

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

**September 3, 2008  
6:00 p.m. Closed Session  
6:30 p.m. Regular Open Session**

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

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

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

1. Call to Order (6:00)
2. Recess to Closed Session
3. Reconvene Open Session
4. Pledge of Allegiance
5. Approval of Agenda

**B. ANNOUNCEMENTS AND COMMUNICATIONS**

1. Public Comment Regarding Agenda  
*The purpose of this section is to permit any person in the audience to make a statement to the Board of Trustees on items on the Agenda. Persons are limited to three (3) minutes for their communication, unless the Board deems otherwise. The President will conclude the Public Comment after a reasonable length of time and proceed with the Agenda. The Board may, at its discretion, permit statements on items not on the Agenda, but pertaining to the school district, if appropriate and not an impediment to the efficiency and orderliness of the meeting; however, no action shall be taken on any item not appearing on the Agenda.*
2. Recognition of Cindy Ellenberg as Parent of the Month for June 2008.
3. Introduction of new Student Board Members, Hannah Geiser and Kian Rowshiani.
4. Board Member Announcements
5. Hannah Geiser and Kian Rowshiani, Student Board Members, will discuss student topics at Mira Costa High School and events and activities in the District.

**PRESENTATION/DISCUSSION/ACTION ITEMS**

1-4

- a. Declaration of Need for Fully Qualified Educators (**Approval is Requested**)

**C. SUPERINTENDENT/CABINET REPORT (10 Minutes)**

1. Opening of School
2. Enrollment
3. MCHS/LA Magazine Award
4. Algebra Requirements
5. STAR Test Results
6. InfoSnap
7. High School Registration/Master Schedule
8. Walt Disney Concert Hall Invitation

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

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

**General**

**Schneider  
5-6**

1. Ratify Amendment to the District Master Contract for the **2008/09** fiscal year for Nonsectarian, Nonpublic Agency Services with Autism Behavior Consultants. Amendment is necessary as per a change to an Individualized Education Plan (IEP). Services will be provided as designated in the student Individualized Education Plans (IEP's). Contract is effective from July 1, 2008, through June 30, 2009. Amount not-to-exceed \$248,500.00. This is an increase of \$10,800.00. Funds to be paid from Nonsectarian, Nonpublic Agency Services account, #01.0-65000.0-57500-11801-5810-0000051. This item has been budgeted.

**Schneider  
7-8**

2. Ratify Student Services Special Employment Agreement for **2008/09** School Year with Julia Dunlap, Occupational Therapist, to provide Occupational Therapy services, as per Individualized Education Plan (IEP) meetings, for the period July 1, 2008, through June 30, 2009. Amount not-to-exceed \$2,000.00. \$1,500.00 in funds to be paid from Special Education Agreement for Services account, #01.0-00650.0-00000-60000-5850-0000060. \$500.00 in funds to be paid from Special Education Agreement for Services account, #01.0-65000.0-57500-11905-5850-0000113. This item has been budgeted.

**Schneider  
9-17**

3. Ratify the Agreement between Manhattan Beach Unified School District and Administrative Services Cooperative for home to school transportation services. The contract is effective from July 1, 2008, through June 30, 2009. Amount not-to-exceed \$305,473.18. \$226,788.01, in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000; \$1,946.70, in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57700-36000-5812-0000000; \$74,126.59, in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57504-36000-5812-0000071; \$2,611.88, in funds to be paid from Transportation of Pupil

account, #01.0-65000.0-57704-36000-5812-0000071. This item has been budgeted.

**Schneider  
18-20** 4. 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. The contract is effective from July 1, 2008, through June 30, 2009. Amount not-to-exceed \$273,520.22. \$21,716.79, in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57300-36000-5812-0000049; \$224,732.79, in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000; \$27,070.64, in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57700-36000-5812-0000000. This item has been budgeted.

**Schneider  
21-37** 5. Ratify Amendment to Contract C-8537 between Manhattan Beach Unified School 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 to reflect estimated costs is effective July 1, 2008, through June 30, 2009. Amount not-to-exceed \$29,000.00. Funds to be paid from Transportation of Pupil account, #01.0-72400.0-57500-36000-5811-0000000. This item has been budgeted.

**Schneider  
38-39** 6. Approve Consultant Agreement for Connie Hatt to assist with vision and hearing screenings for the period of September 15, 2008, through June 30, 2009, to be paid at the rate of \$31.93 per hour, not-to-exceed a total of \$1,500.00. Funds to be paid from Consultant – Health Program account #01.0-00000.0-00000-31400-5850-0000013.

**Schneider  
40-42** 7. Ratify Student Services Consultant Agreement with Gregor Enterprises, dba Families First, to provide attendance liaison services, for the period of July 1, 2008, to June 30, 2009, in an amount not-to-exceed \$5,000.00. Funds to be paid from Student Services Agreement for Services account #01.0-00000.0-00000-31100-5850-0000113.

