students, staff or any other persons within the District's jurisdiction whether directed at an individual or group. This includes but is not limited to bullying/cyber-bullying/harassment or any other behavior based on race, color, creed, national origin, ethnicity, religion, gender, language, sexual orientation, political affiliation, physical or mental disability, academic or athletic ability, physical appearance and/or social/economic status. (Education Code 48900.2, 48900.3 and 48900.4)

(cf. 5131 – Conduct)

(cf. 5144.1 – Suspension/Expulsion/Due Process)

(cf. 5144.2 – Suspension/Expulsion/Due Process, Students with Disabilities)

School behavior standards shall be coordinated throughout the District with particular attention to applying the standards for bullying/cyber-bullying/harassment behaviors fairly and consistently grade by grade.

Some acts of bullying, harassment, or intimidation may be isolated and/or unintentional incidents which require that school personnel respond appropriately to the individual(s) committing the act(s). Other incidents may indicate a greater pattern of bullying, harassment, or intimidation that require the response to be directed at the classroom, school, or District levels including intervention by law enforcement. Consequences and remedial action for a student who commits an act of bullying, cyber-bullying, harassment or intimidation may range from behavioral intervention and education up to and including suspension and expulsion. (Education Code § 48900 *et seq.*)

(cf. 5131 – Conduct)

(cf. 5144.1 – Suspension/Expulsion/Due Process)

(cf. 5144.2 – Suspension/Expulsion/Due Process, Students with Disabilities)

(cf. 5145.3 – Nondiscrimination/Harassment)

Bullying, cyber-bullying, harassment and intimidation may, from time to time, be part of a continuum of student misconduct such as sexual harassment, hate-motivated behavior, assault or

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child abuse, and, as such, the action of the student or the nature of the incident could be considered a violation of other aspects of student misconduct.

(cf. 5145.7 –Sexual Harassment)

(cf. 5145.9 – Hate-Motivated Behavior)

DEFINITIONS

Bullying is defined as an act by a student or group of students directed specifically against other students or school personnel that constitutes sexual harassment hate violence, or severe or pervasive intentional harassment, threats, or intimidation that is disruptive, causes disorder, and invades the rights of others by creating an intimidating or hostile educational environment. (Ed. Code §§ 32261.) Bullying actions can be direct or indirect, and typically, are repeated over time.

Cyber-bullying is the willful and repeated harm inflicted through an electronic act. Cyber-bullying includes e-mail messages, instant messaging, text messaging, cellular telephone communications, internet blogs, internet chat rooms, internet postings, websites or other means of communication through technology that:

1. Deliberately threatens, harasses, intimidates, or in any way, ridicules an individual or group of individuals
2. Places an individual in reasonable fear of harm to the individual or damage to the individual's property.
3. Has the effect of substantially disrupting the orderly operation of the school.
4. Sends mean, vulgar or threatening messages or images.
5. Posts sensitive, private information about another person without his/her permission.
6. Allows an individual to pretend to be someone else in order to make that person look awful.

Cyber-bullying also includes breaking into another person's account and assuming that person's identity in order to damage that person's reputation or friendships.

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Students may be subject to discipline for acts of bullying and cyber-bullying, as defined above, that are related to school activity or attendance that occur at any time, including but not limited to, any of the following: while on school grounds; while traveling to or from school; during lunch whether on or off campus, during or while going to or coming from, a school sponsored activity; on a school bus, or while using school property such as a district computer or other electronic or wireless device. Consequences for bullying/cyber-bullying/harassment occurring away from school grounds shall be imposed when the conduct materially and substantially disrupts school operations or interferes with the rights of others. (Education Code § 48900, 48900.4.)

INDICATORS OF BULLYING BEHAVIOR

Bullying behaviors may include, but are not necessarily limited to, the following:

1. Verbal behaviors: Hurtful, name-calling, teasing, gossiping, making threats, making slurs or epithets, making rude noises, or spreading hurtful rumors.
2. Nonverbal behaviors: Posturing, making gang signs, leering, staring, stalking, destroying property, insulting or threatening notes, using graffiti or graphic images, or exhibiting inappropriate and/or threatening gestures or actions.
3. Physical behaviors: Hitting, punching, pushing, shoving, poking, kicking, tripping, strangling, hair pulling, fighting, beating, pinching, slapping, “pantsing”, biting, spitting, or destroying property.
4. Emotional (Psychological) behaviors: Rejecting, terrorizing, extorting, defaming, intimidating, humiliating, blackmailing, manipulating friendships, isolating, shunning, ostracizing, using peer pressure, or rating or ranking personal characteristics.
5. Cyber-bullying behaviors: Sending insulting or threatening messages by phone, e-mail, web sites or any other electronic or written communication.

