

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

**August 26, 2009  
5:30 Closed Session  
6:30 Regular Open Session**

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

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

**A. CALL TO ORDER (5 minutes)**

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

**B. ANNOUNCEMENTS AND COMMUNICATIONS (20 Minutes)**

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

**C. PRESENTATION/DISCUSSION/ACTION ITEMS**

None.

**D. INFORMATION/DISCUSSION ITEMS**

None.

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

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

**General**

- Rohrer** 1. Approve 2009-2010 membership in the Los Angeles County School Trustees Association in the amount of \$100.00, to be paid from acct. #00000.0-00000-71100-5310.
- Rohrer  
1-4** 2. Approve membership in the National School Boards Association, from October 1, 2009, to September 30, 2010, in the amount of \$4,250.00, to be paid from acct. #00000.0-00000-71100-5310.
- Schneider  
5-10** 3. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Autism Behavior Consultants. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's), and as per Final Compromise and Release Agreement Office of Administrative Hearings (OAH) Case No. N2009040947, finalized June 3, 2009. The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$115,610.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. This item has been budgeted.
- Schneider  
11-16** 4. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Autism Spectrum Therapies. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$119,242.00. \$57,375.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$61,867.00 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  
17-22** 5. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Behavior and Education, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$31,416.00. \$4,896.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57300-11801-5810-0000049; \$26,520.00 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  
23-28** 6. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Believe Ability, Inc. Contract is necessary to renew Assistive Technology 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 \$14,080.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000113. This item has been budgeted.
- Schneider  
29-34** 7. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with California Unified Services Providers, L.L.C. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education

Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$200,310.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. This item has been budgeted.

- Schneider 35-40** 8. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Center for Autism and Related Disorders. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$90,750.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. This item has been budgeted.
- Schneider 41-46** 9. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with FirstSteps for Kids, Inc. Contract is necessary to renew counseling 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 \$138,545.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053. This item has been budgeted.
- Schneider 47-52** 10. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with JBA Institute, L.L.C. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's), and as per Final Settlement Agreement and Release Office of Administrative Hearings (OAH) Case No. N2008030650, finalized June 29, 2009. The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$105,672.00. \$52,836.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$52,836.00 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 53-58** 11. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Maxim Healthcare Services, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$24,000.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. This item has been budgeted.
- Schneider 59-64** 12. Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Patric White, Ph.D. Contract is necessary to renew counseling 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 \$4,050.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053. This item has been budgeted.
- Schneider 65-70** 13. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with The H.E.L.P. Group, Inc., and operating as Pacific Schools, Summit View Westside, and Village Glen Westside. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$243,931.00. \$6,527.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052;

\$237,404.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

- Schneider 71-76** 14. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Logan River Academy, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$25,736.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.
- Schneider 77-82** 15. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Oak Grove Institute/Jack Weaver School. Contract is necessary to establish services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from August 7, 2009, through June 30, 2010. Amount not to exceed \$30,413.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.
- Schneider 83-88** 16. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with South Bay High School. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$131,800.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.
- Schneider 89-94** 17. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Speech and Language Development Center, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$53,060.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.
- Schneider 95-100** 18. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Villa Esperanza Services. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$80,838.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.
- Schneider 101-106** 19. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Vista Del Mar Child and Family Services dba Vista School. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$36,783.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000051. This item has been budgeted.
- Schneider 107-112** 20. Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with The Westview School. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not

to exceed \$183,262.00. \$72,976.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052; \$110,286.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

- Schneider  
113-114** 21. Ratify Student Services Special Employment Agreement for 2009/10 fiscal year with Janice H. Carter-Lourensz, M.D., M.P.H., F.A.A.P., Inc. to provide educational consultant services, for the period April 28, 2009, through June 30, 2009. Amount not to exceed \$3,200.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-31200-5850-0000113. This item has been budgeted.
- Schneider  
115-116** 22. Approve Student Services Special Employment Agreement for 2009/10 fiscal year with Amy Jamba, M.S., Board Certified Behavior Analyst (BCBA), to provide behavior analysis and consultant services, from August 27, 2009, through June 30, 2010. Amount not to exceed \$72,150.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.
- Schneider  
117-123** 23. Ratify the Agreement between Manhattan Beach Unified School District and Administrative Services Cooperative, Inc., for the provision of home to school transportation services, from July 1, 2009, through June 30, 2010. Amount not to exceed \$245,000.00. \$215,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000; \$30,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57504-36000-5812-0000071. This item has been budgeted.
- Schneider  
124-126** 24. Ratify the Agreement between Manhattan Beach Unified School District and Durham School Services for the Provision of Transportation Services to transport students for home to school, for the period from July 1, 2009 through June 30, 2010. Amount not to exceed \$328,000.00. \$3,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57300-36000-5812-0000049; \$315,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000; \$10,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57700-36000-5812-0000000. This item has been budgeted.
- Schneider  
127-128** 25. Ratify Amendment to Contract C-8537 between the District and the Los Angeles County Office of Education (LACOE) that provides Individual Education Plan (IEP) mandated home-to-school transportation, to reflect estimated transportation costs for the next fiscal year of operation. Contract has been in effect since July 1, 2007 and remains in effect through June 30, 2012. Amendment reflecting estimated costs is effective July 1, 2009 through June 30, 2010. Amount not to exceed \$62,000.00. Funds to be paid from Transportation of Pupil account, #01.0-72400.0-57500-36000-5811-0000000. This item has been budgeted.
- Seaton  
129-132** 26. Approve Agreement for School Counseling Services between the Manhattan Beach Unified School District and the South Bay Children's Health Center for the 2009-2010 School Year. Funding for this program is provided by a grant from the Beach Cities Health District in the amount of \$95,368.00.
- Seaton  
133-136** 27. Approve Consultant Agreement with Mr. Matthew McLellan for facilitation of data uploading from Infosnap to Aeries, from July 2009, through June 2010, to be paid at the rate of \$100.00 per hour, not-to-exceed \$3,000.00, charged to acct. #01.0-41100.0-11100-10000-1165-0000112, Title V.

- Hall 137-138** 28. Approve Resolution 2009-21, Temporary Assignment for Departmentalized Classes, per (Ed Code 44256(b)).
- Hall 139-140** 29. Approve Resolution 2009-22, Assignment for Departmentalized Classes (Ed Code 44263).
- Hall 141-142** 30. Approve consultant agreement for Melissa Kay to provide counseling services for the students of Mira Costa High School from September 2, 2009, through June 23, 2010, at an hourly rate of \$37.00 not-to-exceed \$3,000.00, to be charged to acct. #01.0-90200.0-00000-31100-5850-9000400.

**Hall 143** **Personnel**

31. Approve resignation of classified personnel at effective dates listed:
- Geissert, Laura, Health Care Specialist, MCHS, effective 06/19/09 (Resignation)
- Rogers, Carly, Occupational Therapist, Student Services, effective 08/31/09 (Voluntary resignation of 40%)
32. Ratify leave of absence for classified employees at effective dates as listed:
- Brown, Ronald, Operations Crew Leader, MCHS (Contract Article 6) effective 08/05/09 – 08/31/09
- Maher, John Jr., Operations Worker, Pennekamp, (Contract Article 6) effective 07/31/09 – 10/31/09
33. Ratify employment of classified personnel to serve as substitute and/or short term/intermittent, district wide, at effective dates listed:
- Lamb, Marie, effective 07/14/09
- Petersen, Candice, effective 08/10/09
34. Ratify change in status for Dr. Beverly Rohrer, from 80% to 100%, eff. 8/10/09.
35. Accept retirement of Janet Schwabe, Deputy Superintendent, eff. 8/28/09.
36. Accept resignations of certificated staff as follows:
- Drummond, Ian (MCHS) eff. 6/19/09
- Parker, Jennifer (GV) eff. 6/19/09
37. Approve employment of certificated substitutes at current rate of pay as follows:
- Aldrich, DaeLea Aldrich, eff. 9/1/09.
- Beck, Carol, eff. 9/1/09
- Burrell, Lynn, eff. 9/1/09
- 144** 38. Approve employment of new certificated staff effective 9/1/09, per attachment.
- 145-146** 39. Approve reinstatement of certificated staff eff. 9/1/09 per attachment.

**Romines**

**Business**

- 147-148** 40. Approve District Website Design, Support and Maintenance Bid/Proposal with Deltree Integration, LLC, Adam S. Geczi, Owner, in the initial amount of \$4,625.00, including development of the website and the first year hosting and maintenance fees. This item has been budgeted in the general fund.
- 149** 41. Amend the approved signature list for the following accounts with Bank of America: 0064-80151 (revolving cash account) and 00649-80152 (cash clearing account) to include Carolyn Seaton and Ellyn Schneider.
- 150-151** 42. Accept, with appreciation, gifts to the District from Chevron.
- 152-154** 43. Accept Developer Fee report for the month of July 2009.

**F. PUBLIC AND STAFF SUBMITTED ITEMS**

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

None.

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

**Romines  
155-156**

- 1. Accept the resignation of Rafael Menkes from the Bond Oversight Committee (BOC) and accept the recommendation to appoint Timothy Flake to fill the vacant position for the remaining time left on the two-year term.

**Seaton  
157-158**

- 2. Receive for First Reading and Adoption of revised Exhibit, E1312.4 (a), Williams Uniform Complaint Form.

**Hall  
159-163**

- 3. Approve first reading and adoption of Board Policy and Administrative Regulation 4111.2, 4211.2, and 4311.2, Legal Status Requirement.

**Hall  
164-175**

- 4. Approve first reading and adoption of revised Board Policy and Administrative Regulation 4113, Assignment.

**Hall  
176-193**

- 5. Approve first reading and adoption of revised Administrative Regulation 4161.8, 4261.8, and 4361.8, Family and Medical Leave.

**Rohrer  
194-199**

- 6. Approve first reading and adoption of revised Board Policy 6146.1, High School Graduation Requirements.
- 7. Approve minutes of the following meetings:
  - a. Regular Board meeting of March 4, 2009.
  - b. Special Board meeting of March 11, 2009.
  - c. Regular Board meeting of April 1, 2009.

- d. Special Board meeting of April 15, 2009.
  - e. Regular Board meeting of May 6, 2009.
  - f. Special Board meeting of May 12, 2009.
  - g. Regular Board meeting of May 20, 2009.
8. Discussion and direction:
- a. New Board agenda format
  - b. Date for Board workshop on MBUSD Vision, Philosophy and Goals
  - c. Date for Board self-evaluation
  - d. Format for Board approval of policies and administrative regulations

**H. SUPERINTENDENT/CABINET REPORT (15 Minutes)**

- 1. Beginning of School Activities
- 2. Special Education DO Organization
- 3. Special Education Handbook
- 4. District Office Reorganization
- 5. MCHS Master Plan
- 6. 2009-2010 Energy Management
- 7. Scheduling of Facilities
- 8. School Board Election – November 2009
- 9. State Budget Update
- 10. Restoration of Programs
- 11. Presentation to City
- 12. Pursuing Victory with Honor
- 13. 2009 STAR

**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**  
**AUGUST 26, 2009**  
**5:30 P.M.**

1. Public employee discipline/dismissal/release, pursuant to Government Code Section 54957.
2. Conference with district labor negotiator Steve Romines regarding MBUTA negotiations, per Government Code Section 54957.6.
3. Conference with district labor negotiator Steve Romines regarding CSEA negotiations, per Government Code Section 54957.6.
4. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9. One potential case.
5. Conference with Legal Counsel – Existing Litigation, pursuant to subdivision (a) of Government Code Section 54956.9. Case nos. 2009040602, 2009050624 and BS 122074.

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

(Note: These dates are subject to change)

**AUGUST**

August 7, 2009  
District Office Closed

August 14, 2009  
District Office Closed

August 26, 2009, 6:30 PM  
Board Meeting

**SEPTEMBER**

September 1, 2009  
Teachers Return

September 2, 2009  
First Day of School

September 2, 2009, 6:30 PM  
Board Meeting

September 7, 2009  
Labor Day

September 16, 2009, 6:30 PM  
Board Meeting

September 28, 2009  
Local Holiday

**OCTOBER**

October 7, 2009, 6:30 PM  
Board Meeting

October 12, 2009  
Staff Development Day  
No Students

October 21, 2009, 6:30 PM  
Board Meeting

**NOVEMBER**

November 3, 2009  
Election Day

November 4, 2009, 6:30 PM  
Board Meeting

November 11, 2009  
Veteran's Day

November 18, 2009, 6:30 PM  
Board Meeting

November 26-27, 2009  
Thanksgiving Break

**DECEMBER**

December 9, 2009, 6:30  
Board Meeting

December 21-31, 2009  
Winter Break

**JANUARY**

January 1, 2010  
Winter Break

January 13, 2010, 6:30  
Board Meeting

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

**FEBRUARY**

February 3, 2010, 6:30 PM  
Board Meeting

February 15-19, 2010  
District Recess

**MARCH**

March 3, 2010, 6:30 PM  
Board Meeting

March 17, 2010, 6:30 PM  
Board Meeting

March 29-April 2, 2010  
Spring Break

**E. CONSENT CALENDAR**

2. **TITLE:** Membership in National School Boards Association (NSBA)

**BACKGROUND:** Attached is a membership invoice from NSBA for the 2009-2010 school year. Also attached is information on the benefits of this membership.

**ACTION:** Approve membership in NSBA for \$4,250.00.

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

**DATE:** August 26, 2009

August 20, 2009

## About NSBA








The National School Boards Association is a not-for-profit organization representing state associations of school boards and their member districts across the United States. Its mission is to foster excellence and equity in public education through school board leadership. NSBA achieves that mission by representing the school board perspective before federal government agencies and with national organizations that affect education, and by providing vital information and services to state associations of school boards and local school boards.

NSBA advocates local school boards as the ultimate expression of grassroots democracy. NSBA supports the capacity of each school board—acting on behalf of and in close concert with the people of its community—to envision the future of education in its community, to establish a structure and environment that allow all students to reach their maximum potential, to provide accountability to the community on performance in the schools, and to serve as the key community advocate for children and youth and their public schools.

Founded in 1940, NSBA represents its State Association members and their 95,000 local school board members, virtually all of whom are elected. These local officials govern 14,500+ local school districts serving the nation's 50 million public school students.

NSBA policy is determined by a 150-member Delegate Assembly of local school board members. The 25-member Board of Directors translates this policy into action. Programs and services are administered by the NSBA executive director and a 140-person staff. NSBA's office is located in metropolitan Washington, D.C.

## Resources

- [NSBA Governance](#)   
NSBA policy is determined by a 150-member Delegate Assembly of local school board members.
- [NSBA Board of Directors Resources](#)    
Electronic reports from NSBA Board of Directors meetings.
- [NSBA's Organization](#)   
The departmental structure of NSBA and who you can contact.
- [Employment at NSBA](#)   
Job openings at the NSBA office, how to apply for a position, and a summary of employee benefits.
- [Directions to NSBA](#)  [HTML 5,754kb]  
Driving or metrorail directions to the NSBA headquarters in Alexandria, Virginia
- [Calendar of Upcoming Events](#)  [PDF 65,899kb]  
Calendar of NSBA and State Associations' meetings, conferences, and events.







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August 20, 2009

## National Affiliate Benefits and Resources

Join more than 2,400 school districts around the country, who are also members of their state association, who are improving the future of public education as members of NSBA's National Affiliate program. National Affiliate districts have total access to the most comprehensive and valuable resources NSBA offers to our public school leaders.

### Resources

- [VOICE](#)   
A Voice in National Education issues
- [VISION](#)   
Planning, Policy, and Governance resources to implement your district's Vision
- [KNOWLEDGE](#)   
Knowledge to make informed decisions to raise student achievement and enhance leadership team effectiveness
- [DISCOUNTS](#)   
Discounts on professional development opportunities



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# National School Boards Association

1680 Duke Street, Alexandria, VA 22314-3493  
Phone: 703-838-6722 FAX: 703-548-5560  
Federal ID #: 36-2210015

### Bill To:

Manhattan Beach Unified School District  
325 S Peck Ave  
Manhattan Beach CA 90266-6946

### Invoice

<b>Invoice #</b> 69671
<b>Invoice Date</b> 06/17/2009
<b>PO #</b>
<b>ID #</b> 0000102034
<b>Bill To #</b> 0000102034

**Student Enrollment:** 6,452

Description	Amount
NSBA's National Affiliate Fees	\$4,250.00
<b>Enrollment Category:</b> 2,500 - 7,499	
<b>For The Period:</b> 10/01/2009 To 09/30/2010	
<b>Total Due In US Funds</b>	<b>\$4,250.00</b>

Your district's National Affiliate fees include subscriptions to School Board News at the non-deductible rate of \$28 per subscription, and to American School Board Journal at the non-deductible discounted rate of \$30 per subscription, for your full school board and superintendent Current American School Board Journal subscriptions will be converted upon expiration.

Please send payments to:

National School Boards Association PO Box 1807, Merrifield, VA, 22116-8007

Please detach and return with your remittance

Manhattan Beach Unified School District  
325 S Peck Ave  
Manhattan Beach CA 90266-6946

**Invoice #** 69671 **Bill To ID #** 0000102034  
**Invoice Date** 06/17/2009 **ID #** 0000102034

Select Payment Method	
<input type="checkbox"/> Check Enclosed (made payable to NSBA in U.S.Funds)	
<input type="checkbox"/> VISA <input type="checkbox"/> Master Card <input type="checkbox"/> AMEX    Exp Date ____/____	
CVV _____	
Card # _____	
Name as it appears on card _____	(Please Print)
Cardholder's Signature _____	
Cardholder's Phone no _____	
Cardholder's Zipcode _____	
Total Due \$4,250.00	Amount Paid \$ _____

Please send payments to:

**National School Boards Association**  
PO Box 1807, Merrifield, VA, 22116-8007

**E. CONSENT CALENDAR**

3. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Autism Behavior Consultants.

**BACKGROUND:** It is necessary to establish a District Master Contract for NPA Services with Autism Behavior Consultants, to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's), and as per Final Compromise and Release Agreement Office of Administrative Hearings (OAH) Case No. N2009040947, finalized June 3, 2009. The contract format has been updated for 2009/10 by Southwest Special Education Local Plan (SELPA).

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

**FINANCIAL IMPACT:**

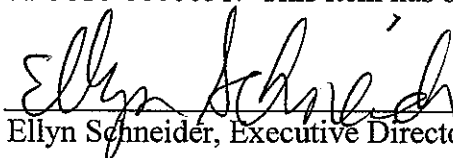
Amount not to exceed \$115,610.00.

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

This item has been budgeted.

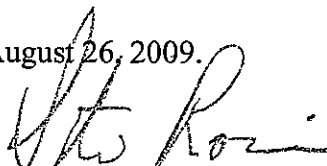
**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Autism Behavior Consultants. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's), and as per Final Compromise and Release Agreement Office of Administrative Hearings (OAH) Case No. N2009040947, finalized June 3, 2009. The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$115,610.00. 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:** August 26, 2009.