**Seaton  
43-44** 8. Approve Consultant Agreement between the Manhattan Beach Unified School District and Ms. DaeLea Aldrich, to provide assistance with the implementation of SB 78 and SB 601 related to MCHS physical education, to be paid an amount not-to-exceed \$5,000.00, from September 4, 2008, through June 30, 2009, paid from acct. #01.0-67610.0-15000-10000-5850-112.

**Schwabe  
45** Personnel

**46** 9. Ratify employment of classified personnel at effective dates listed per attached.

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

Abbitt, David, Food Service Supervisor, MCHS (Contract article 6.9) effective 08/20/08-09/30/08

**47** 11. Ratify change of status of classified personnel at effective dates listed per attached.

12. Ratify Leave of Absence for certificated staff per MBUTA Contract Article #11.9, #11.10, #11.18 as follows:

Campisi, Christine (PA), eff. 8/26/08 – 6/19/09  
Jones, Shari (ME), eff. 8/26/08 – 12/1/08

13. Ratify resignation of Lynn McIver, ROB, eff. 6/20/08.

**Rohrer**

14. Approve recommendation that administrator contracts be amended as follows: Executive Director contracts (2) be extended an additional year, through June 30, 2010; Deputy Superintendent and Assistant Superintendent Business Services contracts be amended to extend an additional year, through June 30, 2010 for Deputy Superintendent and through June 30, 2011 for Assistant Superintendent, and to include value of health and welfare benefits (medical, dental, vision), and monthly transportation allowances, as STRS creditable for retirement computation purposes with related employee portion of STRS contributions (currently 8%) to be deducted from and paid directly out of salary warrants; Board President and Superintendent to be authorized to sign contracts as amended.

**Business**

**47-50** 15. Ratify bid from State Electric, Inc., in the amount of \$187,000.00, for the Robinson Elementary School modular classroom project.

**51-52** 16. Approve Notice of Completion for State Electric, Inc., for the Robinson Elementary School modular classroom project.

**53-54** 17. Approve Notice of Completion for Padua Glass Enterprises, for the Mira Costa High School window project.

**55-56** 18. Accept, with thanks, gifts to the District from Access One, Inc.

**57-59** 19. Accept Developer Fee report for the month of July 2008.

**E. 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.

**F. 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.

**G. BOARD BUSINESS (10 minutes)**

**60-88** 1. Discuss and appoint members to the MBUSD School Construction Bond Citizens' Oversight Committee.

**89-97** 2. Receive for first reading and adoption, revised Board Bylaw 9320, Meetings and Notices.

- 98-103**            3.     Receive for first reading and adoption, revised Board Bylaw 9322, Agenda/Meeting Materials.
- 104-129**           4.     Receive for first reading and adoption, Board Policy, Administrative Regulation and Exhibits 1330, Use of School Facilities.
5.     Approve minutes of the regular Board meeting of May 21, 2008.

**H.     ITEMS FOR FUTURE DISCUSSION/ACTION**

**I.     ADJOURNMENT**

**CLOSED SESSION AGENDA**  
**September 3, 2008**  
**6:00 p.m.**

1. Conference with District labor negotiator, Dr. Beverly Rohrer, regarding unrepresented employees: Deputy Superintendent, Assistant Superintendent of Business Services, and Executive Directors (2).
2. Conference with District labor negotiators Janet Schwabe and Steve Romines, regarding MBUTA negotiations, per Government Code section 54957.6.
3. Public Employee Performance Evaluation: Superintendent of Schools, per Government Code 54957.

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

(Note: These dates are subject to change)