A safe and civil environment in school is the responsibility of the administration, staff, students and, parents/guardians. The District’s response to bullying/cyber-bullying/harassment shall be comprehensive and involve staff, students, parents/guardians, and the community, as appropriate, in order to address these behaviors at all school levels.

Students**BULLYING/CYBER-BULLYING/HARASSMENT****ADMINISTRATIVE RESPONSIBILITIES**

1. Communicate and ensure that staff, students, and parents/guardians are informed annually of District policy and school procedures regarding bullying, cyber-bullying, harassment, and other related policies and procedures.
2. Develop and incorporate anti-bullying procedures into behavior or discipline codes. Review and revise these procedures annually, as appropriate.
3. Create an environment where the school community understands that bullying, cyber-bullying, harassment and other related behaviors are inappropriate and will not be tolerated.
4. Develop interventions to address bullying at all levels, school-wide, classroom and individual.
5. Provide training for new staff, as needed, on identification and response to bullying, cyber-bullying, harassment and other related behaviors as well as on the use of District adopted materials related to bullying, cyber-bullying, harassment and other related behaviors as well as violence prevention.
6. Provide ongoing training to certificated and classified staff to ensure that staff is able to identify the indicators of bullying, cyber-bullying, harassment and other related behaviors and understand their individual responsibilities to appropriately respond to and report such behaviors.
7. Designate a site coordinator for oversight of the anti-bullying program, including student instruction, implementation of prevention and intervention strategies, and dissemination of bullying, cyber-bullying and harassment information to students, staff, and parents/guardians. The coordinator shall act as a contact for reporting incidents of bullying, cyber-bullying, harassment and other related behaviors to the Executive Director, Student Services or designee and serve as a liaison for District-wide efforts to promote respect and a positive school climate in or schools.
8. Enforce bullying, cyber-bullying, and harassment procedures for disciplinary action fairly and consistently per the school behavior and discipline expectations/guidelines.
9. Assess or collect information from students regarding the extent of bullying they witness or experience at school using such instruments as anonymous survey, focus group input and incident report analysis.

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STAFF RESPONSIBILITIES

1. Create an environment where students understand that bullying, cyber-bullying, harassment and other related behaviors is unacceptable and will not be tolerated.
2. Discuss with all students the aspects of the bullying/cyber-bullying/harassment regulation and strategies to prevent bullying, cyber-bullying, harassment and other related behaviors.
3. Encourage students to report bullying, cyber-bullying, harassment and other related behaviors to appropriate staff members.
4. Learn to recognize the indicators of bullying, cyber-bullying, harassment and other related behaviors.
5. Intervene immediately and take corrective action when bullying, cyber-bullying, harassment and other related behaviors are observed.
6. Understand individual responsibility not only to intervene when bullying, cyber-bullying, harassment and other related behaviors is observed, but also, to report incidents and actions to school and/or district administrators, as required.

STUDENT RESPONSIBILITIES

1. Take responsibility for helping create a safe school environment.
2. Do not engage in or contribute to bullying, cyber-bullying, harassment and other related behaviors, either through actions or words.
3. Treat everyone with respect. Be sensitive to how others might perceive your actions or words.
4. Understand the bullying/cyber-bullying/harassment regulations and guidelines.
5. Report all incidents of teasing, bullying, cyber-bullying, harassment and other related behaviors, including intimidation or other verbal or physical abuse directed at oneself or others to a trusted teacher, counselor, administrator or other District staff member.

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6. Never engage in retaliatory behavior or ask, encourage, or consent to anyone else taking retaliatory actions on your behalf.
7. Learn ways to protect oneself from bullying, cyber-bullying, harassment and other related behaviors and how to help others who have been bullied or harassed.

PARENT/GUARDIAN RESPONSIBILITIES

1. Understand and discuss the bullying/cyber-bullying/harassment regulations and school rules with your student.
2. Report incidents of bullying, cyber-bullying, harassment and other related behaviors to your student's teacher, counselor, principal or principal's designee, and/or District administrator.
3. Learn the warning signs that your student might be a victim of bullying/cyber-bullying/harassment or display individual or group actions as a bully.