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M051

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Autism Behavior Consultants- 1A-19-190

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26<sup>th</sup> day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Autism Behavior Consultants (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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



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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
Autism Behavior Consultants  
\_\_\_\_\_  
Nonpublic School/Agency

School  
District      Manhattan Beach Unified School District

By: \_\_\_\_\_

Signature                                  Date

Laura Roberts, Director

Name and Title of Authorized  
Representative

By: \_\_\_\_\_

Ellyn Schneider,                                  Date  
Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Laura Roberts, Director**

Name

Autism Behavior Consultants

Nonpublic School/Agency/Related Service Provider

2909 Oregon Court, A-1

Address

Torrance Ca 90503

City State Zip

(310) 320-1333 (310) 320-6555

Phone Fax

[www.autismprograms.com](http://www.autismprograms.com)

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](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Autism Behavior Consultants **CONTRACTOR NUMBER** 15139 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** 10 **If blank, the number shall be as determine by CDE Certification.**

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

Payment under this contract may not exceed \$115,610.00  
 Total LEA enrollment may not exceed 2

Rate	Period
_____	_____
_____	_____

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

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

**B. Related Services**

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

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

**E. CONSENT CALENDAR**

4. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Autism Spectrum Therapies.

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

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

**FINANCIAL IMPACT:**

Amount not to exceed \$119,242.00.

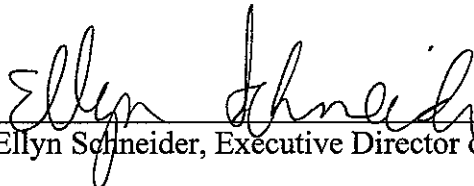
\$57,375.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051;

\$61,867.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000052;

This item has been budgeted.

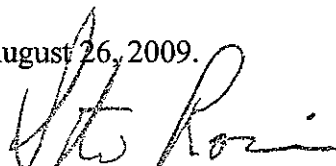
**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Autism Spectrum Therapies. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$119,242.00. \$57,375.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$61,867.00 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:** August 26, 2009.

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M055

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Autism Spectrum Therapies – 1A-19-165

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Autism Spectrum Therapies (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
Autism Spectrum Therapies  
\_\_\_\_\_  
Nonpublic School/Agency

School District \_\_\_\_\_  
Manhattan Beach Unified School District

By: \_\_\_\_\_  
Signature Date  
  
Ira N. Unterman,  
Vice President, Finance & Contracts  
\_\_\_\_\_  
Name and Title of Authorized  
Representative

By: \_\_\_\_\_  
Ellyn Schneider, Date  
Executive Director of Student Services



Notices to CONTRACTOR shall be addressed to:

**Ira N. Unterman, Vice President, Finance & Contracts**

Name

Autism Spectrum Therapies

Nonpublic School/Agency/Related Service Provider

6001 Bristol Parkway, Suite 200

Address

Culver City Ca 90230

City State Zip

(310) 641-1100 (310) 641-0005

Phone

Fax

Notices to LEA shall be addressed to:

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

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

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

Phone

Fax

[eschneider@mbusd.org](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Autism Spectrum **CONTRACTOR NUMBER** 15134 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$119,242.00  
 Total LEA enrollment may not exceed 2

Rate	Period
_____	_____
_____	_____
_____	_____

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

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

**B. Related Services**

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

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

**E. CONSENT CALENDAR**

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

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

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

**FINANCIAL IMPACT:**

Amount not to exceed \$31,416.00.

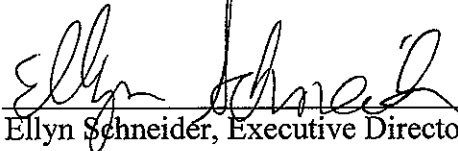
\$4,896.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57300-11801-5810-0000049;

\$26,520.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000052;

This item has been budgeted.

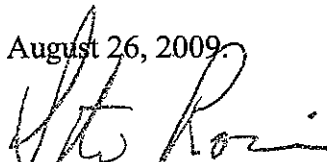
**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Behavior and Education, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$31,416.00. \$4,896.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57300-11801-5810-0000049; \$26,520.00 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:** August 26, 2009.

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M056

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Behavior and Education, Inc. – 1A-19-400

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Behavior and Education, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
Behavior and Education, Inc.

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Barbara Endlich, Director

Name and Title of Authorized  
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Barbara Endlich, Director**

Name

Behavior and Education, Inc.

Nonpublic School/Agency/Related Service Provider

P.O. Box 1000

Address

Hermosa Beach Ca 90254

City State Zip

(310) 406-1500 (310) 868-2725

Phone

Fax

Notices to LEA shall be addressed to:

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

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

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

Phone

Fax

[eschneider@mbusd.org](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Behavior & Ed **CONTRACTOR NUMBER** 18899 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$31,416.00  
 Total LEA enrollment may not exceed 2

Rate	Period
_____	_____
_____	_____

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

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

**B. Related Services**

- |  |              |                 |
|--|--------------|-----------------|
| (1) a. Transportation – Round Trip   | _____        | _____           |
| b. Transportation – One Way  | _____        | _____           |
| c. Transportation-Dual Enrollment  | _____        | _____           |
| d. Public Transportation   | _____        | _____           |
| e. Parent*   | _____        | _____           |
| (2) a. Educational Counseling – Individual   | _____        | _____           |
| b. Educational Counseling – Group of   | _____        | _____           |
| c. Counseling – Parent   | _____        | _____           |
| (3) a. Adapted Physical Education – Individual                                     | _____        | _____           |
| b. Adapted Physical Education – Group of _____                                     | _____        | _____           |
| c. Adapted Physical Education – Group of _____                                     | _____        | _____           |
| (4) a. Language and Speech Therapy – Individual                                    | _____        | _____           |
| b. Language and Speech Therapy – Group of 2  | _____        | _____           |
| c. Language and Speech Therapy – Group of 3  | _____        | _____           |
| d. Language and Speech Therapy – Per diem  | _____        | _____           |
| e. Language and Speech - Consultation Rate   | _____        | _____           |
| (5) a. Additional Instructional Assistant - Individual (must be authorized on IEP) | _____        | _____           |
| b. Additional Instructional Assistant – Group of 2                                 | _____        | _____           |
| c. Additional Instructional Assistant – Group of 3                                 | _____        | _____           |
| (6) Intensive Special Education Instruction**                                      | _____        | _____           |
| (7) a. Occupational Therapy – Individual   | _____        | _____           |
| b. Occupational Therapy – Group of 2   | _____        | _____           |
| c. Occupational Therapy – Group of 3   | _____        | _____           |
| d. Occupational Therapy – Group of 4 - 7   | _____        | _____           |
| e. Occupational Therapy - Consultation Rate  | _____        | _____           |
| (9) Physical Therapy   | _____        | _____           |
| (10) a. Behavior Intervention – BII  | <u>53.00</u> | <u>Per Hour</u> |
| b. Behavior Intervention – BID   | <u>53.00</u> | <u>Per Hour</u> |
| Provided by: _____   | _____        | _____           |
| (11) Nursing Services  | _____        | _____           |

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



E. **CONSENT CALENDAR**

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

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

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

**FINANCIAL IMPACT:**

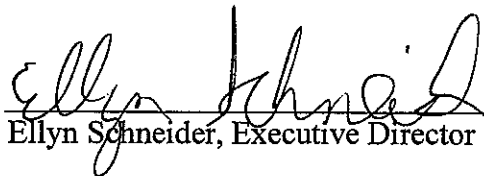
Amount not to exceed \$14,080.00.

Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000113;

This item has been budgeted.

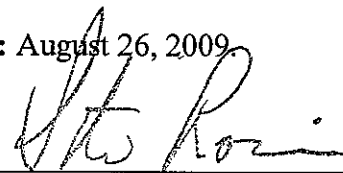
**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Believe Ability, Inc. Contract is necessary to renew Assistive Technology services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$14,080.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000113. This item has been budgeted.

**PREPARED BY:**

  
Elyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M060

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Believe Ability – 1A-19-242

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Believe Ability (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
Believe Ability, Inc.

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Jason Hilkey, VP Finance

Name and Title of Authorized  
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Jason Hilkey, VP Finance**

Name

Believe Ability, Inc.

Nonpublic School/Agency/Related Service Provider

P.O. Box 325

Address

Torrance Ca 90507

City State Zip

(310) 295-1024 x703 (Same)

Phone Fax

Notices to LEA shall be addressed to:

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

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

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

Phone Fax

[eschneider@mbusd.org](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Believe Ability **CONTRACTOR NUMBER** 17841 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$14,080.00  
 Total LEA enrollment may not exceed 40

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

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

**B. Related Services**

(1) a. Transportation – Round Trip		
b. Transportation – One Way		
c. Transportation-Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech - Consultation Rate		
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy - Consultation Rate		
(9) Physical Therapy		
(10) a. Behavior Intervention – BII		
b. Behavior Intervention – BID		
(11) a. Assistive Technology	<u>110.00</u>	<u>Per Hour</u>
b. Assistive Technology – Scheduling Service:		

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

\*\*By credentialed Special Education Teacher.

**E. CONSENT CALENDAR**

7. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with California Unified Services Providers, L.L.C.

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

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

**FINANCIAL IMPACT:**

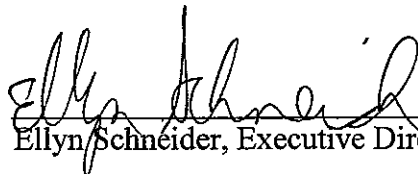
Amount not to exceed \$200,310.00.

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

This item has been budgeted.

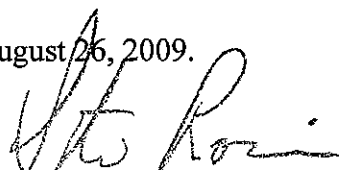
**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with California Unified Services Providers, L.L.C.. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$200,310.00. 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:** August 26, 2009.

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M064

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

California Unified Services Providers, L.L.C. – 1A-19-284

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and California Unified Services Providers, L.L.C. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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



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

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

**4. TERM OF MASTER CONTRACT**

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

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
California Unified Services Providers, L.L.C.

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Eric Maier, Director

Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

**Eric Maier, Director**

Name

California Unified Services Providers, L.L.C.

Nonpublic School/Agency/Related Service Provider

3868 Carson Street, Suite 201

Address

Torrance Ca 90503

City State Zip

(310) 792-2877 (310) 792-2878

Phone Fax

Notices to LEA shall be addressed to:

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

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

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

Phone Fax

[eschneider@mbusd.org](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** CUSP **CONTRACTOR NUMBER** 17456 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$200,310.00  
 Total LEA enrollment may not exceed 2

Rate	Period
_____	_____
_____	_____

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

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

**B. Related Services**

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

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

**E. CONSENT CALENDAR**

8. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Center for Autism and Related Disorders.

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

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

**FINANCIAL IMPACT:**

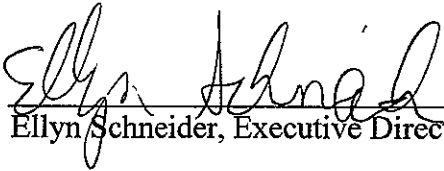
Amount not to exceed \$90,750.00.

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 District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Center for Autism and Related Disorders. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$90,750.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. This item has been budgeted.

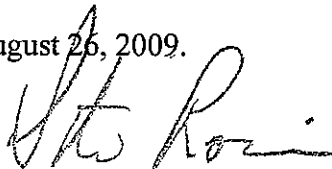
**PREPARED BY:**



Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M065

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Center for Autism and Related Disorders - Tarzana – 1A-19-011

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Center for Autism and Related Disorders (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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





Notices to CONTRACTOR shall be addressed to:

**Doreen Granpeesheh, Ph.D., B.C.B.A.**

Name

Center for Autism and Related Disorders

Nonpublic School/Agency/Related Service Provider

19019 Ventura Blvd., Suite 300

Address

Tarzana Ca 91356

City State Zip

(818) 345-2345 (818) 609-0108

Phone Fax

Bryce Miler – Contract Mgr. (818) 345-2345 x269

[b.miler@centerforautism.com](mailto:b.miler@centerforautism.com)

Notices to LEA shall be addressed to:

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

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

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

Phone Fax

[eschneider@mbusd.org](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Center for Autism **CONTRACTOR NUMBER** 15268 **2009-2010**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$90,750.00  
 Total LEA enrollment may not exceed 1

Rate	Period
_____	_____
_____	_____
_____	_____

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

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

**B. Related Services**

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

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

E. **CONSENT CALENDAR**

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

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

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

**FINANCIAL IMPACT:**

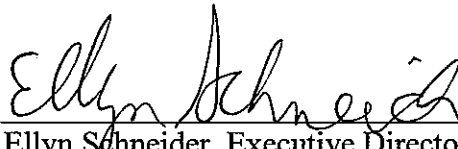
Amount not to exceed \$138,545.00.

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 District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with FirstSteps for Kids, Inc. Contract is necessary to renew counseling 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 \$138,545.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053. This item has been budgeted.

**PREPARED BY:**

  
Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M074

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

FirstSteps for Kids, Inc. – 1A-19-296

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and FirstSteps for Kids, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
FirstSteps for Kids, Inc.

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Jennifer Harris, Ph.D., Director

Name and Title of Authorized  
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Jennifer Harris, Ph.D., Director**

Name

FirstSteps for Kids, Inc.

Nonpublic School/Agency/Related Service Provider

2447 Pacific Coast Highway, Suite 212

Address

Hermosa Beach Ca 90254

City State Zip

(310) 374-3300 (310) 374-3307

Phone Fax

[www.firststepsforkids.com](http://www.firststepsforkids.com)

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](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** FirstSteps for Kids **CONTRACTOR NUMBER** 17512 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$138,545.00  
 Total LEA enrollment may not exceed 5

Rate	Period
_____	_____
_____	_____

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

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

**B. Related Services**

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

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



**E. CONSENT CALENDAR**

10. **TITLE:** 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 establish a District Master Contract for NPA Services with JBA Institute, L.L.C., to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's), and as per Compromise and Release Agreement Office of Administrative Hearings (OAH) Case No. N2008030650, finalized June 29, 2009. The contract format has been updated for 2009/10 by Southwest Special Education Local Plan (SELPA).

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

**FINANCIAL IMPACT:**

Amount not to exceed \$105,672.00.

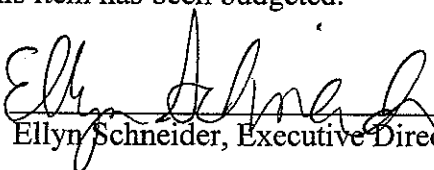
\$52,836.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051;

\$52,836.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000052;

This item has been budgeted.

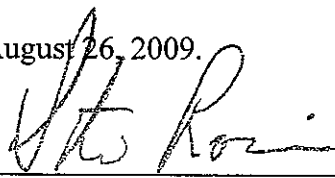
**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with JBA Institute, L.L.C. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's), and as per Compromise and Release Agreement Office of Administrative Hearings (OAH) Case No. N2008030650, finalized June 29, 2009. The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$105,672.00. \$52,836.00 in funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051; \$52,836.00 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:** August 26, 2009.

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M084

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

JBA Institute, L.L.C. – 1A-19-321

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and JBA Institute, L.L.C. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
JBA Institute, L.L.C.

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Janet Yi, Director

Name and Title of Authorized  
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Janet Yi, Director**

---

Name

JBA Institute, L.L.C.

---

Nonpublic School/Agency/Related Service Provider

65 Enterprise

---

Address

Alisa Viejo                      Ca                      92656

---

City                                  State                      Zip  
(866) 522-4145                      (866) 522-4149

---

Phone                                  Fax

[www.jbainstitute.com](http://www.jbainstitute.com)

---

Notices to LEA shall be addressed to:

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

---

Name and Title

Manhattan Beach Unified School District

---

LEA

325 S. Peck Avenue

---

Address

Manhattan Beach                      Ca                      90266

---

City                                  State                      Zip  
(310) 318-7345 x5913                      (310) 303-3826

---

Phone                                  Fax

[eschneider@mbusd.org](mailto: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](mailto:tangle@mbusd.org)

---

Email

**EXHIBIT A: RATES**

**CONTRACTOR** JBA Institute **CONTRACTOR NUMBER** 18463 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$105,672.00  
 Total LEA enrollment may not exceed 2

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

Rate	Period
_____	_____
_____	_____

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

**B. Related Services**

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	51.00	Per Hour
b. Behavior Intervention – BID	51.00	Per Hour
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

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

\*\*By credentialed Special Education Teacher.

E. **CONSENT CALENDAR**

11. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Maxim Healthcare Services, Inc.

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

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

**FINANCIAL IMPACT:**

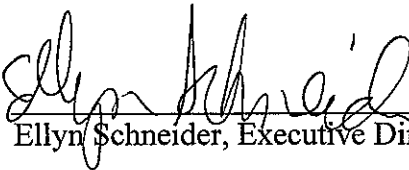
Amount not to exceed \$24,000.00.

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 District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Maxim Healthcare Services, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$24,000.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. This item has been budgeted.

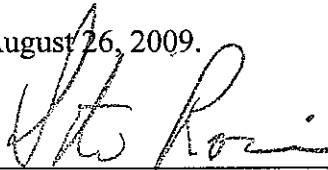
**PREPARED BY:**



\_\_\_\_\_  
Elyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:



\_\_\_\_\_  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M094

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Maxim Healthcare Services, Inc. - Gardena – 1A-19-209

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Maxim Healthcare Services, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

54.



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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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



Notices to CONTRACTOR shall be addressed to:

**Michael Hemelt, Controller**

Name

Maxim Healthcare Services, Inc.

Nonpublic School/Agency/Related Service Provider

1515 190<sup>th</sup> Street, Suite 190

Address

Gardena Ca 90248

City State Zip

(310) 768-0088 (310) 768-0075

Phone Fax

Jon Mertz – Office Manager/Account Rep

Notices to LEA shall be addressed to:

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

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

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

Phone Fax

[eschneider@mbusd.org](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Maxim **CONTRACTOR NUMBER** 18756 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$24,000.00  
 Total LEA enrollment may not exceed 1

Rate	Period
_____	_____
_____	_____

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

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

**B. Related Services**

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____
(11) Para Educator	<u>25.00</u>	<u>Per Hour</u>

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

**E. CONSENT CALENDAR**

12. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic Agency (NPA) Services with Patric White, Ph.D.

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

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

**FINANCIAL IMPACT:**

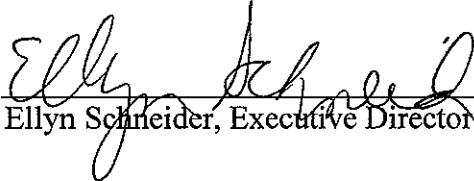
Amount not to exceed \$4,050.00.