**SEPTEMBER**

September 1, 2008  
Labor Day Holiday

September 3, 2008, 6:30 PM  
Board Meeting

September 11, 2008  
Back-to-School Night  
All Elementary Schools

September 16, 2008  
Back-to-School Night  
Manhattan Beach Middle School

September 17, 2008, 6:30 PM  
Board Meeting

September 18, 2008  
Back-to-School Night  
Mira Costa High School

September 30, 2008  
Non-Student, Non-Teacher Day

**OCTOBER**

October 1, 2008, 6:30 PM  
Board Meeting

October 9, 2008  
Non-Student, Non-Teacher Day

October 10, 2008  
Staff Development Day

October 15, 2008, 6:30 PM  
Board Meeting

**NOVEMBER**

November 5, 2008, 6:30 PM  
Board Meeting

November 11, 2008  
Veterans Day Holiday

November 19, 2008, 6:30 PM  
Board Meeting

November 24-28, 2008  
Thanksgiving Holidays

**DECEMBER**

December 10, 2008, 6:30 PM  
Board Meeting

December 22-31, 2008  
Winter Recess

**JANUARY**

January 1-2, 2009  
Continuation of Winter Recess

January 19, 2009  
Martin Luther King Holiday

January 21, 2009, 6:30 PM  
Board Meeting

**FEBRUARY**

February 4, 2009, 6:30 PM  
Board Meeting

February 16-20, 2009  
District Recess

**MARCH**

March 4, 2009, 6:30 PM  
Board Meeting

March 18, 2009, 6:30 PM  
Board Meeting

**APRIL**

April 1, 2009, 6:30 PM  
Board Meeting

April 6-10, 2009  
Spring Break

**MAY**

May 6, 2009, 6:30 PM  
Board Meeting

May 20, 2009, 6:30 PM  
Board Meeting

May 25, 2009  
Memorial Day

**JUNE**

June 3, 2009, 6:30 PM  
Board Meeting

June 16, 2009, 6:30  
Board Meeting

**PRESENTATION/DISCUSSION/ACTION ITEMS**

- a. **TITLE:** Declaration of Need for Fully Qualified Educators

**BACKGROUND:** At times it is necessary for us to obtain or renew emergency permits for teachers to teach in subject areas where there is a critical shortage of fully credentialed people or for some long-term substitute teachers. The Commission is phasing out emergency permits, however we are submitting the Declaration of Need this year in order to issue new ones for current teachers or for long term substitute teachers if necessary. Formerly, if a district was unable to find a fully credentialed teacher and had to apply for an emergency permit for a specific person to teach the class, it had to fill out a lengthy form each time the need arose. The Commission on Teacher Credentialing has made it possible for districts to do this once per year with a declaration from the Board as follows:

The Governing Board of the Manhattan Beach Unified School District hereby declares that there are an insufficient number of certificated persons who meet the district's specified employment criteria for the positions listed below:

1. SPECIAL EDUCATION
  - a. Education Specialist
  - b. Speech & Language Pathologist
2. SINGLE SUBJECT
  - a. English
  - b. Foreign Language
  - c. Math
  - d. Science
  - e. Social Science
3. MULTIPLE SUBJECTS
4. PUPIL PERSONNEL SERVICES: COUNSELING
5. CLAD IN ALL SUBJECT AREAS AND GRADE LEVELS

This declaration shall remain in effect until June 30, 2009.

**ACTION RECOMMENDED:** Approval

**PREPARED BY:** Janet Schwabe, Deputy Superintendent, Human Resources

**DATE:** September 3, 2008

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**





State Of California  
 California Commission On Teacher Credentialing  
 Box 944270  
 1900 Capitol Avenue  
 Sacramento, CA 94244-2700

Telephone:  
 (916) 445-7254 or (888) 921-2682  
 E-mail: credentials@ctc.ca.gov  
 Web site: www.ctc.ca.gov

**DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

- Original declaration of need for year 2008--2009
- Revised declaration of need for year \_\_\_\_\_

**For Service in a School District**

Name of District Manhattan Beach Unified School District District CDS Code 75333  
 Name of County Los Angeles County CDS Code 19

By submitting this annual Declaration the district is certifying the following:

- a diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- if a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 09 / 03 / 2009 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the Board agenda item**

With my signature below I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2009.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Janet Schwabe</u>	_____	Deputy Superintendent
<i>Name</i>	<i>Signature</i>	Human Resources
<u>310/303-3824</u>	<u>310/318-7345, x5915</u>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<u>September 3, 2008</u>
<u>325 So. Peck Ave.</u>	<u>Manhattan Beach, CA 90266</u>	<i>Date</i>
<u>jschwabe@manhattan.k12.ca.us</u>	<i>Mailing Address</i>	_____
_____	<i>E-Mail Address</i>	_____

**For Service in a County Office of Education, State Agency or Non-Public School or Agency**

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_  
 Name of State Agency \_\_\_\_\_  
 Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_  
 (Complete only the appropriate line.)

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► This declaration must be on file with the California Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

**Areas of Anticipated Need for Fully Qualified Educators**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD (applicant already holds teaching credential)	60
BCLAD (applicant already holds teaching credential)	
List Target Language(s) for BCLAD Permit(s)	
Resource Specialist	4
Library Media Teacher Services	
Clinical or Rehabilitative Services:	
Language, Speech and Hearing	3
Special Class Authorization	6

**Limited Assignment Permits**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of limited assignment permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	4
Single Subject	5
TOTAL	9

(continued)

**Efforts to Recruit Certificated Personnel**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for more details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable teacher is not available to the school district, the district made a reasonable effort to recruit an individual for the assignment, in the following order:

- an individual who is scheduled to complete initial preparation requirements within six months
- a candidate who qualifies and agrees to participate in an approved internship program in the region of the school district

**Efforts to Certify, Assign, and Develop Fully Qualified Personnel**

Has your agency established a District Intern program?  Yes  No  
If no, explain. We usually have enough certificated applicants to staff our schools. We are a small district.