Students are expected to report all incidents of bullying, cyber-bullying, harassment, teasing or other verbal or physical abuse. Any student who feels he/she is a victim of such behaviors should immediately contact a teacher, counselor, principal or other staff person. If the student who was bullied, or the parent/guardian on behalf of the student, believes the situation has not been remedied, he/she may file a complaint in accordance with the District's Sexual Harassment complaint procedure.

Students and parents/guardians are to be informed annually of the process by which they may make a report of bullying/cyber-bullying/harassment.

RESPONSE TO COMPLAINTS

The school's/District's response to bullying, cyber-bullying, harassment and other related behaviors shall be comprehensive and involve staff, students, parents/guardians, and the community, as appropriate, in order to address bullying, cyber-bullying or harassment at all school levels. Such a program shall:

1. Take all reports of bullying, cyber-bullying, harassment and other related behaviors seriously.

Students**BULLYING/CYBER-BULLYING/HARASSMENT**

2. Provide all parties involved with assurances regarding District policies on confidentiality and non-retaliation in the complaint investigation.
3. Encourage individuals who witness bullying, cyber-bullying, harassment and/or other related behaviors to report such incidents per the appropriate reporting process.
4. Obtain specific information relevant to any complaint such as the date, time, location, witness(s) and whether this was an isolated incident or related to previous incidents.
5. Obtain a written statement from the complainant. If the complainant is unable to provide a written statement, school personnel shall assist in writing a statement as dictated by the complainant. It is important to note that any oral report of bullying, cyber-bullying, harassment and/or other related behaviors is to be considered a complaint and, as such, must be investigated.
6. Obtain statements from any witness(s), if necessary.
7. Assure the student reporting bullying, cyber-bullying, harassment and/or other related behaviors that steps will be taken to monitor that the behavior(s) reported will not continue. Provide the student with names of school personnel who can help if the situation continues, escalates, or arises again.
8. Determine what type of action or consequences will resolve the situation. Follow the school behavior guidelines and discipline matrix. Consequences for a student who commits an act of bullying, cyber-bullying, harassment and other related behaviors shall be appropriate and consistent with related policies and school rules, according to:
 - a. The nature of the behavior
 - b. The developmental age of the student
 - c. The student's history of problem behaviors and performance
9. Inform the parent/guardian of both the victim and student who committed the act of:
 - a. The nature of the incident
 - b. The results of the investigation

Students**BULLYING/CYBER-BULLYING/HARASSMENT**

c. The type of action(s), consequences and follow-up steps which will be taken to resolve the situation (as appropriate, to ensure confidentiality)

The principal or designee is responsible for receiving complaints alleging violations of this regulation. All staff are expected to provide appropriate supervision to enforce standards of conduct, and, if they observe or become aware of bullying, cyber-bullying, harassment and other related behaviors, to immediately intervene, call for assistance, if needed, and report such incidents.

All other members of the school community, including parents, volunteers and visitors, are encouraged to report any act that may be a violation of this regulation. While submission of the report form is not required, the reporting party is encouraged to use the report form available from the principal/designee of each school or at the District office. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on an anonymous report. Prompt and reasonable investigation of alleged acts of bullying, cyber-bullying and harassment is expected.

Retaliation against a student/staff member because the student/staff member has filed a complaint or assisted or participated in an investigation or proceeding related to this regulation is prohibited. A student who knowingly files a false bullying/cyber-bullying/harassment complaint or gives false statements in an investigation shall be subject to discipline up to and including suspension and expulsion, as shall any student who is found to have retaliated against another in violation of this regulation.

CONFIDENTIALITY

An allegation of bullying/cyber-bullying/harassment that involves sexual harassment, and the results of the investigation, shall be kept confidential to the extent reasonably possible.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32261 Bullying

35181 Governing board policy on responsibilities of students

Students

BULLYING/CYBER-BULLYING/HARASSMENT

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension or expulsion

48908 Duties of students

51512 Prohibition use of electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

417.25-417.27 Laser scope

647(j) Use of camera or other instrument to invade person's privacy; misdemeanor

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23124 Use of cellular phones provisional license holders

CODE OF REGULATIONS, TITLE 5

300-307 Duties of pupils

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, 1972 Education Act Amendments

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

COURT DECISIONS

Students

BULLYING/CYBER-BULLYING/HARASSMENT

Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088

Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Digital Discipline: Off-Campus Student Conduct, the First Amendment and Web Sites, School Law in Review, 2001

NATIONAL SCHOOL SAFETY CENTER PUBLICATIONS

Set Straight on Bullies, 1989

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Preventing Bullying: A Manual for Schools and Communities, 1998