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

This item has been budgeted.


**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic Agency Services (NPA) with Patric White, Ph.D. Contract is necessary to renew counseling 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 \$4,050.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000053. This item has been budgeted.

**PREPARED BY:**

  
Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M111

LEA: Manhattan Beach Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Patric White, Ph.D. – 1A-19-052

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Patric White, Ph.D. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
Patric White, Ph.D.

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Patric White, Ph.D.

Name and Title of Authorized  
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

62.



Notices to CONTRACTOR shall be addressed to:

**IPatric White, Ph.D.**

Name

Patric White, Ph.D.

Nonpublic School/Agency/Related Service Provider

2401 Pacific Coast Highway, #103

Address

Hermosa Beach Ca 90254

City State Zip

(310) 372-8068

Phone

Fax

Notices to LEA shall be addressed to:

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

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

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

Phone

Fax

[eschneider@mbusd.org](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Patric White **CONTRACTOR NUMBER** 10600 **2009-2010**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$4,050.00  
 Total LEA enrollment may not exceed 1

Rate	Period
_____	_____
_____	_____

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

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

**B. Related Services**

- |      |  |       |          |
|------|--|-------|----------|
| (1)  | a. Transportation – Round Trip   | _____ | _____    |
|      | b. Transportation – One Way  | _____ | _____    |
|      | c. Transportation-Dual Enrollment  | _____ | _____    |
|      | d. Public Transportation   | _____ | _____    |
|      | e. Parent*   | _____ | _____    |
| (2)  | a. Educational Counseling – Individual   | 90.00 | Per Hour |
|      | b. Educational Counseling – Group of   | 90.00 | Per Hour |
|      | c. Counseling – Parent   | _____ | _____    |
| (3)  | a. Adapted Physical Education – Individual                                     | _____ | _____    |
|      | b. Adapted Physical Education – Group of _____                                 | _____ | _____    |
|      | c. Adapted Physical Education – Group of _____                                 | _____ | _____    |
| (4)  | a. Language and Speech Therapy – Individual                                    | _____ | _____    |
|      | b. Language and Speech Therapy – Group of 2                                    | _____ | _____    |
|      | c. Language and Speech Therapy – Group of 3                                    | _____ | _____    |
|      | d. Language and Speech Therapy – Per diem                                      | _____ | _____    |
|      | e. Language and Speech - Consultation Rate                                     | _____ | _____    |
| (5)  | a. Additional Instructional Assistant - Individual (must be authorized on IEP) | _____ | _____    |
|      | b. Additional Instructional Assistant – Group of 2                             | _____ | _____    |
|      | c. Additional Instructional Assistant – Group of 3                             | _____ | _____    |
| (6)  | Intensive Special Education Instruction**                                      | _____ | _____    |
| (7)  | a. Occupational Therapy – Individual   | _____ | _____    |
|      | b. Occupational Therapy – Group of 2   | _____ | _____    |
|      | c. Occupational Therapy – Group of 3   | _____ | _____    |
|      | d. Occupational Therapy – Group of 4 - 7                                       | _____ | _____    |
|      | e. Occupational Therapy - Consultation Rate                                    | _____ | _____    |
| (9)  | Physical Therapy   | _____ | _____    |
| (10) | a. Behavior Intervention – BII   | _____ | _____    |
|      | b. Behavior Intervention – BID   | _____ | _____    |
|      | Provided by: _____   | _____ | _____    |
| (11) | Nursing Services   | _____ | _____    |

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

64.

**E. CONSENT CALENDAR**

13. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with The H.E.L.P. Group, Inc. operating as Pacific Schools, Summit View Westside, and Village Glen Westside.

**BACKGROUND:** It is necessary to establish a District Master Contract for NPS Services with The H.E.L.P. Group, Inc., to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The contract format has been updated for 2009/10 by Southwest Special Education Local Plan (SELPA).

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

**FINANCIAL IMPACT:**

Amount not to exceed \$243,931.00.

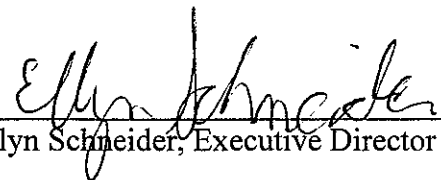
\$6,527.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052;

\$237,404.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053.

This item has been budgeted.

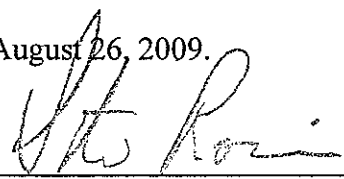
**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with The H.E.L.P. Group, Inc., and operating as Pacific Schools, Summit View Westside, and Village Glen Westside. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$243,931.00. \$6,527.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052; \$237,404.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

**PREPARED BY:**

  
\_\_\_\_\_  
Elyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:

  
\_\_\_\_\_  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M011

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

The H.E.L.P. Group, Inc.  
Pacific Schools – 19-64733-6900476; Summit View School Westside – 19-64444-7102890;  
Village Glen School Westside – 19-64444-7102908

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and The H.E.L.P. Group, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

**4. TERM OF MASTER CONTRACT**

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

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,

The H.E.L.P. Group, Inc.

Db a Pacific Schools, Summit View Westside School, School  
and Village Glen Westside School District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Carol Coelho, Contract Administrator

Name and Title of Authorized

Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Carol Coelho, Contract Administrator**

Name

The H.E.L.P. Group, Inc.

Nonpublic School/Agency/Related Service Provider

13130 Burbank Blvd.

Address

Sherman Oaks Ca 91401

City State Zip  
(818) 779-5105 (818) 779-5191

Phone Fax  
[ccoelho@thehelpgroup.org](mailto:ccoelho@thehelpgroup.org)

Email

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](mailto: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](mailto:tangle@mbusd.org)

Email

69.

**EXHIBIT A: RATES**

**CONTRACTOR** HELP Group **CONTRACTOR NUMBER** 15250 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$243,931.00  
 Total LEA enrollment may not exceed 6

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>135.24</u>	<u>Per Day</u>
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

(1) a. Transportation – Round Trip	<u>38.00</u>	<u>Per Day</u>
b. Transportation – One Way		
c. Transportation-Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual	<u>85.00</u>	<u>Per Hour</u>
b. Psychological Services		<u>Per Hour</u>
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual	<u>64.00</u>	<u>Per Hour</u>
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	<u>85.00</u>	<u>Per Hour</u>
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech - Consultation Rate		
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	<u>21.00</u>	<u>Per Hour</u>
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	<u>100.00</u>	<u>Per Hour</u>
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy - Consultation Rate		
(9) Physical Therapy		
(10) a. Behavior Intervention – BII		
b. Behavior Intervention – BID		
Provided by: _____		
(11) Nursing Services		

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

\*\*By credentialed Special Education Teacher.



**E. CONSENT CALENDAR**

14. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Logan River Academy, Inc.

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

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

**FINANCIAL IMPACT:**

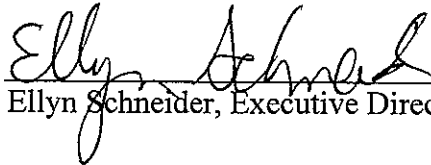
Amount not to exceed \$25,736.00.

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

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Logan River Academy, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$25,736.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

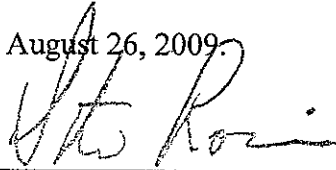
**PREPARED BY:**



Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
*S10-M016*

LEA: *Manhattan Beach Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Logan River Academy, Inc. - 77-76422-6131163

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Logan River Academy, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
Logan River Academy, Inc.

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Lori Connin, Finance Director

Name and Title of Authorized  
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Lori Connin, Finance Director**

Name

Logan River Academy, Inc.

Nonpublic School/Agency/Related Service Provider

1683 South Hwy 89/91

P.O. Box 3662

Address

Logan UT 84323

City State Zip

(435) 755-8400

Phone

Fax

[lconnin@loganriver.com](mailto:lconnin@loganriver.com)

Email

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](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Logan River Academy **CONTRACTOR NUMBER** 17515 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$25,736.00  
 Total LEA enrollment may not exceed 1

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$108.59</u>	<u>Per Day</u>
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

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

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

**E. CONSENT CALENDAR**

15. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Oak Grove Institute/Jack Weaver School.

**BACKGROUND:** It is necessary to establish a District Master Contract for NPS Services with Oak Grove Institute/Jack Weaver School, to establish services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The contract format has been updated for 2009/10 by Southwest Special Education Local Plan (SELPA).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from August 7, 2009, through June 30, 2010.

**FINANCIAL IMPACT:**

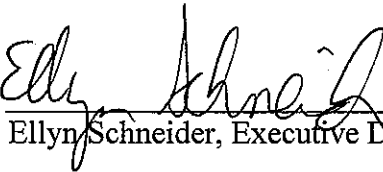
Amount not to exceed \$30,413.00.

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

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Oak Grove Institute/Jack Weaver School. Contract is necessary to establish services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from August 7, 2009, through June 30, 2010. Amount not to exceed \$30,413.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

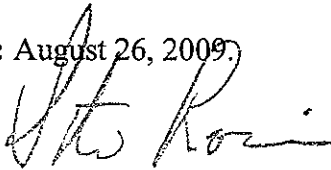
**PREPARED BY:**



Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
*S10-M017*

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Oak Grove Institute/Jack Weaver School – 33-75200-7071533

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Oak Grove Institute/Jack Weaver 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 August 7, 2009 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 7<sup>th</sup> day of August 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provide herein.

CONTRACTOR,  
Oak Grove Institute/Jack Weaver School  
\_\_\_\_\_  
Nonpublic School/Agency

School  
District  
Manhattan Beach Unified School District  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature Date  
Dr. Michael Brown, Director of Education  
\_\_\_\_\_  
Name and Title of Authorized Representative

By: \_\_\_\_\_  
Ellyn Schneider, Date  
Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Dr. Michael Brown, Director of Education**

Name

Oak Grove Institute/Jack Weaver School

Nonpublic School/Agency/Related Service Provider

24275 Jefferson Avenue

Address

Murietta CA 92562

City State Zip  
(951) 677-5599 (951) 698-0461

Phone Fax

[info@oakgrovecenter.org](mailto:info@oakgrovecenter.org)

Email

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](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Oak Grove Institute **CONTRACTOR NUMBER** New **2009-2010**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$30,413.00  
 Total LEA enrollment may not exceed 1

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>128.06</u>	<u>Per Day</u>
Basic Education Program/Dual Enrollment	_____	_____

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

**B. Related Services**

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Psychological Services	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	<u>80.00</u>	<u>Per Hour</u>
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

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

\*\*By credentialed Special Education Teacher.

**E. CONSENT CALENDAR**

16. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with South Bay High School.

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

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

**FINANCIAL IMPACT:**

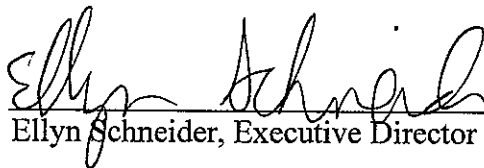
Amount not to exceed \$131,800.00.

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

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with South Bay High School. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$131,800.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

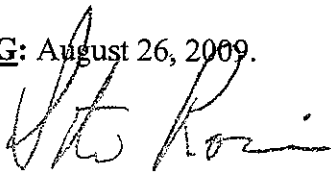
**PREPARED BY:**



Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M019

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

South Bay High School – 19-65060-7094105

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as “LEA” or “District”) and South Bay 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 July 1, 2009 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
South Bay High School

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Rita Farabaugh, Principal

Name and Title of Authorized  
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services



**Notices to CONTRACTOR shall be addressed to:**

**Rita Farabaugh, Principal**

Name

South Bay High School

Nonpublic School/Agency/Related Service Provider

4025 West 226<sup>th</sup> Street

Address

Torrance Ca 90505

City State Zip  
(310) 373-4556 x105 (310) 373-5606

Phone Fax

Email

**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](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** So Bay High School **CONTRACTOR NUMBER** 18857 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$131,800.00  
 Total LEA enrollment may not exceed 6

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>146.47</u>	<u>Per Day</u>
Basic Education Program/Dual Enrollment	<u>50.00</u>	<u>Per Day</u>

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

**B. Related Services**

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	<u>60.00</u>	<u>Per Hour</u>
b. Psychological Services	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	<u>60.00</u>	<u>Per Hour</u>
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

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

\*\*By credentialed Special Education Teacher.

**E. CONSENT CALENDAR**

17. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Speech and Language Development Center, Inc.

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

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

**FINANCIAL IMPACT:**

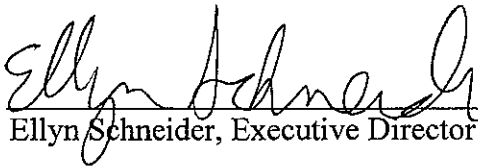
Amount not to exceed \$53,060.00.

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

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Speech and Language Development Center, Inc. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$53,060.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

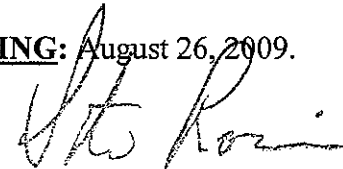
**PREPARED BY:**



Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M020

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Speech and Language Development Center, Inc. - 30-66456-6937437

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Speech and Language Development Center, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
Speech and Language Development Center, Inc.

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Dawn O'Connor, M.Ed., Program Director

Name and Title of Authorized  
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Dawn O'Connor, M.Ed., Program Director**

Name

Speech and Language Development Center, Inc.

Nonpublic School/Agency/Related Service Provider

8699 Holder Street

Address

Buena Park Ca 90620

City State Zip

(714) 821-3620

Phone

Fax

[doconnor@sldc.net](mailto:doconnor@sldc.net)

Email

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](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Speech & Language Dvmt Ctr **CONTRACTOR NUMBER** 15265 **2009-2010**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$53,060.00  
 Total LEA enrollment may not exceed 1

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$128.28</u>	<u>Per Day</u>
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

(1) a. Transportation – Round Trip		
b. Transportation – One Way		
c. Transportation-Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual	<u>80.00</u>	<u>Per Hour</u>
b. Psychological Services		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual	<u>78.00</u>	<u>Per Hour</u>
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	<u>78.00</u>	<u>Per Hour</u>
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech - Consultation Rate		
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	<u>14.00</u>	<u>Per Hour</u>
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy - Consultation Rate		
(9) Physical Therapy		
(10) a. Behavior Intervention – BII		
b. Behavior Intervention – BID		
Provided by: _____		
(11) Nursing Services		

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

94.



**E. CONSENT CALENDAR**

- 18, **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Villa Esperanza Services.

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

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

**FINANCIAL IMPACT:**

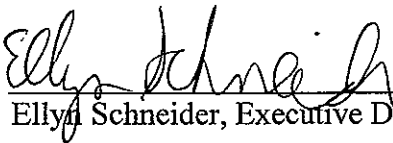
Amount not to exceed \$80,838.00.

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

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Villa Esperanza Services. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$80,838.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

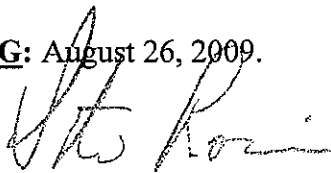
**PREPARED BY:**



Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M025

LEA: Manhattan Beach Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Villa Esperanza Services – 19-64881-6936199

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Villa Esperanza Services (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION**

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
Villa Esperanza Services  
\_\_\_\_\_  
Nonpublic School/Agency

School  
District Manhattan Beach Unified School District

By: \_\_\_\_\_  
Signature Date  
Casey Gregg, Director  
\_\_\_\_\_  
Name and Title of Authorized  
Representative

By: \_\_\_\_\_  
Ellyn Schneider, Date  
Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Casey Gregg, Director**

Name

Villa Esperanza Services

Nonpublic School/Agency/Related Service Provider

2116 E. Villa Street

Address

Pasadena Ca 91107

City State Zip

(626) 449-2919 (626) 449-2850

Phone Fax

[cgregg@villaesperanzaservices.org](mailto:cgregg@villaesperanzaservices.org)

Email

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](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Villa Esperanza Services **CONTRACTOR NUMBER** 15201 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$80,838.00  
 Total LEA enrollment may not exceed 1

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$115.44</u>	<u>Per Day</u>
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

(1) a. Transportation – Round Trip	<u>100.00</u>	<u>Per Day</u>
b. Transportation – One Way		
c. Transportation-Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Psychological Services		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	<u>80.00</u>	<u>Per Hour</u>
b. Language and Speech Therapy – Group of 2	<u>80.00</u>	<u>Per Hour</u>
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)	<u>18.50</u>	<u>Per Hour</u>
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	<u>85.00</u>	<u>Per Hour</u>
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy - Consultation Rate		
(9) Physical Therapy		
(10) a. Behavior Intervention – BII		
b. Behavior Intervention – BID		
Provided by: _____		
(11) Nursing Services		

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

\*\*By credentialed Special Education Teacher.

**E. CONSENT CALENDAR**

19. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Vista Del Mar Child and Family Services dba Vista School.

**BACKGROUND:** It is necessary to establish a District Master Contract for NPS Services with Vista Del Mar Child and Family Services dba Vista School, to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The contract format has been updated for 2009/10 by Southwest Special Education Local Plan (SELPA).

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

**FINANCIAL IMPACT:**

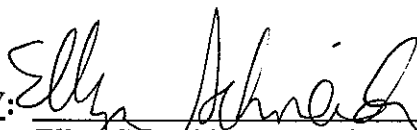
Amount not to exceed \$36,783.00.

Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000051.

This item has been budgeted.

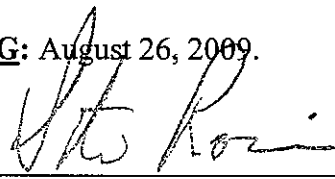
**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Vista Del Mar Child and Family Services dba Vista School. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$36,783.00. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000051. This item has been budgeted.

**PREPARED BY:**

  
Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M026

LEA: *Manhattan Beach Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Vista Del Mar Child & Family Services  
Db a Vista School – 19-64733-7092703

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Vista Del Mar Child & Family Services dba Vista 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 July 1, 2009 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR, Vista Del Mar Child & Family Services dba Vista School Nonpublic School/Agency	School District	<u>Manhattan Beach Unified School District</u>
---	--------------------	--

By: \_\_\_\_\_  
Signature Date  
Donna Baker, Director of Education  
Name and Title of Authorized  
Representative

By: \_\_\_\_\_  
Ellyn Schneider, Date  
Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

**Donna Baker, Director of Education**

Name

Vista Del Mar Child & Family Services

Db a Vista School

Nonpublic School/Agency/Related Service Provider

3200 Motor Avenue

Address

Los Angeles Ca 90034

City State Zip

(310) 836-1223 x470 (310) 836-3506

Phone

Fax

Bridgette – Office Mgr x573; Adriana Billing x352;

KC Hearst – Dean x449; Asst. Mario x574.