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an internship program. Cal State Dominguez Hills, Loyola Marymount University, Los Angeles, Cal State Long Beach, National University

If no, explain why you do not participate in an internship program.  
\_\_\_\_\_  
\_\_\_\_\_

**D. CONSENT CALENDAR**

1. **TITLE:** Amendment to District Master Contract for 2008/09 School Year for Nonsectarian, Nonpublic Agency Services with Autism Behavior Consultants.

**BACKGROUND:** It is necessary to amend the District Master Contract for Nonsectarian, Nonpublic Agency Services with Autism Behavior Consultants, as per changes in an Individualized Education Plan (IEP) meeting.

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from July 1, 2008, through June 30, 2009.

**FINANCIAL IMPACT:**

Amount not to exceed \$248,500.00.


This is an increase of \$10,800.00.

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

This item has been budgeted.

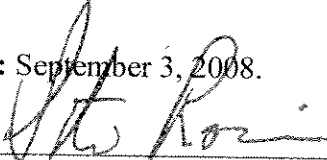
**ACTION RECOMMENDED:** Ratify 2008/09 Amendment to District Master Contract for Nonsectarian, Nonpublic Agency Services with Autism Behavior Consultants, for the period of July 1, 2008, through June 30, 2009.

**PREPARED BY:**

  
Elyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** September 3, 2008.

Approved by:

  
Steve Romines, Asst. Superintendent of Admin. Services

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

THE GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL / AGENCY SERVICES, made and entered into on **August 20, 2008**, effective July 1, 2008 through June 30, 2009, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Autism Behavior Consultants**, hereinafter referred to as the "Contractor," located at 2909 Oregon Court, A-1, Torrance, Ca 90503, is hereby amended effective July 1, 2008, and ratified on **September 3, 2008** as follows:

**Article 62 shall amend the following provision:**

**Payment under this contract may not exceed \$248,500.00**

**- CONTRACTOR -**

**- DISTRICT -**

**Autism Behavior Consultants**

Name of Non-Public Agency

**Manhattan Beach Unified School District**

By \_\_\_\_\_  
Contracting Officer's Signature

By \_\_\_\_\_  
Signature

Laura Roberts, Director

Ellyn Schneider,  
Executive Director of Student Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**D. CONSENT CALENDAR**

2. **TITLE:** Student Services Special Employment Agreement for 2008/09 School Year with Julia Dunlap, Occupational Therapist.

**BACKGROUND:** A service agreement is needed between the District and Julia Dunlap, to provide Occupational Therapy services from July 1, 2008 though June 30, 2009.

**FINANCIAL IMPACT:**

Not to exceed \$2,000.00.

\$1,500.00 in funds to be paid from Special Education Agreement for Services account, #63.0-00650.0-00000-60000-5850-0000060;

\$500.00 in funds to be paid from Special Education Agreement for Services account, #01.0-65000.0-57500-11905-5850-0000113;

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify this Student Services Special Employment Agreement with Julia Dunlap, Occupational Therapist, to provide Occupational Therapy services from July 1, 2008 through June 30, 2009.

**PREPARED BY:**

Ellyn Schneider  
Ellyn Schneider, Executive Director of Student Services

**DATE OF MEETING:** September 3, 2008

Approved by:

Steve Romines  
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 Julia Dunlap, Occupational Therapist  
Soc Sec or Tax I.D. number \_\_\_\_\_ in the Special Education 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 3<sup>rd</sup> day of September, 2008, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called: Julia Dunlap, Occupational Therapist  
Located at: 12518 Everglade Street, Los Angeles, Ca 90066

**SERVICES TO BE RENDERED**

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

This service does X does not \_\_\_\_\_ require direct contact with students.

\*\*\*\*\*  
**PAYMENT TO BE MADE BY THE DISTRICT**

In consideration of the service(s) to be rendered, the District agrees to pay \$55.00 per hour; approx. 2 hr/day.  
Total Not to Exceed \$2,000.00.

**DATE(S) OF SERVICE**

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

From July 1, 2008, through June 30, 2009, under the direction of the Executive Director of Student Services.

The services will be provided in accordance to the District 2008 - 2009 academic calendar.

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

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

63.0-00650.0-00000-60000-5850-0000060  
01.0-65000.0-57500-11905-5850-0000113

Account Number

Julia Dunlap, OT  
Provider of Service

Occupational Therapy  
Program

Ellyn Schneider,  
Executive Director of Student Services

**D. CONSENT CALENDAR**

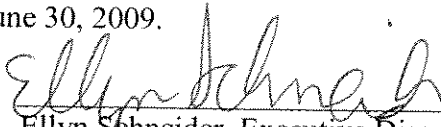
3. **TITLE:** Independent Contractor Agreement for the Provision of Transportation Services between Administrative Services Cooperative, Inc. and the District.

**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, 2008 through June 30, 2009.

**FINANCIAL IMPACT:**

Amount not-to-exceed \$305,473.18.  
\$226,788.01 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57500-36000-5812-0000000;  
\$1,946.70 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57700-36000-5812-0000000;  
\$74,126.59 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57504-36000-5812-0000071;  
\$2,611.88 in funds to be paid from Transportation of Pupil account, #01.0-65000.0-57704-36000-5812-0000071.  
This item has been budgeted.