WEB SITES

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

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

Center for Safe and Responsible Internet Use: <http://csriu.org> and <http://cyberbully.org>

MBUSD

AR 5131.2(k)

Students

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National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

NetSmartz: <http://www.netsmartz.org>

U.S. Department of Education: <http://www.ed.gov>

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Reviewed:

Students

BULLYING/CYBER-BULLYING/HARASSMENT

**Manhattan Beach Unified School District
BULLYING/CYBER-BULLYING/HARASSMENT
COMPLAINT FORM**

It is the intent of the Board of Trustees of the Manhattan Beach Unified School District to provide a process for a student, parent/guardian or member of the community to address a complaint of bullying/cyber-bullying/harassment to appropriate District personnel and to receive a prompt response to such a complaint without fear of retaliation.

It is also the intent of the Board to protect a student or personnel member from unfair and unfounded accusations, to conduct a prompt and reasonable investigation, and to resolve any complaint in accordance with school and District policies and procedures. A complaint shall be investigated in a manner that protects the confidentiality of the parties involved.

Submission of this report form is encouraged; however, oral reports shall be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on an anonymous report. Any student who feels he/she is a victim of bullying/cyber-bullying/harassment should immediately contact a teacher, counselor, principal or staff person. Staff shall assist a student and/or parent/guardian in completing this complaint form, as requested.

Name of Student: _____ **Date:** _____

Parent/Guardian/Community Member: _____
(Filing the complaint on behalf of Student)

Name of Person(s) to whom complaint is directed: _____

Date(s) of Incident: _____

Location of the Incident: _____

Was the incident of bullying, cyber-bullying or harassment reported: Yes No

If yes, to whom? _____

Date the incident was reported: _____

Please describe the complaint in as much detail as possible. You may use extra sheets of paper, if necessary. Attach any documents related to the complaint.

Signature
(Please submit this form to the school principal)

Date

G. BOARD BUSINESS

2. **TITLE:** MBUSD Superintendent Search Timeline

BACKGROUND: At the board meeting of November 18, 2009, the Board of Trustees appointed Janet Schwabe as District coordinator and representative for the MBUSD Superintendent search. The search process will be a multi-phased, national search that will meet the unique needs of MBUSD and its Board of Trustees. The attached timeline supports this objective and spans a period of time from December 2009, through June 2010. Upon approval of the search timeline, Mrs. Schwabe and District Human Resources staff plan to immediately begin the action items outlined.

ACTION: Approve MBUSD superintendent search timeline

PREPARED BY: Dr. Beverly J. Rohrer, Superintendent

DATE: December 9, 2009

MBUSD Superintendent Search Timeline

DATE	ACTION ITEM	PERSON RESPONSIBLE
November 18, 2009 Board Meeting	Discussion during Board Meeting Appointed Janet Schwabe to oversee the superintendent search	Board President
December 9, 2009 Board Meeting	Discussion and action during Board Business portion of agenda Approve superintendent search timeline Discussion of community involvement / input required	Board President Janet Schwabe
December 2009	Contact local and national publications to have vacancy announcement published in next editions	Janet Schwabe Kathy Hall
December 2009	District brochure with vacancy announcement is created and printed in preparation for distribution in January	Janet Schwabe Board President
January 4, 2010	Vacancy is posted on EdJoin (website), and brochures are distributed to locally and nationally	Kathy Hall Janet Schwabe
January 13, 2010 Board Meeting	Survey of comparable districts Board discussion on MBUSD potential salary, benefits, work year, pay for performance, and other considerations Discuss the role of the board during the selection process	Board President Board of Trustees Janet Schwabe
January – February 2010	Recruit / Received and process applications / correspond with candidates / perform reference checks / prepare interview questions / create paper screening and interview committees <i>(confidentiality of candidates must be highly respected)</i>	Janet Schwabe Kathy Hall Board President

March 2010	Paperscreen applications Interview selected top five applicants	Board President Paper Screen Committee Interview Committee Janet Schwabe
March/April 2010	Present top two or three candidates to the Board Board interviews top candidates Site visit to selected candidate(s) school district(s) Select final candidate Contract created and signed Establish timeline for superintendent to begin work at MBUSD Work with current district to establish transition period Call other candidates to inform they were not selected	Board President Board of Trustees Board Attorney Janet Schwabe
April 2010	Announce new superintendent Employees Community (elists) Press Releases Schedule site visits to MBUSD schools and departments	Board President Board of Trustees Janet Schwabe
May-June 2010	Transition to new superintendent	Board President Dr. Rohrer