Email

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](mailto: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](mailto:tangle@mbusd.org)

Email

**EXHIBIT A: RATES**

**CONTRACTOR** Vista Del Mar Child & Family **CONTRACTOR NUMBER** 18387 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$36,783.00  
 Total LEA enrollment may not exceed 1

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$119.44</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	<u>40.00</u>	<u>Per Day</u>
b. Transportation – One Way		
c. Transportation-Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual	<u>75.00</u>	<u>Per Hour</u>
b. Psychological Services		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual		
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	<u>85.00</u>	<u>Per Hour</u>
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy - Consultation Rate		
(9) Physical Therapy		
(10) a. Behavior Intervention – BII		
b. Behavior Intervention – BID		
Provided by: _____		
(11) Nursing Services		

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

\*\*By credentialed Special Education Teacher.

106.

**E. CONSENT CALENDAR**

20. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with The Westview School.

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

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

**FINANCIAL IMPACT:**

Amount not to exceed \$183,262.00.

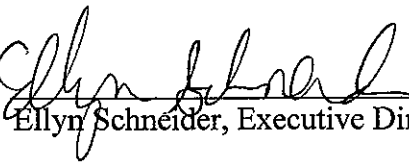
\$72,976.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052;

\$110,286.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053.

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify the District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with The Westview School. Contract is necessary to renew services for the 2009/10 fiscal year, as mandated by Individualized Education Plans (IEP's). The Master Contract is effective from July 1, 2009, through June 30, 2010. Amount not to exceed \$183,262.00. \$72,976.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000052; \$110,286.00 in funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. This item has been budgeted.

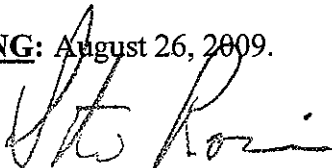
**PREPARED BY:**



Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

2009-2010

CONTRACT NUMBER:  
S10-M027

LEA: Manhattan Beach Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

The Westview School – 19-64733-6934558

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 26th day of August, 2009, between the Manhattan Beach Unified School District (hereinafter referred to as “LEA” or “District”) and The Westview 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 July 1, 2009 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

### **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

### 63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR,  
The Westview School

School  
District

Manhattan Beach Unified School District

Nonpublic School/Agency

By:

Signature

Date

Jackie Strumwasser, Executive Director

Name and Title of Authorized  
Representative

By:

Ellyn Schneider,

Date

Executive Director of Student Services



Notices to CONTRACTOR shall be addressed to:

**Jackie Strumwasser, Executive Director**

Name

The Westview School

Nonpublic School/Agency/Related Service Provider

11801 Mississippi Avenue

Address

Los Angeles Ca 90025

City State Zip

(310) 478-5544 (310) 473-5235

Phone Fax

Maria Briseno – Office Mgr.

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](mailto: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](mailto:tangle@mbusd.org)

Email

111.

**EXHIBIT A: RATES**

**CONTRACTOR** The Westview School **CONTRACTOR NUMBER** 15197 2009-2010  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$183,262.00  
 Total LEA enrollment may not exceed 5

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$120.39</u>	<u>Per Day</u>
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

(1) a. Transportation – Round Trip	<u>40.00</u>	<u>Per Day</u>
b. Transportation – One Way		
c. Transportation-Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual	<u>70.00</u>	<u>Per Hour</u>
b. Psychological Services		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	<u>60.00</u>	<u>Per Hour</u>
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech - Consultation Rate		
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	<u>75.00</u>	<u>Per Hour</u>
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy - Consultation Rate		
(9) Physical Therapy		
(10) a. Behavior Intervention – BII		
b. Behavior Intervention – BID		
Provided by: _____		
(11) Nursing Services		

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

\*\*By credentialed Special Education Teacher.

112.

**E. CONSENT CALENDAR**

21. **TITLE:** Student Services Special Employment Agreement for 2009/10 School Year with Janice H. Carter-Lourensz, M.D., M.P.H., F.A.A.P., Inc.

**BACKGROUND:** An agreement is needed between the District and Janice H. Carter-Lourensz, M.D., M.P.H., F.A.A.P., Inc., to provide educational consultant services, for the period July 1, 2009, through June 30, 2010.

**FINANCIAL IMPACT:**

Not to exceed \$3,200.00.

No change to overall budget.

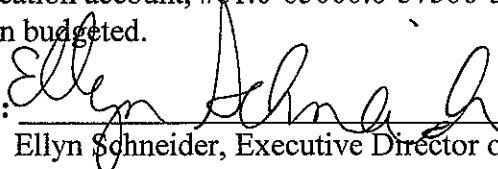
Funds to be paid from Special Education account,

#01.0-65000.0-57500-31200-5850-0000113.

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify Student Services Special Employment Agreement for 2009/10 fiscal year with Janice H. Carter-Lourensz, M.D., M.P.H., F.A.A.P., Inc. to provide educational consultant services, for the period July 1, 2009, through June 30, 2010. Amount not to exceed \$3,200.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-31200-5850-0000113. This item has been budgeted.

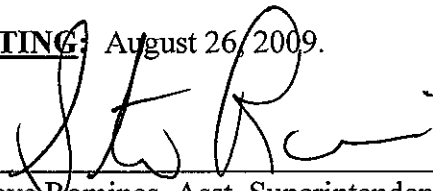
**PREPARED BY:**



\_\_\_\_\_  
Elyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 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 Janice H. Carter-Lourensz, M.D., M.P.H., FAAP, Inc. social security 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 26<sup>th</sup> day of August, 2009, and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called:

Janice H. Carter-Lourensz, M.D., MPH, FAAP, Inc.  
3136 Stanford Avenue, Marina Del Rey, Ca 90292-5529

**SERVICES TO BE RENDERED**

Said person/agency will serve/provide the following service(s): Educational Consultation, Evaluation, & Review,  
as per an IEP.

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 Not to Exceed \$3,200.00.

**DATE(S) OF SERVICE**

Said person/agency agrees to render service(s) on the following date(s) stated below:

From July 1, 2009 through June 30, 2010, under the direction of the Executive Director of Student Services.

This agreement may be terminated by either party within twenty (20) days written notice.

This agreement may be terminated without advance notice if both parties agree to do so in writing.

Educational Consultation & Evaluation  
Program

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Janice H. Carter-Lourensz, M.D., M.P.H., F.A.A.P.

01.0-65000.0-57500-31200-5850-0000051  
Account Number

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Ellyn Schneider,  
Executive Director of Student Services

**E. CONSENT CALENDAR**

22. **TITLE:** Student Services Special Employment Agreement for 2009/10 School Year with Amy Jamba, M.S., B.C.B.A., (Board Certified Behavior Analyst).

**BACKGROUND:** An agreement is needed between the District and Amy Jamba, M.S., B.C.B.A., to provide behavior analysis, as well as other behavior related services including Functional Behavior Assessment, Home Program Supervision, Program and Student Support, and Design and Supervision of Behavior Support Plans, as needed by the Student Services Department, and as specifically required by Individual Education Plans (IEP's). Contract is effective from August 27, 2009 through June 30, 2010.

**FINANCIAL IMPACT:**

Not to exceed \$72,150.00.

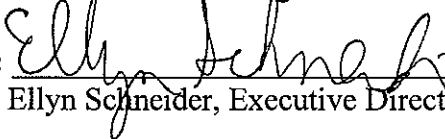
Funds to be paid from Special Education account,

#01.0-65000.0-57500-21000-5850-0000113;

This item has been budgeted.

**ACTION RECOMMENDED:** Approve Student Services Special Employment Agreement for 2009/10 fiscal year with Amy Jamba, M.S., Board Certified Behavior Analyst (BCBA), to provide behavior analysis and consultant services, from August 27, 2009, through June 30, 2010. Amount not to exceed \$72,150.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

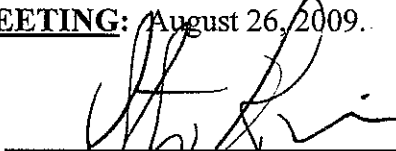
**PREPARED BY:**



\_\_\_\_\_  
Elyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 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 Jamba, Amy, M.S., BCBA social security 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 26<sup>th</sup> day of August, 2009, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called:  
Amy Jamba, M.S., BCBA  
Located at: Lomita, Ca 90717

**SERVICES TO BE RENDERED**

Said person/agency will serve/provide the following service(s): Board Certified Behavior Analysis (BCBA), Home Program Supervisor, Program & Student Support.

Including: Functional Behavior Assessments, and Design and Supervision of Behavior support plans.

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 \$325 per day for 222 days.

Not to Exceed \$72,150.00

**DATE(S) OF SERVICE**

Said person/agency agrees to render service(s) on the following date(s) stated below:

From August 27, 2009 through June 30, 2010, under the direction of the Executive Director of Student Services. This agreement may be terminated by either parties with twenty (20) days written notice.

This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-57500-21000-5850-0000113

Account Number

Amy Jamba, M.S., B.C.B.A.

Board Certified Behavior Analyst (BCBA)  
Program

Ellyn Schneider  
Executive Director of Student Services

Steven Romines, Ed.D.  
Assistant Superintendent of Administrative Services

E. **CONSENT CALENDAR**

23. **TITLE:** Independent Contractor Agreement for the Provision of Transportation Services between Administrative Services Cooperative, Inc. and the District.

**BACKGROUND:** The District is under contract with Durham Transportation for home to school transportation services. In some circumstances, it is more cost effective to transport students by taxi, with Administrative Services Cooperative, Inc. Contract is effective from July 1, 2009, through June 30, 2010.

**FINANCIAL IMPACT:**

Amount not-to-exceed \$245,000.00.

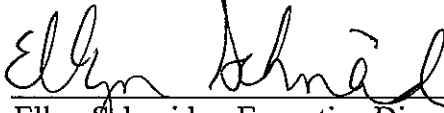
\$215,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000;

\$30,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57504-36000-5812-0000071.

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify the Agreement between Manhattan Beach Unified School District and Administrative Services Cooperative, Inc., for the provision of home to school transportation services, from July 1, 2009, through June 30, 2010. Amount not to exceed \$245,000.00. \$215,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000; \$30,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57504-36000-5812-0000071. This item has been budgeted.

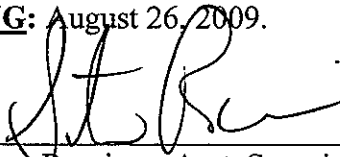
**PREPARED BY:**

  
\_\_\_\_\_

Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:

  
\_\_\_\_\_

Steve Romines, Asst. Superintendent of Admin. Services

## INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into as of July 1, 2009 between Administrative Services Cooperative ("Contractor") and Manhattan Beach Unified School District (the "District"), with the following facts:

- A. Certain special education pupils of the District require transportation during the 2009-2010 school year from their homes to the school and back.
- B. The District does not provide transportation for its special education pupils; however, the District is willing to reimburse the Contractor for the provision of such services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Contractor Services

Contractor agrees to transport the following special education pupils (the "Pupil(s)") to and from their residences to the School and back to their residences each school day during the 2009-2010 school year (to follow school calendar attached):

The contractor agrees to use reasonable efforts to coordinate with the Parents of the Pupil regarding the picking up and dropping off of the Pupil during each school day and to provide its services hereunder in such a way that the Pupil will arrive at the Center in time to avoid the Pupil's being tardy and be picked up promptly after the conclusion of the Pupil's school day. The Contractor's services provided pursuant to this Agreement are sometimes referred to herein as the "Services."

The Parent and or Pupil should notify the Contractor the day before if the Pupil is not to be picked up at the Center and the Driver should have Parental Authorization if pick up services deviate from the schedule listed.

### 2. Term

The term of this agreement shall commence on July 1, 2009 and shall terminate on June 30, 2010 unless earlier termination by the giving of thirty (30) days notice of cancellation by one party to the other.

### 3. Fees for Services

The Contractor shall be paid the agreed sum of said contract, (see attachment) which states individual costs per route per day. The Contractor shall bill the District for the



provision of the Services on a monthly basis and shall therefore be paid within thirty (30) days after the District's receipt of the Contractor's invoice for the provision of the Services for the relevant month. Each such invoice shall specify each day on which the Services were provided and which Pupils were transported in accordance with the Agreement.

#### 4. Vehicles

The Contractor agrees to supply, at its sole cost and expense, such automobiles (the "Vehicles"), as may be necessary or advisable to lawfully perform the Services. All such Vehicles shall fully comply with all applicable regulations of the Department of Motor Vehicles. The Contractor shall maintain all such Vehicles in good repair. The Contractor shall be solely responsible for all vehicles used in transporting students.

#### 5. Contractors Personnel

The contractor shall, at its sole cost and expense, provide and supervise such qualified and properly licensed personnel as required by laws and as deemed appropriate by the Contractor to perform the Services. The Vehicle shall only be used and operated by the Contractor, or persons authorized by the Contractor whose names are on file with the District. The Contractor expressly represents and warrants to the District that its personnel are skilled and properly licensed to perform the Services.

All drivers utilized under this Agreement shall be licensed and properly certified as required by appropriate California law. All drivers must pass a regular drug test and must be cleared by the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI), if applicable, with evidence that each driver has not been charged or convicted of any specified felonies. Contractor shall be able to provide School with written certification that each driver has not been charged or convicted of any specified felonies.

#### 6. Contractors Insurance

The Contractor shall at its sole cost and expense, obtain and maintain in full force and effect during the term of this agreement, general liability and automobile (common carrier) insurance issued by the insurance companies licensed to do business in California with minimum limits of One Million US Dollars (\$1,000,000.00) Combined Single Limit. The District shall be named as an additionally insured of the Policy or Policies and shall be furnished with a certificate of insurance requiring notice to District of at least thirty (30) days prior to cancellation of any such Policy or Policies.

#### 7. Assignment of Contractor's Rights

The Contractor shall have NO right to assign its rights or obligations under this Agreement, it being understood that this is a personal services contract.

8. Indemnity of the District

The Contractor hereby agrees to indemnify, defend and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney's fees and court costs) arising out of (1) any injury to any person or property sustained by the Contractor, or the Pupils, or any combination of them, in connection with the providing of the Services, however caused, and (2) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of the Contractor, or the Pupils, or any combination of them, in connection with the providing of the Services, whether said injury or damage occurs on or off District property.

9. Independent Contractors

In providing the Services, the Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. The Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. The Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, defend and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

10. Notices

All other notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District:

Ms. Ellyn Schneider  
Manhattan Beach Unified School District  
325 South Peck Avenue  
Manhattan Beach, California 90245  
Ph (310) 318-7345 ext 5913  
Fax (310) 303-3826

To Contractor:

Mr. William J. Rouse  
Administrative Services Cooperative, Inc.  
2129 W. Rosecrans Avenue  
Gardena, California 90249  
310/965-5807  
310/324-2498 (fax)

Notice of change of address shall be given by written notice in the manner detailed in paragraph 10 of this Agreement.

11. Entire Agreement

This Agreement and the attached proposal(s) constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

12. Waivers

The waiver by either party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of any provision of this Agreement.

13. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorney fees in the judgment rendered in such action.

14. Performance

Time is of the essence regarding this Agreement and all obligations to be performed under this Agreement.

15. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it, shall be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date  
\_\_\_\_\_, 2009.

DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

CONTRACTOR

By: William J. Rouse

Its: \_\_\_\_\_

ATTACHMENT 1 – Fees for Service

See attached route sheets

2009 SESSION MBUSD 9/1/09	Sch,Paxs,Date Billing Code	# Pax's	MILES- 1-WAY	Time Mins	Schedule		W/C	Car Seats	Miles	Exclusive	Proposed Rate
					AM	PM					
	MANHATTAN BEACH SCH. DIST.										
	CLU #1	2	10	45		AM/PM			55.00	\$70.00	\$125.00
	CLU #2	2	10	45		AM/PM			55.00	\$70.00	\$125.00
	EL CAMINO TR #1	1	5	35		AM/PM			27.50	\$70.00	\$97.50
	MALAGA COVE #1	2	9	35		AM/PM			49.50	\$70.00	\$119.50
	MIRALESTE INT#3	1	14	45		AM/PM			77.00	\$70.00	\$147.00
	PRAIRIE VISTA#1	1	5	25		AM/PM			27.50	\$70.00	\$97.50
	SOUTH BAY HS #1	2	8	35		AM/PM			44.00	\$70.00	\$114.00
	TORRANCE HS#1	1	7	35		AM/PM			38.50	\$70.00	\$108.50
	<b>TOTAL</b>	12	68	300					374.00	\$560.00	\$934.00

E. **CONSENT CALENDAR**

24. **TITLE:** Independent Contractor Agreement for the Provision of Transportation Services between Durham School Services and the District.

**BACKGROUND:** The contract with Durham School Services is necessary to transport students for home to school. Contract is effective from July 1, 2009, through June 30, 2010.

**FINANCIAL IMPACT:**

The estimated cost of the agreement is \$328,000.00.

\$3,000.00 in funds to be paid from Transportation of Pupil account,  
#01.0-65000.0-57300-36000-5812-0000049;

\$315,000.00 in funds to be paid from Transportation of Pupil account,  
#01.0-65000.0-57500-36000-5812-0000000;

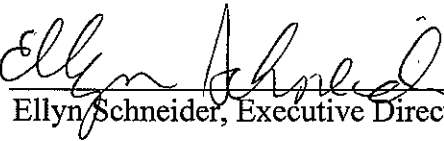
\$10,000.00 in funds to be paid from Transportation of Pupil account,  
#01.0-65000.0-57700-36000-5812-0000000.

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify the Agreement between Manhattan Beach Unified School District and Durham School Services for the Provision of Transportation Services to transport students for home to school, for the period from July 1, 2009, through June 30, 2010. Amount not to exceed \$328,000.00.

\$3,000.00 in funds to be paid from Transportation of Pupil account,  
#01.0-65000.0-57300-36000-5812-0000049; \$315,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000; \$10,000.00 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57700-36000-5812-0000000. This item has been budgeted.

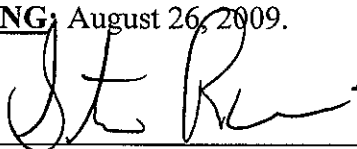
**PREPARED BY:**



Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009.