**ACTION RECOMMENDED:** Ratify the Agreement between Manhattan Beach Unified School District and Administrative Services Cooperative, Inc., from July 1, 2008 through June 30, 2009.

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

**DATE OF MEETING:** September 3, 2008.

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, 2008 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 2008 - 2009 school year to and 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 2008 - 2009 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 school 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, 2008 and shall terminate on June 30, 2009 unless earlier termination by the giving of thirty (30) days notice of cancellation by one party to the other.

### 3. Fees for Service

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 be paid therefore 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.

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. Fingerprint Clearance

The Contractor shall require each employee or driver in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code 45125.1. Contractor shall comply with the requirements of California Education code 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for Contractor's employees and drivers, prohibiting its employees and drivers from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees and drivers who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony as defined in California Education Code 44009 - 44011. Nor will any employee and driver who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in California Education Code 44010, or to a felony that would disqualify that employee or driver pursuant to California Education Code 44237.

8. Health and Safety

The Contractor shall require that all drivers and other individuals who may come in contact with a pupil provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. The Contractor shall keep a copy of said information in the driver or employee file.

The Contractor agrees to notify all drivers and other individuals who may come into contact with a pupil about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. The Contractor further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

#### 9. Drug and Alcohol Testing

The Contractor shall require that all drivers and other individuals who may come in contact with a pupil shall be subject to drug and alcohol testing in accordance with the requirements of federal law. The Contractor shall keep a record of said information in the driver and employee file.

The Contractor agrees to notify the District immediately whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from transporting District students.

#### 10. 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.

#### 11. 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.

#### 12. 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.

### 13. Notices

All other notices or other communication 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  
Executive Director of Student Service  
Manhattan Beach Unified School District  
325 South Peck  
Manhattan Beach  
CA 90266  
Ph (310) 318-7345 ext 5913  
Fax (310) 303-3826

To Contractor: Raymond McGreevy  
President  
Administrative Services Cooperative  
2129 W. Rosecrans Ave  
Gardena CA 90249  
Ph (310) 965-5899  
Fax (310) 769-6925

Addtl Contacts:  
Kia Tehrany – Director of Operations (310) 965-5899  
Shirley Pei – Director of Marketing (310) 968-1065

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 10.

### 14. Entire Agreement

This Agreement and the attached proposal 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.

### 15. 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.

16. 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 the court costs and reasonable attorney fees in the judgment rendered in such action.

17. Performance

Time is of the essence regarding this Agreement and all obligations to be performed under this agreement.

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement are 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 affected.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date \_\_\_\_\_, 2008.

DISTRICT

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

Date: \_\_\_\_\_

CONTRACTOR

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT 1 - Fees for Service

See attached route sheets.

2008 SUMMER SESSION		2008 SUMMER SCHOOL											
MBUSD 7/7/08		Sch, Paxs, Date	#	MILES- 1-WAY	Time Mins	Schedule			W/C	Car Seats	Miles	Exclusive	Proposed
Billing Code	Pax's	AM	PM	AM/PM	Thurs	AM/PM	AM/PM	AM/PM	AM/PM	AM/PM	AM/PM	AM/PM	AM/PM
<b>MANHATTAN BEACH SCH. DIST.</b>													
ALLEN B SHEPARD #1	1			4	25			AM/PM					
AUTISM PARTNERSHIPS	1			23	60			AM/PM			22.00	\$70.00	\$92.00
CLU #1	2			12	45			AM/PM	Thurs		126.50	\$70.00	\$196.50
CLU #2A	2			12	45	AM		AM/PM			66.00	\$70.00	\$136.00
CLU #2B	1			12	45		PM				33.00	\$35.00	\$68.00
CLU #2C	1			11	40		PM				33.00	\$35.00	\$68.00
EL CAMINO #1A	1			5	35	AM		AM/PM			30.25	\$35.00	\$65.25
EL CAMINO #1B	1			5	35	AM		AM/PM			13.75	\$35.00	\$48.75
EL CAMINO #1C	2			6	35		PM				13.75	\$35.00	\$48.75
HULL #1	1			9	40			AM/PM			16.50	\$35.00	\$51.50
MALAGA COVE #1	2			8	40			AM/PM			49.50	\$70.00	\$119.50
MALAGA COVE #2	1			8	40			AM/PM			44.00	\$70.00	\$114.00
SBCG#1	1			8	25			AM/PM			44.00	\$70.00	\$114.00
SBCG#1A					60	WT	PM	AM/PM	Wed		44.00	\$70.00	\$114.00
TOTAL	17			123	570						536.25	\$700.00	\$1,271.25