Approved by:



Steve Romines, Asst. Superintendent of Admin. Services

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
Transportation Agreement

ADDENDUM NUMBER TWELVE

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and DURHAM SCHOOL SERVICES, L.P., hereinafter referred to as "CONTRACTOR", mutually agree to amend the existing Contract for the Transportation of Pupils, dated May 10, 1995, hereinafter referred to as the "Agreement", as stated below:

1. The transportation rates for the 2009-2010 school year will remain the same as the previous year's rates. The rates are stated below:

- A. For Daily Home-to-School and Special Education Transportation Service (during the regular school year):

BUS CAPACITY	UNIT BASE RATE PER BUS TO 1.0 LIVE HOUR	UNIT BASE RATE PER BUS TO 2.0 LIVE HOURS	UNIT BASE RATE PER BUS TO 3.0 LIVE HOURS	DAILY RATE PER BUS HOUR OVER UNIT BASE RATE
16 - 20	\$219.23	\$219.23	\$219.23	\$28.37
21 - 48	\$227.37	\$227.37	\$227.37	\$29.87
49 - 66	\$228.45	\$228.45	\$228.45	\$30.45
1 - 5 W/C	\$225.35	\$225.35	\$225.35	\$29.87
6 - 10 W/C	\$238.91	\$238.91	\$238.91	\$31.22
11 - 19 W/C	\$258.25	\$258.25	\$258.25	\$31.77
TRANSIT	N/A	N/A	\$278.11	\$33.94

- B. Rates for "other transportation":

BUS CAPACITY	UNIT BASE RATE PER BUS TO 4.0 HOURS	UNIT BASE RATE PER BUS TO 5.0 HOURS	RATE PER EXCESS BUS HOUR
16 - 20	\$238.39	\$266.17	\$27.80
21 - 48	\$247.65	\$276.80	\$29.14
49 - 66	\$256.93	\$287.38	\$30.46
67 - 90	\$304.60	\$337.71	\$33.11
1 - 5 W/C	\$246.34	\$275.46	\$29.14
6 - 10 W/C	\$259.13	\$289.98	\$30.46
11 - 19 W/C	\$288.70	\$320.51	\$31.77

Time and mileage charges for all "Other" transportation trips shall begin and end at the Transportation Center.

2. Paragraph 3, TERM OF AGREEMENT, shall be revised as follows:

0245.2.2009.2009

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**  
Transportation Agreement

TERM OF AGREEMENT. The current term of the Agreement shall begin July 1, 2009 and shall end on June 30, 2010. DISTRICT and CONTRACTOR, by mutual consent, may negotiate an extension of this contract in one-year increments. Any such extension shall be evidenced by an amendment to this Agreement.

3. This Addendum is effective July 1, 2009 and is agreed to by the undersigned parties.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date written above.

**DURHAM SCHOOL SERVICES, L.P.**

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

By: Durham Holding II, L.L.C.,  
its general partner

By: *Janett Misch*  
Name: *Janett Misch*  
Title: *Vice President, Accounting*  
Date: *July 2, 2009*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



E. CONSENT CALENDAR

25. **TITLE:** Amendment to Contract C-8537 for the Provision of Transportation Services between the Los Angeles County Office of Education (LACOE) and the District as per Individual Education Plan (IEP) Mandated Home-to-School Transportation.

**BACKGROUND:** As per IEP mandate, LACOE has been requested by the District to provide home-to-school transportation services for pupils attending classes and programs operated by LACOE and/or the District. Contract is amended annually to reflect the estimated transportation costs for the next fiscal year of operation. LACOE agrees to provide 210 days of home-to-school transportation service.

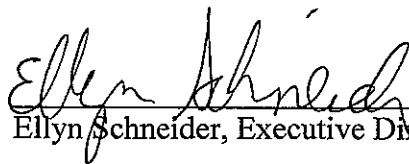
Contract has been in effect from July 1, 2007 and remains in effect through June 30, 2012. Amendment for estimated costs is effective July 1, 2009 through June 30, 2010.

**FINANCIAL IMPACT:**

The estimated cost of the agreement is \$62,000.00.  
Funds to be paid from Transportation of Pupil account,  
#01.0-72400.0-57500-36000-5811-0000000.  
This item has been budgeted.

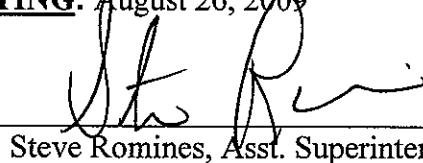
**ACTION RECOMMENDED:** Ratify Amendment to Contract C-8537 between the District and the Los Angeles County Office of Education (LACOE) that provides Individual Education Plan (IEP) mandated home-to-school transportation, to reflect estimated transportation costs for the next fiscal year of operation. Contract has been in effect since July 1, 2007 and remains in effect through June 30, 2012. Amendment reflecting estimated costs is effective July 1, 2009 through June 30, 2010. Amount not to exceed \$62,000.00. Funds to be paid from Transportation of Pupil account, #01.0-72400.0-57500-36000-5811-0000000. This item has been budgeted.

**PREPARED BY:**

  
Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** August 26, 2009

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

LOS ANGELES COUNTY OFFICE OF EDUCATION

AMENDMENT NO. 3  
TO  
CONTRACT  
FOR  
SPECIAL EDUCATION TRANSPORTATION SERVICES  
FOR  
INDIVIDUAL WITH EXCEPTIONAL NEEDS

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," mutually agree to amend the existing Contract C-8537 and Amendments thereto as follows:

- 1. The estimated amount payable to LACOE as specified in Section 3 Payment for the 2009-2010 fiscal year shall be Sixty Two Thousand Dollars (\$62,000.00) for 210 days of home-to-school transportation service.

This Amendment is effective upon execution. Any dates set forth in the original Contract and/or prior Amendment(s) shall be deemed updated/revised, if necessary, to be compatible with this Amendment. All other terms and conditions of the original Contract and/or prior Amendment(s) shall remain the same.

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

MANHATTAN BEACH UNIFIED  
SCHOOL DISTRICT

By \_\_\_\_\_  
Deborah C. Harris  
Procurement Services Manager

By \_\_\_\_\_  
\_\_\_\_\_  
Typed or Printed Name

Title \_\_\_\_\_

Date \_\_\_\_\_  
ab 6-23  
Board 7/7/09

Date \_\_\_\_\_

**E. CONSENT CALENDAR**

26. **TITLE:** Agreement for School Counseling Services between the Manhattan Beach Unified School District and the South Bay Children's Health Center for the 2009-2010 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 \$95,368. The funding for this program is provided by a grant for this purpose from the Beach Cities Health District from account 01.0 90500.0 00000 31100 5850 0000113 in the amount of \$95,368.00.

These counseling services were previously provided by the South Bay Youth Project, but as of the 2008-2009 school year, they have been provided through the South Bay Children's Health Center.

**FISCAL IMPACT:** Approval 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 in full via a grant from the Beach Cities Health District.

**ACTION RECOMMENDED:** Approval by the Board

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

**DATE OF BOARD MEETING:** August 26, 2009

**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, 2009, until September 30, 2010, 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 \$95,368. 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.

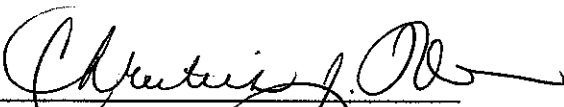
- 9 **Modifications.** Any change or modification to the contract can only be done upon thirty (30) days notice and a writing signed by both parties.
10. **Severability.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**E. CONSENT CALENDAR**

27. **TITLE:** Approve Consultant Agreement with Mr. Matthew McLellan for Information Technology Consulting Services

**BACKGROUND:** The Manhattan Beach PTAs/PTSAs are funding online student registration through a partnership with Infosnap, Inc. A key component of the online registration process is the transfer of data from Infosnap into the District's Aeries student information system. Unfortunately, Aeries representatives are unwilling to assist the District in the data transfer as they are developing a similar online registration product for release in the future. Mr. Matt McLellan, former Aeries programmer and current Aeries consultant, is available and willing to assist the District with the data transfer from Infosnap to Aeries.

Mr. McLellan will be paid at a rate of \$100.00 per hour not-to-exceed thirty total hours or \$3,000.00 total payment.

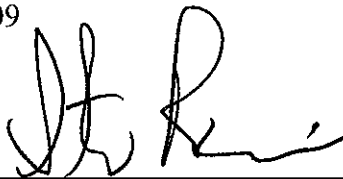
**ACTION RECOMMENDED:** Approve consultant agreement between the Manhattan Beach Unified School District and Mr. Matthew McLellan, to be paid from account #01.0-41100.0-11100-10000-1165-0000112, Title V, at a rate of \$100.00 per hour not-to-exceed a total of \$3,000.00, for facilitation of data uploading from Infosnap to Aeries from July, 2009 through June, 2010.

**FISCAL IMPACT:** Mr. McClellan's fees will be paid out of Title V, Innovative Strategies. There will be no impact on the general fund.

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

**DATE:** August 26, 2009

**BUDGET APPROVED BY:**



Steven Romines, Ph.D., Asst. Supt., Admin. Svcs.

**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

Matthew McLellan 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.)

Information Technology Consulting Services  
(Program/Project)

This service does \_\_\_\_\_ does not  require direct contact with students.

WITNESSETH:

THEREFORE, this agreement is made and entered into this 26<sup>th</sup> day of August 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, \$ 100.00 per hour, not to exceed \$ 3,000.00.

DATES OF SERVICE

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

July, 2009 through June, 2010

01.0 41100.0 11100 10000 1165 0000112  
(Account No.) Title V, Innovative Strategies

\_\_\_\_\_  
(Asst. Supt., Admin. Svcs.)

\_\_\_\_\_  
(Exec. Dir., Ed. Svcs.)

\_\_\_\_\_  
(Consultant Signature)

Warrant to be mailed to:

Matthew McLellan

134 Monte Vista Ave., Unit A

Costa Mesa, CA 92629

134.



## **Matt McLellan**

134 Monte Vista Ave, Unit A Costa Mesa, CA 92629

(714) 609-2121

[mattemc@gmail.com](mailto:mattemc@gmail.com)

### **Summary:**

Highly motivated and knowledgeable professional with experience in a wide variety of working environments ranging from small companies to large school districts. Excellent communicator with proven leadership skills, capable of multi-tasking and delivering the highest quality output in an efficient and timely manner.

### **Professional Experience:**

*Information Technology Consulting Services*

*Ongoing*

**Consultant** – Retained by various firms and individuals to provide services drawing on my varied experience from specific software knowledge to business development. Projects vary from programming tasks, implementation assistance, data conversion, and end user training.

*Evisions, Irvine, CA*

*May 2005 to Present*

**Client Development Manager** – Part of the marketing and sales team responsible for selling existing software products and bringing new products to market. The position includes: Project management, helping clients implement solutions; Marketing, research of new markets, brochure design, and developing a comprehensive marketing plan; Sales, obtaining new clients through product presentations and trade shows.

*Eagle Software, Santa Ana, CA*

*October 1999 to April 2005*

**Project Manager** – Responsible for a myriad of tasks that span all functionalities of business such as customer implementations, internal network projects, product marketing and branding.  
**Senior Programmer/Analyst** – Maintain the ongoing and changing needs of our customer base. Design, program, and direct Software and Systems development to enhance the performance and functionality of our products. Assist sales representatives in top level technical support of software sales.

**Network Administrator** – Implement and maintain internal network systems including employee systems, mail servers, network storage systems, Terminal Servers, ASP services, and tape backups. Primarily responsible for building and maintaining a strong, secure, and reliable network, on which the company's day to day operations are dependant.

**Data Conversion Specialist** - Develop programs to transfer data from multiple formats into Access and SQL databases. Manage and facilitate the needs of both customers and internal departments in the data conversion process.

*Plumas District Hospital, Quincy, CA*

*January 2001 to June 2001*

**EMT Internship** – Ambulance and Emergency Room medical technician responsible for assisting in patient care. Influential experience that greatly increased interpersonal and communication skills. Required the ability to make timely critical decisions based on instinct, training, and skill. Increased ability to handle pressure, multitask, and manage time effectively between issues.

*RDR Marketing, Inglewood, CA*

*November 1998 to June 1999*

**Network Manager** – Managed a network of 25 systems. Managed implementation of a new Internet circuit for office access. Responded to various company needs including printing, automated faxing, networking, and supporting all departments with technical issues.

**Database Administrator** – Responsible for maintaining and upgrading client databases. Developed new automated way to extract data from remote client machines. Designed solutions specifically tailored towards each individual customer.

*Manhattan Beach Unified School District, CA*

*June 1997 to August 1999*

**Network Technician** – Part of a team responsible for a network of over 2,500 systems. Assisted in the implementation of a Wide Area Network over private fiber between nine sites. One of two technicians responsible for bringing a new middle school online. Supported a teaching staff of over 500 and an Administrative staff of over 150. Responsible for providing both onsite as well as phone support to all levels of users.

### Education:

B.S. Business Management - Pepperdine University, Malibu, CA

A.A. Recreation Leadership - Feather River College, Quincy, CA

### Skills:

- Expert knowledge in:
  - Aeries, by Eagle software – Enterprise and distributed versions
  - Visual Basic
  - Microsoft Access (all versions)
  - Database administration (including advanced SQL knowledge)
  - Data conversion
  - Systems integration
  - Active Directory
  - Terminal Services
  - Microsoft Windows (95, 98, 2000, NT, XP, 2003)
  - Microsoft Office (Word, Excel, PowerPoint, Visio, Publisher)
  - Veritas Back Up Exec
  - Adobe: Photoshop, PageMaker, Illustrator, Acrobat
  - Microsoft trained in Visual Studio 2005
  - More than eight years experience in network administration and maintenance
  - Six years experience software development

### Other:

- Achieved rank of Eagle Scout in 1998.
- Hobbies include: Backpacking, Mountaineering, Beach Volleyball, Judo

**E. CONSENT ITEMS**

28. **TITLE:** Resolution #2009-21, Temporary Assignment for Departmentalized Classes

**BACKGROUND:** The California Education Code 44256(b) allows the governing board of a school district by resolution to authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in the departmentalized classes or to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or 6 upper division or graduate units, of coursework at an accredited institution in each subject taught.

**ACTION RECOMMENDED:** Approve Resolution #2009-21, Temporary Assignment for Departmentalized Classes.

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

**DATED:** August 26, 2009

AGENDA NOTE

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**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**  
**TEMPORARY ASSIGNMENT FOR DEPARTMENTALIZED CLASSES**  
**Resolution #2009-21**

WHEREAS, the Manhattan Beach Unified School District recognizes the need for and the benefit derived from instruction by qualified teachers; and

WHEREAS, the Manhattan Beach Unified School District desires to provide for student instruction in situations of a temporary nature in which a teacher with the appropriate credential is not available to the school district; and

WHEREAS, California Education Code 44256(b) allows the governing board of a school district by resolution to authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in the departmentalized classes or to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or 6 upper division or graduate units, of coursework at an accredited institution in each subject taught; and ,

**THEREFORE, BE IT RESOLVED THAT:**

For the purposes of extending approval and authorization and because teachers have given their written permission and have met the requirements of California Education Code 44256(b) the Governing Board of the Manhattan Beach Unified School District, with written permission from the teachers, authorizes and approves instruction in seventh grade Social Science by Ms. Roberta Schreiner and Judy Simon; instruction in sixth, seventh and eighth grade Spanish by Ms. Monica Turney, and instruction in seventh grade science by Ms. Patricia Ware. This approval and authorization shall be in effect for the 2009-2010 school year.

PASSED AND ADOPTED this 26th day of August 2009, by the Governing Board of the Manhattan Beach Unified School District of Los Angeles County, California, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

I, \_\_\_\_\_ Secretary to the Governing Board of the Manhattan Beach Unified School District of Los Angeles County, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

\_\_\_\_\_  
Secretary to the Board of Trustees of the  
Manhattan Beach Unified School District

**E. CONSENT ITEMS**

29. **TITLE:** Resolution #2009-22, Assignment for Departmentalized Classes (Ed. Code 44263)

**BACKGROUND:** The California Education Code 44263 allows the governing board of a school district by resolution to authorize the holder of a teaching credential to teach with the teacher's consent a departmentalized class if the teacher has completed eighteen semester units of coursework, or nine semester units of upper division or graduate course work, in the subject to be taught.

**ACTION RECOMMENDED:** Approve Resolution #2009-22, Assignment for Departmentalized Classes (Ed. Code 44263)

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

**DATED:** August 26, 2009

AGENDA NOTE

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**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
ASSIGNMENT FOR DEPARTMENTALIZED CLASSES  
Resolution #2009-22**

WHEREAS, the Manhattan Beach Unified School District recognizes the need for and the benefit derived from instruction by qualified teachers; and

WHEREAS, the Manhattan Beach Unified School District desires to provide for student instruction in situations of a temporary nature in which a teacher with the appropriate credential is not available to the school district; and

WHEREAS, California Education Code 44263 allows the governing board of a school district by resolution to authorize the holder of a teaching credential to teach with the teacher's consent a departmentalized class if the teacher has completed eighteen semester units of coursework, or nine semester units of upper division or graduate course work, in the subject to be taught; and

**THEREFORE, BE IT RESOLVED THAT:**

For the purposes of extending approval and authorization and because a teacher has given his written permission and has met the requirements of California Education Code 44263, the Governing Board of the Manhattan Beach Unified School District, with written permission from the teacher, authorizes and approves instruction in Health by Mr. James Beaumont; instruction in Art 3-8 by Mr. Allen Hillger, and instruction in Pre Algebra and Algebra AB by Mr. Rocky Wilson. This approval and authorization shall be in effect for the 2009-2010 school year.

PASSED AND ADOPTED this 26<sup>th</sup> day of August 2009 by the Governing Board of the Manhattan Beach Unified School District of Los Angeles County, California by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

I, \_\_\_\_\_ Secretary to the Governing Board of the Manhattan Beach Unified School District of Los Angeles County, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

\_\_\_\_\_  
Secretary to the Board of Trustees of the  
Manhattan Beach Unified School District

E. **CONSENT CALENDAR**

30. **TITLE:** Consultant Agreement for Melissa Kay, Counseling Services at MCHS

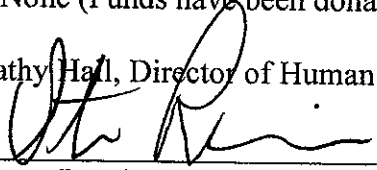
**BACKGROUND:** Melissa Kay holds a Masters degree in Marriage and Family Counseling. She worked at Mira Costa since 2004 through a contract with Beach Cities Health District and Project Touch and as a consultant for the 2008 – 2009 school year. She has worked with teachers and faculty to help students manage crisis situations, addiction, and family and social relationships. She also helped students cope with any emotional or behavioral issues which often negatively affected academic progress. The Mira Costa Grad Night Committee generously donated monies to allow Melissa Kay to again provide services to Mira Costa students. She will be paid at the rate of \$37.00 per hour from September 2, 2009, to June 23, 2010, not to exceed \$3,000.00.

**ACTION RECOMMENDED:** Approve consultant agreement for Melissa Kay to provide counseling services for the students of Mira Costa High School from September 2, 2009, through June 23, 2010, at an hourly rate of \$37.00 not to exceed \$3,000.00 and to be charged to Acct. #01.0-90200.0-00000-31100-5850-9000400.

**FISCAL IMPACT:** None (Funds have been donated for this service)

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

**APPROVED BY:**

  
Steve Romines

Assistant Superintendent, Administrative Services

**DATE:** August 26, 2009

AGENDA NOTE

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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 **Melissa Kay** whose last four digits of her social security number are **1643**, and 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:

**WITNESSETH:**

THEREFORE, this agreement is made and entered into the 26<sup>th</sup> day of August 2009, by and between the Manhattan Beach Unified School District and the above named person, hereinafter called **Consultant**.

**SERVICES TO BE RENDERED**

Said person will serve as a **Consultant, Counselor at Mira Costa High School**

This service **does X** does not \_\_\_ require direct contact with students.

---

**PAYMENT TO BE MADE BY THE DISTRICT**

In consideration of the services to be rendered, the District agrees to pay at the rate of **\$37.00** per hour, and not to exceed **\$3,000.00** for services rendered.

**DATES OF SERVICE:**

Said person agrees to render services on the following date or dates stated below:

**September 2, 2009, through June 23, 2010**

**01.0-90200.0-00000-31100-5850-9000400**

(Account Number)

\_\_\_\_\_  
Consultant, Lecturer, Etc.

*Kathy Hall*

\_\_\_\_\_  
Kathy Hall, Director of Human Resources

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



**E. CONSENT ITEMS**

**TITLE:** Personnel Items

**BACKGROUND:** The Personnel items listed on the agenda for the meeting of August 26, 2009, are standard. The personnel lists are attached.

**ACTION RECOMMENDED:** Approval is recommended.

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

**DATE OF BOARD MEETING:** August 26, 2009

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

**NEW CERTIFICATED EMPLOYEES  
2009 – 2010**

<b>NAME</b>	<b>SITE</b>	<b>STATUS</b>	<b>COLUMN</b>	<b>STEP</b>	<b>% of TIME</b>
Ackerman, Patricia	Preschool	PROB	5	5	62.50%
Bituin, Jennifer	Preschool	PROB	4	5	62.50%
Bui, Haily	Mira Costa	PROB 1	4	4	60%
Calderon, Roberto	Mira Costa	PROB 1	6	8	100%
Cavallaro, Kathryn	Elem. Music	PROB 1	2	4	100%
Davis, Mike	MBMS	TEMP	4	2	100%
Gutierrez, Jr., Robert	MBMS	TEMP	4	1	83.30%
Kang, Vianney	Mira Costa	PROB 1	6	2	100%
Naves, Edward	MBMS	PROB 1	4	6	49.98%
Park, Peter	Mira Costa	PROB 1	6	14	100%
Petersen, Jennifer	Grand View	TEMP	4	1	100%
Piorek, David	Mira Costa	TEMP	3	1	100%
Simonsen, Mary	Pacific	PROB 1	6	15	100%
Wachell, Nicole	Mira Costa	TEMP	4	2	100%
Wolberg, Kristin	MBMS	TEMP	4	2	66.64%

**REINSTATEMENT OF CERTIFICATED STAFF  
2009-2010**

Page 1

NAME	SITE	STATUS	COLUMN	STEP	% OF TIME
Amaral, Jeff	MBMS	PERM	4	3	100%
Braunecker, Don	MBMS	PERM	6	14	100%
Brown, Megan	Pacific	PERM	2	4	100%
Brownsen, Mars	MBMS	PROB 2	4	4	100%
Claytor, Suzanne	Grand View	PERM	4	3	100%
Cubillos, Deborah	Meadows	PERM	4	4	100%
Daughdrill, Evon	Grand View	PERM	4	3	100%
DeAlba, Amanda	Pennekamp	PERM	5	4	100%
Duncan, Kiley	Grand View	PERM	4	3	100%
Emhof, William	MCHS	PROB 2	6	7	100%
Farris, Karen	Grand View	PERM	4	12	100%
Fulton, Dawn	Grand View	PERM	2	10	100%
Gallagher, Donna	MCHS	TEMP	6	27	60%
Garona, Marissa	Grand View	PERM	4	3	100%
Genut, Shawn	MBMS	PERM	5	12	100%
Gladstone, Terry	Grand View	PERM	4	3	100%
Granger, Jennifer	Pacific	PERM	1	4	100%
Henderson, David	MCHS	PROB 2	6	7	100%
Henderson, Shannon	Robinson	PERM	3	3	100%
Hernandez, Michael	MCHS	PERM	6	11	100%
Holland, Drew	MCHS	PROB 2	4	2	100%
Howerton, Quincy	MCHS	TEMP	3	2	100%
Kellogg, Jody	MBMS	PROB 1	4	2	66.64%
Lemmerman, Danielle	Robinson	PERM	4	4	100%
Miko, Christopher	Meadows	PERM	1	3	100%
Miles, Dawn	Grand View	PERM	6	4	100%
Mitchell, Stephanie	Grand View	PERM	5	3	100%
Olson, Brittney	MCHS	TEMP	4	2	100%
Romines, Garrett	Pennekamp	PERM	6	7	100%
Sam, Marie-France	MCHS	PROB 2	3	5	60%
Simon, Jennifer	Meadows	PERM	4	3	100%
Skalkottas, Zamira	MCHS	PERM	6	4	100%
St. John, Kathleen	Meadows	PERM	4	3	100%
Thomson, Lauren	MCHS	PERM	4	3	100%
Thornton, Wendy	MCHS	TEMP	4	3	100%
VanderPoole, Anne	Pennekamp	PERM	1	4	100%
Wallace, Katie	Pacific	PERM	4	4	100%
Whalley, Heather	Robinson	PERM	3	4	100%

**REINSTATEMENT OF CERTIFICATED STAFF  
2009-2010**

Page 2

<b>NAME</b>	<b>SITE</b>	<b>STATUS</b>	<b>COLUMN</b>	<b>STEP</b>	<b>% OF TIME</b>
Wheeler, Susan	Meadows	TEMP	4	9	100%
Williams, Sara	MCHS	PROB 2	6	4	100%
Woodie, Jennifer	MCHS	PERM	6	10	100%

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E. CONSENT ITEM

40. TITLE: Approve District Website Design, Support and Maintenance Bid/Proposal with Deltree Integration, LLC, Adam S. Geczi, Owner.

BACKGROUND: The District is in need of updating its website. Several firms and interested community members have provided ideas, direction and bids to accomplish this task. After several months of review, staff is recommending the Board approve Deltree Integration, LLC, Adam S. Geczi, Owner, 1225 W. 190<sup>th</sup> Street, Gardena, CA 90248, 424-233-1760 and 424-203-3059 fax, as the contractor to develop and maintain a new website for the district.

The stated timeline for the updated website is one month from approval of the bid/proposal.

The fee structure of \$4,625 includes development of the website and the first year hosting and maintenance fees. Subsequent years, the annual fee for hosting and maintenance will be \$665 with the caveat that should support calls exceed 75 in a year, a \$15 fee per call will be charged for each call over the 75 included in the annual fee. Normal and reasonable out of pocket expenses will be reimbursed.

ACTION RECOMMENDED: Approve District Website Design, Support and Maintenance Bid/Proposal with Deltree Integration, LLC, Adam S. Geczi Owner.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: August 26, 2009

## MBUSD Website Development Bid/Proposal

### Scope of Project

This professional consulting engagement includes a complete site graphic redesign and reorganization of website, additional database management routines, and complete content interface, (PDF, doc, link, email), upgrades based upon site user input.

Restructure and reorganize site data/information for improved accessibility. Separate site areas for school sites (limited content), district employees, school board agendas and minutes, Bond Oversight meeting agendas and minutes, and employment opportunities, are immediate examples of what will be available to the public. The Site will be an easy to navigate graphic interface designed to optimize user experience and access to relevant information.

This custom site design will be based on client input. Art direction (exclusive of flash enhancement) will be based on CSS technology and custom graphics. The end product to be delivered to the District will be a professional state of the art website that is representative of the best business practices of MBUSD.

Annual Site content management areas include but are not limited to public announcements, documents, links, and contact management. Approved District personnel will be assisted in making content changes quickly without technical support, thereby increasing relevance and reducing maintenance costs. Ongoing training and support will be immediately available.

### Price and Terms

- Contract Price for development, including first years Hosting and Maintenance/Support fee \$4,625.
- Annual Hosting Fee \$200. Annual Maintenance/Support fee \$465.
- Payment Schedule: Total Due Upon Completion and Acceptance by client.
- Annual Maintenance/Support includes up to 75 support calls per contract year; additional calls will be charged \$15 per occurrence, payable at end of each contract year.

### Contractor Information

Deltree Integration, LLC provides internet, database, and graphic design services to small and medium-sized businesses located in the United States. It is owned by Adam Geczi, 1225 W. 190<sup>th</sup> Street, Suite 340, Gardena, Ca. 90248, 424-233-1760 office, 424-203-3059 Fax.

E. CONSENT ITEM

41. TITLE: Approval of Signatories for Bank of America Revolving Cash Account and Cash Clearing Account

BACKGROUND: The District needs to amend and update the approved signatory list for the revolving cash account and cash clearing account.

ACTION RECOMMENDED: Amend the approved signature list for the following accounts with the Bank of America: 0064-80151 (revolving cash account) and 00649-80152 (cash clearing account) to include Carolyn Seaton and Ellyn Schneider.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: August 26, 2009

**E. CONSENT ITEMS**

42. **TITLE:** Business

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

We have received gifts from: Chevron

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

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** August 26, 2009

AGENDA NOTE    AGENDA NOTE    AGENDA NOTE



<b>Donor</b>	<b>Description</b>	<b>Site Donated To</b>
Chevron	\$778.71 for Kinderthon Tshirts	District

**E. CONSENT ITEM**

43. **TITLE:** Developer Fees

**BACKGROUND:** The attached material details the District's share of Developer Fees collected during the month of July, 2009. The total received for the month of July is \$20,011.47.

**ACTION RECOMMENDED:** No action is recommended.

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** August 26, 2009

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

DEVELOPER FEES  
July-09

<u>DATE</u>	<u>ADDRESS</u>	<u>ADDITION/ NEW CONSTRUCTION</u>	<u>SQUARE FOOTAGE</u>	<u>AMT PAID</u>
July				
1	132 18th St	New Construction	2355	6,193.65
6	869 5th St	Addition	611	1,606.93
8	621 33rd St	New Construction	1742	4,581.46
9	2617 Sepulveda Blvd	New Const-Comm	2091	878.22
13	1412 Walnut Ave	New Construction	1797	4,726.11
22	598 35th St	Addition	770	2,025.10

Total: \$20,011.47

153.

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

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

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

2009/10	
July	20,011.47
August	
September	
October	
November	
December	
January	
February	
March	
April	
May	
June	
<b>2009/10 Total</b>	<b>20,011.47</b>

**G. BOARD BUSINESS**

1. **TITLE:** Accept the Resignation of Rafael Menkes from the Bond Oversight Committee (BOC) and Accept the Recommendation to Appoint Timothy Flake to Fill the Vacant Position for the Remaining Time Left on the Two-Year Term.

**BACKGROUND:** Rafael Menkes resigned as a member of the BOC because of a required relocation out of the area. After a review of applications by Bill Fournell and Ida VanderPoote, board representatives to the BOC, the recommendation for replacement was Timothy Flake. Mr. Flake's resume, profile and application are included for your information.

**ACTION RECOMMENDED:** Accept the Resignation of Rafael Menkes from the Bond Oversight Committee (BOC) and accept the recommendation to appoint Timothy Flake to fill the vacant position for the remaining time left on the two-year term.

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** August 26, 2009

# Timothy E. Flake

Director  
P 213-243-1028  
F 213-243-1011  
tflake@huronconsultinggroup.com



Tim has over 20 years of financial management and consulting experience, both with public and private companies. His areas of concentration include strategic planning, business turnaround, mergers and acquisitions, acquisition integration, systems implementations, new product introductions, product management, and profitability improvement. He has extensive project management experience.

## Professional experience

Tim began his career at Arthur Andersen, with a heavy emphasis on manufacturing and consumer products organizations. After seven years in public accounting, he has held various senior management roles including corporate Controller and VP of Finance.

Tim's resume includes financial management positions with the following organizations:

- Arthur Andersen (Chicago and Los Angeles)
- Hunt-Wesson (division of Con Agra)
- Coca-Cola Enterprises (Los Angeles and Atlanta)
- New World Pasta
- Rembrandt Photo Services

Prior to joining Huron, Tim was the Director of Reporting and SAP Project Lead at Coca-Cola Enterprises. During the Company's transition of financial systems over 24 months, he successfully managed the finance and reporting implementation for all North American divisions, European divisions, and corporate departments.

Tim's industry background includes significant manufacturing and consumer products experience, as well as exposure to real estate valuation and financial services.

From both his public and private experiences, Tim has been involved with several acquisition due diligence initiatives, which have also led to acquisition integration.

Tim has been exposed for several years to SEC regulation and reporting.

From both the public and private sides, Tim has been continuously exposed to changing environments, in which the businesses have acquired, reorganized, or expanded through product launches in order to grow the business. Tim has played an integral part in the changes of several businesses. Tim has held positions in both senior financial management and strong operational management.

Tim has lead projects, both for Arthur Andersen clients and internal management, to perform audits of construction projects (during construction and post-completion). He has also lead real estate valuation projects for purposes of loan loss reserve analysis.

During his tenure with Huron, he has directed a fraud investigation, two large multi-year restatement projects, and M&A efforts (including arbitration. He has been deposed by the SEC.

## Education and certification

- Bachelor of Science in Accounting, Indiana University, Bloomington, Indiana
- Certified Public Accountant
- Certified Fraud Examiner

**G. BOARD BUSINESS**

2. **TITLE:** Receive for First Reading and Adoption revised Exhibit, E1312.4 (a), Williams Uniform Complaint Form

**BACKGROUND:** Eliezer Williams, et al., vs. State of California, et al., was filed as a class action in 2000 in San Francisco County Superior Court. The plaintiffs included nearly 100 San Francisco County students who filed suit against the State of California and state education agencies, including the California Department of Education (CDE). The basis of the lawsuit was that the agencies failed to provide public school students with equal access to instructional materials, safe and decent school facilities, and qualified teachers.

The case was settled in 2004. As a result of that settlement, all districts were required to adopt and implement changes in the Uniform Complaint process by January, 2005. *Education Code* Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. *Education Code* Section 37254 requires each school serving students in grades 10-12 to assure student eligibility for assistance in preparing for the California high school exit exam after grade 12.

Part of the implementation of the Valenzuela Settlement (Assembly Bill 347) requires that school districts who receive intensive instructions funds post a notice in all classrooms for all parents/guardians, pupils and teachers of their rights to complain and provide a complaint form at all schools with Grades 10 to 12 regarding possible insufficient instructional material, unclean and/or unsafe school facilities, teacher vacancies and/or misassignments AND/OR lack of opportunities to receive intensive instruction and services for pupils who have not passed one or both parts of the high school exit examination by the end of the 12th grade.

Attached is Exhibit E1312.4 (a), Williams Uniform Complaint Form, which has been revised to reflect the CDE's most recent version of the form.

**FISCAL IMPACT:** None.

**ACTION RECOMMENDED:** Adoption is requested.

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

**DATE OF BOARD MEETING:** August 26, 2009

**AGENDA NOTE**

**AGENDA NOTE**

**AGENDA NOTE**



Manhattan Beach Unified School District

325 South Peck Avenue  
Manhattan Beach, CA 90266  
310: 318-7345

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURE

E 1312.4(a)

WILLIAMS/UNIFORM COMPLAINT FORM  
For Education Code Section 35186 Complaints

Note: ~~AB 2727 (Ch. 903, Statutes of 2004) amended Education Code 35186 to create a procedure for the filing of complaints concerning deficiencies in instructional materials, teacher vacancy or misassignment, and maintenance of facilities. The following form contains elements required by Education Code 35186. Education Code 35186 requires that complaints be filed with the principal or his/her designee and that the complaint form specify the location for filing the complaint.~~

**Education Code (EC) Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.**

**The complaint and response are public documents as provided by statute.** Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below: **the following contact information:**

Response requested?  Yes  No

Name (Optional): \_\_\_\_\_

Mailing Address (Optional): \_\_\_\_\_

Phone Number: Day (Optional): \_\_\_\_\_ Evening (Optional): \_\_\_\_\_

Issue(s) of the complaint (please check all that apply):

1. **Textbooks and Instructional Materials:**

- A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.
- A pupil does not have access to textbooks or instructional materials to use at home or after school to complete homework assignments. **This does not require two sets of textbooks or instructional materials for each pupil.**
- Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. **Facility Conditions:**

- ~~A condition exists that poses an emergency or urgent threat to the health or safety of students or staff as defined in AR 1312.4.~~ **A condition poses an urgent or emergency threat to the health or safety of students or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air-conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.**
- A school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
- The school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes.

3. **Teacher Vacancy or Misassignment:**

- ~~A semester begins and a certificated teacher is not assigned to teach the class.~~ **Teacher Vacancy- A semester begins and a teacher vacancy exists. (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year, or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)**
- Teacher misassignment-** A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- Teacher misassignment-** A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

4. **High School Exit Examination (For school districts who receive intensive instruction funds):**

- Pupils who have not passed the high school exit exam by the end of 12<sup>th</sup> grade were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254 (d) (4) and (5) after the completion of grade 12.**

Date(s) of Problem: \_\_\_\_\_

Location of Problem (School Name, Room Number or Location): \_\_\_\_\_

Course/Grade Level/Teacher Name (if applicable): \_\_\_\_\_

Please describe the issue of your complaint in detail. You may attach additional pages if necessary to fully describe the situation:

\_\_\_\_\_

**Please file this complaint with the principal at your school site.**

Exhibit  
adopted: January 19, 2005  
Revised: ~~March 15, 2006~~

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
Manhattan Beach, California

158.



G. **BOARD BUSINESS**

3. **TITLE:** Receive for First Reading and Adoption, revised Board Policy and Administrative Regulation 4111.2, 4211.2, 4311.2, Legal Status Requirement.

**BACKGROUND:** Manhattan Beach Unified Board Policy and Regulation 4111.2, 4211.2, 4311.2, Legal Status Requirement, are presented to the Board as revisions for first reading and adoption. This **MANDATED** policy and its regulation are revised to reflect **NEW FEDERAL REGULATIONS** which prohibit employers from accepting expired documents to verify employment authorization on Form I-9. Beginning April 3, 2009, all employers must use the revised Form I-9 developed by the U.S. Citizenship and Immigration Services.

**FINANCIAL IMPACT:** None

**ACTION:** Receive for First Reading and Adoption, revised Board Policy and Administrative Regulation 4111.2, 4211.2, 4311.2, Legal Status Requirement.