EXTRAS

2008 SESSION  
MBUSD 5/1/08

	Sch. Pass. Date	Billing Code	# Pax's	MILES-1-WAY	Time		Schedule			W/C	Car Seats	Miles	Exclusive	Proposed Rate
					Mins	AM	PM	AM/PM						
<b>MANHATTAN BEACH SCH. DIST.</b>														
ALLEN B SHEPARD #1		ABS 211408	2	5										
ALLEN B SHEPARD #1A		ABS 13308A	1	5	35	AM					13.75	\$35.00	\$48.75	
ALLEN B SHEPARD #1B		ABS 13308B	1	5	30		PM				13.75	\$35.00	\$48.75	
ALLEN B SHEPARD #2		ABS 132408C	1	4	25						13.75	\$35.00	\$48.75	
AUTISM PARTNERSHIPS		AP 11308	1	23	60						22.00	\$70.00	\$92.00	
CLU #1		CLU 231108A	3	12	45				Mon & Thurs		126.50	\$70.00	\$196.50	
CLU #2		CLU 29407B	2	12	45						66.00	\$70.00	\$136.00	
CLU #2A		CLU 191107C	1	11	40						66.00	\$70.00	\$136.00	
EL CAMINO #1		ELC 321008A	3	9	40						30.25	\$35.00	\$65.25	
EL CAMINO #2		ELC 221108B	2	5	35						49.50	\$70.00	\$119.50	
EL CAMINO #2A		ELC 121108C	1	6	25						27.50	\$70.00	\$97.50	
EL CAMINO #2B		ELC 121108D	1	5	25				Mon, Wed, Fri		16.50	\$35.00	\$51.50	
EL CAMINO #2C		ELC 12608E	1	5	25				Mon, Wed, Thur		13.75	\$35.00	\$48.75	
EL CAMINO #2D		ELC 13508F	1	7	30				1st, Wed		27.50	\$70.00	\$97.50	
EL CAMINO #2E		ELC 23308G	2	7	30				Mon, Wed		19.25	\$35.00	\$54.25	
MIRA COSTA #1		MR 12608	1	8	25				Tues, Thurs, Fri		19.25	\$35.00	\$54.25	
MIRA COSTA #1A		MR 12608WT									44.00	\$70.00	\$114.00	
MALAGA COVE #1		MC 241408A	2	8	40		WT		Wed				\$35.00	
MALAGA COVE #2		MC 242308C	2	8	40						44.00	\$70.00	\$114.00	
MIRALESTE INT.		MI 112407	1	16	45						44.00	\$70.00	\$114.00	
H.A.T.#1		HAT 111507	1	9	40						88.00	\$70.00	\$158.00	
TOTAL			26	170	770				\$0.00	\$0.00	794.75	\$1,120.00	\$1,949.75	

EXTRAS



**D. CONSENT CALENDAR**

4. **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, 2008 through June 30, 2009.

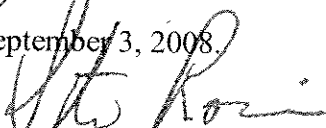
**FINANCIAL IMPACT:**

The estimated cost of the agreement is \$273,520.22.  
\$21,716.79 in funds to be paid from Transportation of Pupil account,  
#01.0-65000.0-57300-36000-5812-0000049;  
\$224,732.79 in funds to be paid from Transportation of Pupil account,  
#01.0-65000.0-57500-36000-5812-0000000;  
\$27,070.64 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, 2008 through June 30, 2009.

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

**DATE OF MEETING:** September 3, 2008.

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

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**  
Transportation Agreement

**ADDENDUM NUMBER ELEVEN**

**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 2008/2009 school year shall be adjusted upward by 3.7%, which represents the percentage increase in the May 2008 Consumer Price Index for the Los Angeles-Riverside-Orange County area, as noted 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.

0245.2.01890.2008

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**  
Transportation Agreement

2. Paragraph 3, TERM OF AGREEMENT, shall be revised as follows:

TERM OF AGREEMENT. The current term of the Agreement shall begin July 1, 2008 and shall end on June 30, 2009. 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.

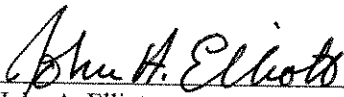
3. This Addendum is effective July 1, 2008 and is agreed to by the undersigned parties.

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.**

By: Durham Holding II, L.L.C.,  
its general partner

By:   
Name: John A. Elliott  
Title: President and CEO  
Date: June 24, 2008

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

By:   
Name: Steve Romines  
Title: Asst. Supt. Admin. Services  
Date: 7/7/08

**D. CONSENT CALENDAR**

- 5, **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, 2008 through June 30, 2009.

**FINANCIAL IMPACT:**

The estimated cost of the agreement is \$29,000.00.  
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 the Amendment to Contract C-8537 to reflect estimated transportation costs for the 2008-2009 fiscal year, for the provision of home-to-school transportation services between Manhattan Beach Unified School District and LACOE, for the period from July 1, 2008 through June 30, 2009.