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

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

**MBUSD**

**BP 4111.2 (a)**

**4211.2**

**4311.2**

**All Personnel**

**LEGAL STATUS REQUIREMENT**

~~The district shall hire only citizens and aliens who are lawfully authorized to work in the United States. The Governing Board shall ensure that the district employs only those individuals who are lawfully authorized to work in the United States.~~

*The Superintendent or designee shall verify the employment eligibility of all persons hired by completing the U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification, for each individual hired and ensure that the district does not knowingly hire or continue to employ any person not authorized to work in the United States. (8 USC 1324a)*

*In accordance with law, the Superintendent or designee shall ensure that district employment practices do not unlawfully discriminate on the basis of citizenship status or national origin, including, but not limited to, discrimination against any refugees, grantees of asylum, or persons qualified for permanent or temporary residency.*

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4111 - Recruitment and Selection)

(cf. 4211 - Recruitment and Selection)

(cf. 4311 - Recruitment and Selection)

~~All new employees shall show appropriate documents, which certify that they are legally eligible to work in the United States, as required by law and in accordance with administrative regulation.~~

Legal Reference:

UNITED STATES CODE, TITLE 8

1324a Unlawful employment of aliens

1324b Unfair immigrant-related employment practices

**MBUSD**

**BP 4111.2 (b)  
4211.2  
4311.2**

**All Personnel**

**LEGAL STATUS REQUIREMENT**

CODE OF FEDERAL REGULATIONS, TITLE 8

274a.1-274a.14 Control of Employment of Aliens

Management Resources:

***U.S. CITIZENSHIP AND IMMIGRATION SERVICES PUBLICATIONS***

***Handbook for Employers: Instructions for Completing Form I-9, April 2009***

WEB SITES

***U.S. Citizenship and Immigration and Naturalization Service: <http://www.uscis.gov>***

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: September 5, 2007, Manhattan Beach, California

revised:

**MBUSD**

**AR 4111.2 (a)**

**4211.2**

**4311.2**

**All Personnel**

**LEGAL STATUS REQUIREMENT**

Within three business days of hire, the Superintendent or designee shall physically examine the documentation presented by the employee establishing his/her identity and employment eligibility as set forth in ~~INS~~ **U.S. Citizenship and Immigration Services Form I-9**. ~~The Superintendent or designee shall (1) ensure that the documents presented appear to be genuine and relate to the individual and (2) complete the "Employer Review and Verification" section of the Form I-9. (8 CFR 274a.2)~~ **The employee may present either an original document which establishes both employment authorization and identity or two separate original documents which establish authorization and identity. Only unexpired documents are acceptable. (8 CFR 274a.2)**

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

**The Superintendent or designee shall: (8 CFR 274a.2)**

- 1. Ensure that the documents presented appear to be genuine and relate to the individual**
- 2. Complete the "Employer Review and Verification" section and sign the attestation with a handwritten signature or electronic signature on Form I-9**

Persons employed for three days or less must provide such documentation on their first day. (8 CFR 274a.2)

If unable to provide satisfactory documentation because the document was lost, stolen, or damaged, the employee shall furnish a receipt indicating that a replacement document has been requested. This receipt must be presented within three days of the hire, and the replacement document must be provided within 90 days of the hire. (8 CFR 274a.2)

If an individual's employment authorization expires, the Superintendent or designee must reverify ~~the I-9 form~~ **Form I-9**, by noting the document's identification number and expiration date on the form, no later than the date the work authorization expires. The employee shall present a document that either shows continuing employment eligibility or a new grant of work authorization. (8 CFR 274a.2)

162.

**MBUSD**

**AR 4111.2 (b)**

**4211.2**

**4311.2**

**All Personnel**

**LEGAL STATUS REQUIREMENT**

The district shall retain ~~the I-9 forms~~ *an individual's Form I-9* for three years after the date of the hire or for one year after the date the individual's employment is terminated, whichever is later. (8 CFR 274a.2)

*(cf. 3580 - District Records)*

~~After examining the documents presented, The Superintendent or designee shall copy them. Such copies shall be retained with the individual's I-9 form.~~ *documents presented by an individual for verification and shall retain them with the individual's Form I-9.* The documents shall be kept confidential and used only as needed to help justify the district's past decision to accept the documents as valid.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

approved: September 5, 2007, Manhattan Beach, California

revised:

163.

**G. BOARD BUSINESS**

4. **TITLE:** Receive for First Reading and Adoption, revised Board Policy and Administrative Regulation 4113, Assignment.

**BACKGROUND:** Manhattan Beach Unified Board Policy and Administrative Regulation 4113, Assignment, are presented to the Board as revisions for first reading and adoption. The updated policy adds language on assignment of teachers to courses/classes on credential authorization and to elective courses when no credential authorization exists and describes local teaching assignment options.

The updated **MANDATED** regulation clarifies the circumstances when the district must verify a teacher's subject matter knowledge in order to teach a departmentalized class outside his/her credential authorization and contains a new section on "Assignment to Elective Courses Outside Credential Authorization."

**FINANCIAL IMPACT:** None

**ACTION:** Receive for First Reading and Adoption, revised Board Policy and Administrative Regulation 4113, Assignment.

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

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

**Personnel**

**ASSIGNMENT**

In order to serve the best interests of students and the educational program, the Governing Board authorizes the Superintendent or designee to assign certificated personnel to positions for which their preparation, certification, experience, and aptitude qualify them.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement *or Board policy*.

(cf. 4141/4241- Collective Bargaining Agreement)

**Assignment to Courses/Classes**

*The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.*

*When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare him/her to provide instruction in that subject*

*Teachers who are assigned to teach core academic subjects shall meet the requirements of the No Child Left Behind Act (NCLB) pertaining to qualifications of highly qualified teachers. (20 USC 6319, 7801; 5 CCR 6100-6126)*

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

*The Superintendent or designee may assign a teacher, with his/her consent, to a position outside his/her credential authorization when specifically authorized by law or regulation, and*

Personnel

ASSIGNMENT

*in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's Administrator's Assignment Manual. Assignments made pursuant to Education Code 44256, 44258.2, and 44263 shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.*

*(cf. 3580 - District Records)*

~~The Board encourages the assignment of experienced and fully credentialed teachers, including those who have attained National Board for Professional Teaching Standards certification, to schools with the greatest need to improve student achievement.~~

~~Teachers shall be assigned to teach core academic subjects in Title I and non-Title I programs in accordance with the requirements of the No Child Left Behind Act pertaining to teacher qualifications. (20 USC 6319, 7801; 5 CCR 6100-6126)~~

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

~~(cf. 6171 - Title I Programs)~~

~~The Superintendent or designee may assign holders of a credential other than an emergency permit, with their consent, to teach subjects outside their credential authorization in departmentalized classes. The Superintendent or designee shall, with the assistance of subject matter specialists, develop procedures to verify the subject matter knowledge of the teacher before any such assignment is made. (Education Code 44258.3)~~

The Superintendent or designee shall periodically report to the Board on ~~any~~ teacher misassignments or vacancies, *including the number and type of assignments made outside a teacher's credential authorization through a local teaching assignment option.* ~~He/she shall report to the Board the results of the County Superintendent's review of district misassignments and vacancies, and~~ *Whenever district misassignments and vacancies are reviewed by the County Superintendent of Schools or Commission on Teacher Credentialing, as applicable, the Superintendent or designee shall report the results to the Board and* shall provide recommendations for remedying any identified issues.

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

~~Committee on Assignments~~



**Personnel**

**ASSIGNMENT**

~~The Superintendent or designee may establish a committee on assignments which may grant approval for the voluntary assignment of full-time teachers to teach one or more elective courses outside their credential authorization in an area for which they have special skills or preparation. (Education Code 44258.7)~~

Legal Reference:

EDUCATION CODE

33126 School accountability report card

35035 Additional powers and duties of Superintendent

35186 Complaint process

~~37616 Assignment of teachers to year-round schools~~

44225.6 Commission report to the legislature re: teachers

44250-44277 Credentials and assignments of teachers

***44314 "Diversified" or "Liberal Arts" program***

44395-44398 Incentives for assigning NBPTS-certified teachers to high-priority schools

44824 Assignment of teachers to weekend classes

44955 Reduction in number of employees

GOVERNMENT CODE

3543.2 Scope of representation

CODE OF REGULATIONS, TITLE 5

6100-6126 Teacher qualifications, No Child Left Behind Act

***80003-80005 Credential authorizations***

**Personnel**

**ASSIGNMENT**

*80020-80020.5 Additional assignment authorizations*

*80335 Performance of unauthorized professional services*

*80339-80339.6 Unauthorized certificated employee assignment*

UNITED STATES CODE, TITLE 20

*6311 State plan*

6319 Highly qualified teachers

*6319 Highly qualified teachers*

*6601-6651 Teacher and Principal Training and Recruiting Fund*

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

Management Resources:

***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS***

*Revised State Plan for the No Child Left Behind Act, rev. September 2008*

***COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS***

*The Administrator's Assignment Manual, rev. September 2007*

***U.S. DEPARTMENT OF EDUCATION GUIDANCE***

*Improving Teacher Quality State Grants: ESEA Title II, Part A, rev. October 5, 2006*

# **MBUSD**

**BP 4113(e)**

## **Personnel**

### **ASSIGNMENT**

#### **WEB SITES**

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

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

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

*Santa Clara County Office of Education, Personnel Management Assistance Team:*  
*<http://www.sccoe.org/depts/pmat>*

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

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: September 5, 2007, Manhattan Beach, California

revised:

**Personnel**

**ASSIGNMENT**

~~Procedures for Verifying Subject Matter Knowledge~~

~~With the involvement of appropriate subject matter specialists, the Superintendent or designee shall develop and employ procedures for verifying the subject matter knowledge of teachers assigned to teach in departmentalized classes outside their credential authorization pursuant to Education Code 44258.3. For the purposes of these procedures, subject matter specialists are curriculum specialists, resource teachers, classroom teachers certified to teach a subject, staff to regional subject matter projects or curriculum institutes, or college faculty. (Education Code 44258.3)~~

~~(cf. 4112.2 – Certification)~~

~~(cf. 4112.21 – Interns)~~

~~(cf. 4112.22 – Staff Teaching Students of Limited English Proficiency)~~

~~(cf. 4112.23 – Special Education Staff)~~

~~Procedures to be used for this purpose shall specify: (Education Code 44258.3)~~

~~1. One or more of the following ways in which subject matter competence shall be assessed:~~

~~a. Observation by subject matter specialists~~

~~b. Oral interviews~~

~~c. Demonstration lessons~~

~~d. Presentation of curricular portfolios~~

~~e. Written examinations~~

~~2. Specific criteria and standards for verifying subject matter knowledge by any of the above methods. These criteria shall include, but need not be limited to, evidence of the individual's knowledge of the subject matter to be taught, including demonstrated knowledge of the curriculum framework for the subject and the specific content of the district's course of study for the subject at the grade level to be taught.~~

**Personnel**

**ASSIGNMENT**

~~Whenever a teacher is assigned to teach departmentalized classes pursuant to Education Code 44258.3, the Superintendent or designee shall notify the exclusive representative of the district's certificated employees. (Education Code 44258.3)~~

~~(cf. 4140/4240 - Bargaining Units)~~

~~Verification of the subject matter competence of teachers assigned to core academic subjects in Title I and non Title I programs shall be based on procedures and criteria specified in 5 CCR 6100-6115.~~

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

**Assignment to Departmentalized Classes Outside Credential Authorization**

*Any holder of a credential other than an emergency permit may be assigned, with his/her consent, to teach departmentalized classes in grades K-12 regardless of the designations on his/her teaching credential, provided that their subject matter knowledge is verified prior to the assignment. (Education Code 44258.3)*

*Procedures for verifying a teacher's subject matter knowledge shall be developed and implemented by the Superintendent or designee with the involvement of appropriate subject matter specialists, including curriculum specialists, resource teachers, classroom teachers certified to teach the subject, staff assigned to regional subject matter projects or curriculum institutes, or college faculty. (Education Code 44258.3)*

*Procedures to be used for this purpose shall specify: (Education Code 44258.3)*

*1. One or more of the following ways in which subject matter competence shall be assessed:*

*a. Observation by subject matter specialists*

*b. Oral interviews*

*c. Demonstration lessons*

*d. Presentation of curricular portfolios*

*e. Written examinations*

**Personnel**

**ASSIGNMENT**

*2. Specific criteria and standards for verifying subject matter knowledge by any of the above methods. These criteria shall include, but need not be limited to, evidence of the individual's knowledge of the subject matter to be taught, including demonstrated knowledge of the curriculum framework for the subject and the specific content of the district's course of study for the subject at the grade level to be taught.*

*(cf. 4115 - Evaluation/Supervision)*

*Whenever a teacher is assigned to teach departmentalized classes pursuant to Education Code 44258.3, the Superintendent or designee shall notify the exclusive representative of the district's certificated employees. (Education Code 44258.3)*

*(cf. 4140/4240 - Bargaining Units)*

**Assignment to Elective Courses Outside Credential Authorization**

*A full-time teacher with special skills and preparation outside his/her credential authorization may, with his/her consent and the prior approval of a district committee on assignments, be assigned to teach an elective course in the area of the special skills or preparation, excluding a course in English, mathematics, science, or social studies. (Education Code 44258.7)*

*The Superintendent or designee shall establish a committee on assignments, consisting of an equal number of teachers selected by teachers and school administrators selected by school administrators, to approve such assignments. (Education Code 44258.7)*

*Committee members shall serve a two-year term but may be reappointed using the same procedure as the initial appointment.*

*When determining whether a teacher is qualified for an assignment pursuant to Education Code 44258.7, the committee may consider the teacher's education, prior experience, observation by subject matter specialists, oral interviews, demonstration lessons, presentation of curricular portfolios, and/or written examinations.*

*Assignments approved by the committee shall be for a maximum of one school year, but may be extended by action of the committee upon application by the principal and teacher. (Education Code 44258.7)*

**Personnel**

**ASSIGNMENT**

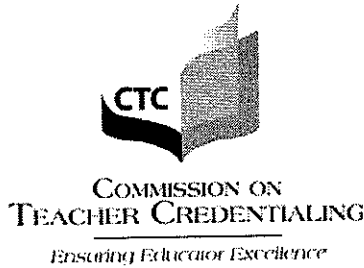
*Full-time probationary or permanent classroom teachers employed by the district prior to implementation of weekend classes shall not, without their written consent, be required to teach for more than 180 full days during a school year or for more than the number of full days during the preceding school year, whichever is greater. No teacher shall be assigned to work on a Saturday or Sunday if he/she objects in writing that such assignment would conflict with his/her religious beliefs or practices. (Education Code 44824)*

*(cf. 6176 - Weekend/Saturday Classes)*

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

approved: September 5, 2007, Manhattan Beach, California

revised:



**PRESS RELEASE**  
FOR IMMEDIATE RELEASE  
THURSDAY, AUGUST 13, 2009

## **California Leads Nation in Approving New Special Education Communication Development Teaching Authorization**

SACRAMENTO – At an August 6, 2009 public hearing, the Commission on Teacher Credentialing approved regulations for a new Communication Development authorization for teachers serving special needs students who struggle with communication and literacy. Special educators who earn this authorization can provide focused instruction that helps students with communication problems that interfere with academic achievement and social interaction.

The Commission's decision comes at a time of severe teacher shortages in the area of special education, and an increase in students who need specialized instruction. Over a period of two and a half years, the Commission held public forums throughout California, brought together an expert panel of special educators, and queried other states regarding underserved student populations, best practices and up-to-date services for special education students.

Based on the recommendation of its Special Education Workgroup and input from hundreds of California teachers, administrators, parents and others, the Commission made California the first in the nation to address the call for teachers prepared to help students develop essential communication, language, and literacy skills in a classroom setting.

The new Communication Development authorization will not meet the shortage of speech-language pathologists. There is a clear need for more speech-language pathologists who are responsible for serving students whose disabilities are of a clinical or medical nature. These services differ from those to be provided by the Communication Development teacher whose responsibility it is to assist students to achieve academic success in the core curriculum. The new Communication Development authorization will also comply with federal No Child Left Behind requirements for classroom teachers.

- MORE -



The Commission-approved regulations will now go to the Office of Administrative Law for review. Upon approval of the regulations, the Commission will develop standards to guide teacher preparation programs in developing course work and field work experiences for this new group of teacher candidates.

The Commission's advisory panel made several other recommendations related to special education credentials. The full report can be viewed at:  
<http://www.ctc.ca.gov/reports/Special-Education-Certification-Report-2007.pdf>

###

**G. BOARD BUSINESS**

5. **TITLE:** Receive for First Reading and Adoption, revised Administrative Regulation 4161.8, 4261.8, 4361.8, Family and Medical Leave.

**BACKGROUND:** Manhattan Beach Unified Administrative Regulation 4161.8, 4261.8, 4361.8, Family and Medical Leave, is presented to the Board as a revision for first reading and adoption. This regulation is revised to reflect **NEW FEDERAL REGULATIONS** which contain new provisions concerning military caregiver leave (26 weeks of unpaid leave to care for a service member with a serious injury or illness) and leave for military families to attend a “qualified exigency” (12 weeks of unpaid leave to attend to exigencies arising from a call to duty). The regulation further is revised to reflect **NEW FEDERAL REGULATIONS** which made substantial amendments to the nonmilitary leave provisions of the Family and Medical Leave Act (FMLA) including conditions if the district requires an employee to submit a fitness-for-duty certification and additional notification requirements.

**FINANCIAL IMPACT:** None

**ACTION:** Receive for First Reading and Adoption, revised Administrative Regulation 4161.8, 4261.8, 4361.8, Family and Medical Leave.

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

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

176.

**MBUSD**

**AR 4161.8(a)  
4261.8  
4361.8**

## **All Personnel**

### **FAMILY AND MEDICAL LEAVE**

#### **Definitions**

Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2)

Eligible employee means an employee who has at least 12 months of service with the district, and who has at least 1,250 hours of service with the district during the previous 12-month period. Full-time teachers are deemed to meet the 1,250 hours of service requirement. (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)

Full-time teacher means an employee whose principal function is to teach and instruct students in a class, a small group, or individual setting *and includes athletic coaches, and special education assistants such as signers for the hearing impaired.* (29 CFR 825.800)

Parent means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the employee when the employee was a child. *Parent does not include a spouse's parents.* (29 USC 2611; *CFR 825.122*; Government Code 12945.2; *CCR 7297.0*)

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either of the following: (29 USC 2611; *29 CFR 825.113, 825.114, 825.115*; Government Code 12945.2 ~~29 CFR 825.114~~)

1. Inpatient care in a hospital, hospice, or residential health care facility
2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive *full* days
  - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition

**All Personnel**

**FAMILY AND MEDICAL LEAVE**

c. For purposes of leave under Family Medical Leave Act (FMLA), any period of incapacity ~~of treatment~~ due to pregnancy or for prenatal care

*d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective*

*e. Any period of absence to receive multiple treatments, including recovery, by a health care provider*

*Spouse means a partner in marriage as defined in Family Code 300 or 1 USC 7. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse, and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (29 CFR 825.122; Family Code 297.5; 2 CCR 7297.0)*

**Eligibility**

The district shall grant family care and medical leave to eligible employees for the following reasons: (29 USC 2612; *CFR 825.112*; Family Code 297.5; Government Code 12945.2)

1. Because of the birth of a child of the employee or placement of a child with the employee in connection with the adoption or foster care of the child by the employee.
2. To care for the employee's child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition.
3. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position. However, for purposes of leave under the California Family Rights Act (CFRA), this does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
4. *To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or designated next of kin of the servicemember.*
5. *Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.*

**MBUSD**

**AR 4161.8(c)**

**4261.8**

**4361.8**

## **All Personnel**

### **FAMILY AND MEDICAL LEAVE**

The district shall not interfere with, restrain, or deny the exercise of any right provided to an eligible employee under the law. Also, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)

(cf. 4030 - Nondiscrimination in Employment)

#### **Terms of Leave**

An eligible employee shall be entitled to a total of 12 work weeks of leave during any 12-month period. (29 USC 2612; Government Code 12945.2)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

*In the case of leave taken pursuant to the FMLA for the purpose of caring for a covered servicemember with a serious injury or illness, an eligible employee shall be entitled to a total of 26 work weeks of family care and medical leave during a single 12-month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins.*

Leave taken pursuant to the ~~state~~ CFRA shall run ~~concurrently~~ **consecutively** with leave taken pursuant to the ~~federal~~ FMLA, except in the following circumstances:

1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA **only**. (Family Code 297.5)
2. Leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to **federal** family care and medical leave, an employee may be entitled to take **California** pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time, or other paid leave. Such FMLA leave shall run ~~concurrently~~ **consecutively** with any pregnancy disability leave taken by the employee, except that CFRA leave shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; **2 CCR 7297.6**)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

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**FAMILY AND MEDICAL LEAVE**

(cf. 4261.1 - Personal Illness/Injury Leave)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not ~~have~~ **need** to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. (29 USC 2612; 2 CCR 7297.3)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks. This restriction shall apply whether the parents are married, registered domestic partners, or not married. (29 USC 2612; Government Code 12945.2)

During the period of family care and medical leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. If the leave is because of the employee's own serious medical condition, the employee shall use accrued sick leave pursuant to collective bargaining agreements and/or Board policy. (29 USC 2612; Government Code 12945.2)

**Intermittent Leave/Reduced Leave Schedule**

Leave related to the serious health condition of the employee or his/her child, parent, spouse, or registered domestic partner may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious medical condition. ***However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave.*** (29 USC 2612; 2 CCR 7297.3)

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)

**MBUSD**

**AR 4161.8(e)**

**4261.8**

**4361.8**

**All Personnel**

**FAMILY AND MEDICAL LEAVE**

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

**Request for Leave**

~~If an employee's need for leave is foreseeable, the employee shall provide the district with reasonable advance notice for the leave. If an employee's need for leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval. (Government Code 12945.2) An employee shall provide at least verbal notice sufficient to make the district aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)~~

*Based on the information provided by the employee or his/her spokesperson, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)*

*When the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the district with at least 30 days advance notice before the leave. The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7297.4)*

*When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. (2 CCR 7297.4)*

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**Certification of Health Condition**

A request by an employee for family care and medical leave for his/her serious health condition, or to care for a child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition, shall be supported by a certification from the health care provider of the employee or such other person as applicable. The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition, the health care provider's certification of both of the following:
  - a. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, spouse, registered domestic partner, or child of the registered domestic partner
  - b. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, spouse, registered domestic partner, or child of a registered domestic partner
4. If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to *work at all or is unable to* perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

*At the time of the employee's request for leave or within five business days, the Superintendent or designee shall request that the employee provide certification of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable*



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**FAMILY AND MEDICAL LEAVE**

*under the particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)*

*When the employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA-eligible, the district shall notify the employee within five business days whether the leave is FMLA-eligible. The district may also retroactively designate leave as FMLA/CFRA as long as there is no individualized harm to the employee. (29 CFR 825.301)*

If the ~~district~~ *Superintendent or designee* doubts the validity of a certification that accompanies a request for leave, the district may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the ~~district~~ *Superintendent or designee* may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2)

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above. (29 USC 2613; Government Code 12945.2)

**Fitness for Duty Upon Return to Work**

*Upon expiration of leave taken for his/her own serious health condition, an employee who takes family care and medical leave for ~~their~~ his/her own serious health conditions shall present certification from ~~the~~ his/her health care provider to the effect that ~~they are~~ he/she is able to resume work.*

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

**Rights to Reinstatement and Maintenance of Benefits**

Upon granting an employee's request for family care and medical leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (29 USC 2614; Government Code 12945.2)

**MBUSD**

**AR 4161.8(h)**

**4261.8**

**4361.8**

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### **FAMILY AND MEDICAL LEAVE**

*However*, the district may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply: (29 USC 2614; Government Code 12945.2)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. ~~If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time or if the employee is terminated for reasons unrelated to the leave, he/she is not entitled to reinstatement, provided the district has no continuing obligations under a collective bargaining agreement or otherwise. If an employee is laid off or was hired for a specific term or to perform work on a discrete project during the leave period, he/she is not entitled to reinstatement or maintenance of group health plan benefits, provided the district has no continuing obligations under a collective bargaining agreement or otherwise.~~ (29 CFR 825.216; 2 CCR 7297.2)

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

During the period when an employee is on family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (29 USC 2614; Government Code 12945.2)

For a period of 12 weeks, the district shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. ~~If the employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence, or onset of a serious health condition, other circumstances beyond his/her control, or returns to work and fails to either work for 30 days or~~

**MBUSD**

**AR 4161.8(i)**

**4261.8**

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**FAMILY AND MEDICAL LEAVE**

~~retires, the employee shall reimburse the district for premiums paid during the family care and medical leave.~~ *The employee shall reimburse the district for premiums paid during the family care and medical leave if he/she fails to return to district employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond his/her control.* (29 USC 2614; Government Code 12954.2; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on family care and medical leave, he/she shall be entitled to continue to participate in other employee benefit plans including life *insurance*, short-term or long-term disability *insurance*, ~~or~~ accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2)

**Military Caregiver Leave**

*29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of leave during a "single 12-month period." According to the Department of Labor's Military Leave Provisions of the FMLA Frequently Asked Questions, if an employee does not use the entire 26-week entitlement, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.*

*The district shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to the up to 12 weeks of leave that may be taken for other FMLA qualifying reasons, but rather is inclusive of such 12 weeks. (29 USC 2611, 2612; 29 CFR 825.127)*

*Covered servicemember means a current member, or member who is on the temporary disability retired list, of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty while on active duty*

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**AR 4161.8(j)**

**4261.8**

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*for which he/she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for that injury or illness. (29 USC 2611, 2612; 29 CFR 825.127)*

*Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)*

*Parent of a covered servicemember means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)*

*Next of kin means the nearest blood relative to that individual, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)*

*Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)*

*Serious injury or illness means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. (29 USC 2611; 29 CFR 825.127)*

*The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.*

*During the period of military caregiver leave, the district's rule specified in "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, shall apply.*

**MBUSD**

**AR 4161.8(k)**

**4261.8**

**4361.8**

**All Personnel**

**FAMILY AND MEDICAL LEAVE**

**Military Family Leave Resulting from Qualifying Exigencies**

*An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a covered military member is on active duty or call to active duty status for one or more qualifying exigencies. (29 CFR 825.126)*

*Covered military member means the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Active duty or call to active duty status means a member of the National Guard or Reserves who is under a call or order to active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. (29 CFR 825.126)*

*Qualifying exigencies include time needed to (1) address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment); (2) attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status; (3) arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings; (4) make or update financial and legal arrangements to address a covered military member's absence; (5) attend counseling provided by someone other than a health care provider; (6) spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment; (7) attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings; and (8) address any other event that the employee and district agree is a qualifying exigency. (29 CFR 825.126)*

*The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)*

*An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave which contains the information specified in 29 CFR 825.309.*

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**FAMILY AND MEDICAL LEAVE**

*The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)*

*During the period of qualified exigency leave, the district's rule specified in "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, shall apply.*

**Notifications**

~~The Superintendent or designee shall post notices about federal and state law related to family care and medical leave in a conspicuous place. Information about employee rights and obligations related to such leaves shall also be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)~~

~~At least the first time in each six-month period that an employee requests family care and medical leave, the Superintendent or designee shall provide written notice detailing specific expectations and obligations, and explaining any consequences of a failure to meet these obligations. The notice shall include: (29 CFR 825.301)~~

~~1. A statement that the leave will be counted against the employee's annual family care and medical leave entitlement~~

~~2. Any requirements for the employee to furnish medical certification of a serious health condition and the consequences of failing to provide the notice~~

~~3. The employee's right to substitute paid leave, conditions related to any substitution, and whether the district requires this substitution~~

~~4. Health benefit arrangements~~

~~5. If applicable, the employee's status as a "key employee" and information related to restoration of that status~~

~~6. The employee's right to restoration to the same or an equivalent job~~

~~7. The employee's potential liability for health benefits should the employee not return to service~~

**MBUSD**

**AR 4161.8(m)**

**4261.8**

**4361.8**

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**FAMILY AND MEDICAL LEAVE**

~~8. The district's requirement that the employee, upon return, present medical certification to the effect that he/she is able to resume work~~

*The Superintendent or designee shall provide the following notifications about state and federal law related to FMLA/CFRA:*

*1. General Notice: Information shall be posted in a conspicuous place on district premises or electronically explaining the provisions of the FMLA/CFRA and information about employee rights and obligations shall be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)*

*The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the leave, when the need for the leave is reasonably foreseeable. (2 CCR 7297.4)*

*2. Eligibility Notice: When an employee requests leave or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall provide notification, within five business days, to the employee of his/her eligibility to take such leave (i.e., whether the employee has met the months of employment, hours of service, and worksite requirements). (29 CFR 825.300)*

*3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)*

*a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement, if qualifying*

*b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification*

*c. The employee's right to substitute paid leave, whether the district will require substitution of paid leave, conditions related to any substitution, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave*

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**AR 4161.8(n)**

**4261.8**

**4361.8**

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*d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis*

*e. If applicable, the employee's status as a "key employee" and information related to restoration of that status*

*f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave*

*g. The employee's potential liability for health benefits should the employee not return to service*

*Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days, provide the employee with a Rights and Responsibilities Notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)*

*4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall provide written notification, within five business days, designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)*

*If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)*

*If the district requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify.*



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**AR 4161.8(o)**

**4261.8**

**4361.8**

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*Any time the information provided in the Designation Notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)*

**Records**

The Superintendent or designee shall maintain records pertaining to individual employees' use of family care and medical leave in accordance with law. *(29 USC 2616; 29 CFR 825.500; Government Code 12946)*

Legal Reference:

**FAMILY CODE**

297-297.5 Rights, protections and benefits under law; registered domestic partners

***300 Validity of marriage***

**GOVERNMENT CODE**

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

**CODE OF REGULATIONS, TITLE 2**

7291.2-7291.16 Sex discrimination: pregnancy and related medical conditions

7297.0-7297.11 Family Care Leave

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**AR 4161.8(p)**

**4261.8**

**4361.8**

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***UNITED STATES CODE, TITLE 1***

***7 Definition of marriage, spouse***

**UNITED STATES CODE, TITLE 29**

2601-2654 Family and Medical Leave Act of 1993

**CODE OF FEDERAL REGULATIONS, TITLE 29**

825.100-825.800 Family and Medical Leave Act of 1993

**COURT DECISIONS**

***Faust v. California Portland Cement Company, (2007) 150 Cal.App. 4th 864***

Tellis v. Alaska Airlines (9th Cir., 2005) 414 F.3d 1045

**Management Resources:**

**FEDERAL REGISTER**

***Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133***

***U.S. DEPARTMENT OF LABOR PUBLICATIONS***

***Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers***

**WEB SITES**

California Department of Fair Labor and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, ~~Compliance Assistance~~, FMLA: <http://www.dol.gov/esa/whd/fmla>

**MBUSD**

**AR 4161.8(q)**

**4261.8**

**4361.8**

**All Personnel**

**FAMILY AND MEDICAL LEAVE**

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

approved: September 5, 2007 Manhattan Beach, California

revised:

G. **BOARD BUSINESS**

6. **TITLE:** Receive for First Reading and Adoption, revised Board Policy 6146.1, High School Graduation Requirements

**BACKGROUND:** Manhattan Beach Unified District Board Policy 6146.1, High School Graduation Requirements, is presented to the Board as a revision for first reading and adoption. Recently the Board authorized several changes in personnel and programs to address the fiscal challenges facing the district. Among these actions, the Board desires to change the requirement that a student enrolled in grade 12 must be enrolled in a minimum of five (5) courses, per semester, to complete his/her course of study for graduation to four (4) courses per semester. This change was reflected in the last revision of the policy.

The Board has reconsidered its action in changing the course enrollment requirements for seniors and desires to return to prior policy which would **require a student enrolled in grade 12 to enroll in a minimum of five (5) courses unless there are extenuating circumstances that prevent him/her from attending the required number of courses.**

**FINANCIAL IMPACT:** None

**ACTION:** Receive for First Reading and Adoption, revised Board Policy 6146.1, High School Graduation Requirements

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

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

**Instruction**

**HIGH SCHOOL GRADUATION REQUIREMENTS**

The Governing Board desires to prepare all students to obtain a diploma of high school graduation to enable them to take advantage of opportunities for postsecondary education and/or employment.

- (cf. 5127 - Graduation Ceremonies and Activities)
- (cf. 5147 - Dropout Prevention)
- (cf. 5149 - At-Risk Students)
- (cf. 6143 - Courses of Study)
- (cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a diploma of graduation from high school, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Two courses in mathematics (Education Code 51225.3)

At least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I. (Education Code 51224.5)

Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall satisfy the algebra coursework requirement but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)

- (cf. 6011 - Academic Standards)
- (cf. 6142.92 - Mathematics Instruction)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

**Instruction**

**HIGH SCHOOL GRADUATION REQUIREMENTS**

4. Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

5. One course in visual or performing arts, foreign language, or American Sign Language (Education Code 51225.3)

(cf. 6142.6 - Visual and Performing Arts Education)

6. Two courses in physical education/athletics, unless the student has been exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education)

7. One semester course in health/adult living including service learning

(cf. 6142.4 - Service Learning/Community Service Classes)

8. Seventeen semesters of electives

Making a total of 230 credits.

A student enrolled in grades 9, 10, and 11 shall be enrolled in a minimum of six (6) courses, per semester, to complete his/her prescribed courses of study for graduation. A student enrolled in grade 12 shall be enrolled in a minimum of ~~four (4)~~ **five (5)** courses, per semester, to complete his/her course of study for graduation. When a student can demonstrate extenuating circumstances that prevent him/her from attending the required number of courses per semester, per year (i.e. health, family or economic reasons), the Principal/designee **and parent** must approve the modified schedule.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

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

**Instruction****HIGH SCHOOL GRADUATION REQUIREMENTS**High School Exit Examination

Each student completing grade 12 shall have successfully passed the state exit examination in language arts and mathematics as a condition of high school graduation. (Education Code 60851, 60859)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)  
(cf. 6159 - Individualized Education Program)  
(cf. 6162.52 - High School Exit Examination)

Supplemental instruction shall be offered to any student in grade 7-12 who does not demonstrate "sufficient progress," as defined in Board policy, toward passing the exit examination. (Education Code 37252, 60851)

(cf. 5148.2 - Before/After School Programs)  
(cf. 6164.2 - Guidance/Counseling Services)  
(cf. 6176 - Weekend/Saturday Classes)  
(cf. 6177 - Summer School)  
(cf. 6179 - Supplemental Instruction)

Students who have not passed one or both parts of the exit exam by the end of grade 12 shall have the opportunity to receive intensive instruction and services for up to two consecutive academic years after completion of grade 12 or until they have passed both parts of the exam, whichever comes first. (Education Code 37254)

(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 5145.6 - Parental Notifications)  
(cf. 6164.2 - Guidance/Counseling Services)

**Options for Students Not Passing the High School Exit Examination**

Upon receipt of the results of the last administration of the exit examination to high school seniors, the Superintendent or designee shall identify students who have fulfilled all local and state graduation requirements except for passage of the exit examination and shall notify them, and their parents/guardians, of the educational options offered by the district.

The Superintendent or designee shall regularly report to the Board regarding the number of students who have fulfilled all local and state graduation requirements except for passage of the exit examination and the resources that have been offered to such students.

**Instruction****HIGH SCHOOL GRADUATION REQUIREMENTS**Certificates of Completion

Students who have passed all the district's course requirements by the end of their senior year but are unable to pass the high school exit examination shall receive a certificate of completion.

The Superintendent or designee shall regularly report to the Board regarding the number of students receiving a certificate of completion and the resources that have been offered to such students.

Retroactive Diplomas

The district may retroactively grant a high school diploma to a former student who is an honorably discharged veteran of the Korean War or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding military service and he/she did not receive a diploma because his/her education was interrupted due the military service. (Education Code 51430)

In addition, the Board may retroactively grant a diploma to a deceased former student who satisfies the above conditions. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)

## Legal Reference:

## EDUCATION CODE

- 35186 Williams Uniform Complaint Procedures
- 37252 Supplemental instructional programs
- 37254 Supplemental instruction based on failure to pass exit exam by end of grade 12
- 37254.1 Required student participation in supplemental instruction
- 47612 Enrollment in charter school
- 48200 Compulsory attendance
- 48412 Certificate of proficiency
- 48430 Continuation education schools and classes
- 48645.5 Acceptance of coursework
- 51224 Skills and knowledge required for adult life
- 51224.5 Algebra instruction
- 51225.3 Requirements for graduation
- 51225.5 Honorary diplomas; foreign exchange students
- 51228 Graduation requirements



**Instruction**

**HIGH SCHOOL GRADUATION REQUIREMENTS**

- 51240-51246 Exemptions from requirements
  - 51250-51251 Assistance to military dependents
  - 51410-51412 Diplomas
  - 51420-51427 High school equivalency certificates
  - 51450-51455 Golden State Seal Merit Diploma
  - 51745 Independent study restrictions
  - 52378 Supplemental school counseling program
  - 56390-56392 Recognition for educational achievement, special education
  - 60850-60859 High school exit examination
  - 66204 Certification of high school courses as meeting university admissions criteria
- CODE OF REGULATIONS, TITLE 5
- 1600-1651 Graduation of pupils from grade 12 and credit toward graduation
- COURT DECISIONS
- O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

CSBA PUBLICATIONS

Preparing for the High Stakes of the High School Exit Exam: An Examination of Certificates of Completion, Policy Advisory, September 2005

WEB SITES

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

California Department of Education, California High School Exit Examination:

<http://www.cde.ca.gov/ta/tg/hs>

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