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

**DATE OF MEETING:** September 3, 2008

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

LOS ANGELES COUNTY OFFICE OF EDUCATION  
AMENDMENT NO. 2  
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 as follows:

- 1. The estimated amount payable to LACOE as specified in Section 3 Payment for the 2008-2009 fiscal year shall be Twenty Nine Thousand Dollars (\$29,000.00) 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 *Steve Rozin*  
\_\_\_\_\_  
Typed or Printed Name  
Title \_\_\_\_\_

Date \_\_\_\_\_  
cm 7-30  
Board 5/20/08

Date \_\_\_\_\_

LOS ANGELES COUNTY OFFICE OF EDUCATION  
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 as follows:

1. BASIS OF CONTRACT AND SCOPE OF THE WORK

LACOE has been requested by the District to provide home-to-school and other transportation services for pupils attending classes and programs operated by LACOE and/or the District. LACOE has agreed to provide such services, using LACOE's "Contract for Furnishing Pupil Transportation Services for Special Education and Other Transportation as Required" with transportation carriers, which is hereby incorporated by this reference as though fully set forth herein. District shall abide by the terms and conditions of said Contract to the extent such terms and conditions are applicable to the transportation services provided hereunder.

2. TERM OF CONTRACT / ANNUAL ADJUSTMENTS

This Contract is effective July 1, 2007, and shall remain in effect through June 30, 2012.

The Contract shall be amended annually to reflect the estimated transportation costs for the next fiscal year of operation. Such adjustment will be based upon the same percentage of increase or decrease in the Consumer Price Index charged to LACOE by the Busing District.

3. PAYMENT

3.1 The total transportation charges incurred by the SELPA will be shared by all districts on a per pupil basis. The districts in the SELPA agree

to share the cost of transporting pupils in Licensed Children's Institutions (LCI's).

Example:

100 buses costing \$200.00 per day are used to transport all of the 800 pupils in the SELPA of which 100 of the pupils reside in LCI's. The formula for the cost would be: \$200.00 per day x 100 buses = \$20,000.00. \$20,000.00 divided by 700 pupils (800-100=700) = \$28.57. Each District non-LCI pupil will be assessed \$28.57 per day.

- 3.2 For the fiscal year 2007-2008, it is estimated that the District shall pay LACOE an amount of \$21,000.00 for 210 days of home-to-school transportation service.
- 3.3 Charges for school bus aides, if provided by the Busing District, shall be charged to the District and included in the monthly invoice, at the hourly rate billed to LACOE by the Busing District.
- 3.4 Special Education transportation invoice will be based upon a scheduled ridership of pupils on routes, scheduled and reported on the Bus Service Request and on file with LACOE, on the 15<sup>th</sup> day of the month (or the last school day prior to the 15<sup>th</sup> day of the month) plus overhead and the current one percent (1%) indirect charge. Invoice with supporting detail of pupil names will be sent to the District by the last business day of the service month. Payment for services will be by journal voucher 30 days after invoice date. Corrections or adjustments will be resolved by both parties in accordance with Section 36 DISPUTE RESOLUTION and reflected in the following month's invoice and journal voucher.
- 3.5 Charges for pupils deleted from transportation service shall be canceled upon receipt of appropriate delete information from the District, and upon LACOE's deletion of the pupil from the route.
- 3.6 Adjustments or corrections in pupils scheduled on routes, whether they are additions or deletions will be resolved in accordance with Subsections 3.5 and Section 36 DISPUTE RESOLUTION, and will be reflected in the following month's invoice.

#### 4. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has

commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District and LACOE shall each obtain such general liability, property damage, workers' compensation and other insurance as each deems necessary to protect their interests.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To LACOE:

Procurement Services Manager  
Contracts Section  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 Imperial Highway, Room 153, Clark Building  
Downey, CA 90242-2890

To District:

Mailing Address as Listed Above



7. SERVICES TO BE PROVIDED BY LACOE

7.1 LACOE and LACOE's Principal's Administrative Unit (PAU) shall provide the District, with the following services authorized by the District:

- 7.1.1 Contract with transportation carriers to provide for home-to-school and other transportation services as required.
- 7.1.2 Develop routes and schedules according to information provided by LACOE's PAUs.
- 7.1.3 Monitor the service provided by the Busing District and correct any deficiencies in the service.
- 7.1.4 Provide parent and school complaint resolution.
- 7.1.5 Handle communication with parents and schools.
- 7.1.6 Provide each parent and appropriate school district staff and administrators with school bus procedures and safety information.
- 7.1.7 Provide the Busing District and the District with school bus emergency procedures.
- 7.1.8 Provide District with annual data for J171-CW2 on or before August 15, including the following statistics: buses, miles, days, number of pupils, number of pupils in Licensed Children's Institutions.
- 7.1.9 LACOE's PAUs shall complete the forms required to register pupils for home-to-school bus service, as well as school site lists.

7.2 Pupil Lists and Other Information Required

7.2.1 Start of a New Semester

LACOE's Transportation Department shall provide LACOE's PAUs with Pupil Transportation Lists. LACOE's PAUs shall audit, verify and update Pupil Transportation Lists with information required to develop routes and schedules at least 60 days prior to the start of a new year or semester. Extended year information will be verified under the current Contract.

Such information shall include, but may not be limited to the following:

- . Pupil name and address
- . Parent/guardian name and address
- . Regular and emergency information, including telephone number of responsible parties
- . Release of Responsibility forms
- . Pupil disability information
- . Special equipment requirements
- . School bus aide requirements
- . Adopted school calendar, including information on minimum days
- . School site lists, including names of responsible administrators and telephone numbers
- . School start/stop times
- . Other information as required

All other information shall be on forms provided by LACOE.

#### 7.2.2 Changes in Established Routes

LACOE's PAU shall provide LACOE with information required to add a pupil to a route five (5) working days prior to the day the pupil is to be added. Suspension or deletion of a pupil from a route will be effective the next working day following receipt of the information from LACOE's PAU.

New routes resulting from the addition of a class and/or classes; or the relocation of a class and/or classes, shall be implemented within 15 days after receipt of the required information from LACOE's PAUs.

8. ENFORCEMENT OF SCHOOL BUS PROCEDURES AND SAFETY RULES

The District shall enforce LACOE's school bus procedures and safety rules with school site administrators, staff, parents and pupils.

9. SCHOOL BUS AIDES

If the transportation of a District pupil requires a school bus aide, the District shall reimburse LACOE for payments made to the Busing District for aides as specified in Subsection 3.3 of this Contract, or shall provide the school bus aide and pay all expenses thereof.

10. DATA TRANSMISSION

LACOE's PAUs electronically transmits and receives pupil and other information from District, LACOE's PAUs and school sites using facsimile machines or email. The District and LACOE's PAUs may utilize these transmission systems if the District acquires the equipment and pays all costs thereof. Equipment and installation specification will be provided by LACOE upon request of the District.

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that District's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent District and not an officer, employee or agent of District.

LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

While performing its obligations under this Contract, District is an independent District and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

14. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this

Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY / WAIVER

18.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract shall be amended annually to reflect the estimated transportation costs for the next fiscal year of operation.

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

This Contract may be terminated by either party upon ninety (90) calendar days advance written notification.

21. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" Section in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

28. RECORD RETENTION AND INSPECTION

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3515.1 which states: "It is the intention of the office (LACOE) to provide a smoke-free workplace within all buildings owned or leased by the office (LACOE) commencing June 30, 1995."

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

34.2 Have not, within a three-year period preceding the execution of this contractual instrument, 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 public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

34.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

35. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof



with the same force and effect as though all parties had executed a single original copy.

### 36. DISPUTE RESOLUTION

Unless mutually agreed to by both parties in writing, this section in no way alters the timeframe for termination pursuant to the TERMINATION section of this Contract.

The parties shall resolve their disputes informally to the maximum extent possible. The parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. Only disputes within the scope of the Contract are subject to this Section. The cost of internal dispute resolution, whether formal or informal, shall be shared equally by the parties. Except as provided herein, each party shall bear its own attorney's fees. The parties agree all statements made in connection with internal dispute resolution efforts shall not be considered admissions or statements against interest by either party. The parties further agree that they will not attempt to introduce such statements at any later trial proceeding, or mediation between the parties.

#### 36.1 Informal Resolution

If a dispute arises under the PAYMENT section of this Contract, within three (3) business days after a written request by either party, LACOE's Transportation Officer and District's Project Manager shall promptly confer to resolve the dispute. If these representatives cannot resolve the dispute or either of them determines they are not making progress toward the resolution of the dispute within three (3) business days after their initial conference the District will have the opportunity to request a determination by the LACOE Director, Division of Business Operations. If such efforts do not yield a result satisfactory to the District, the District will have the opportunity to request a determination by the LACOE Assistant Superintendent, Business Services. It is understood that the District's Superintendent or designee shall have the opportunity to contact LACOE's Assistant Superintendent, Business Services directly. If LACOE or the District cannot resolve the dispute, or either one of them determines that they are not making reasonable progress toward a resolution of the dispute within five (5) business days after being submitted to them by LACOE and District, then the issue shall proceed pursuant to the Formal Resolution process described in Subsection 36.2.

## 36.2 Formal Dispute

A fact finding and dispute resolution panel shall be convened if the individual designated by LACOE or the individual designated by District notifies the other in writing of a request for formal dispute resolution (FDR).

### 36.2.1 The Dispute Resolution Panel

The FDR panel consists of three persons. The panel shall be convened ad hoc and there shall be no standing or ex officio members. The individuals designated by LACOE and the District shall each appoint one person, and their two appointees shall jointly choose a third person who possesses legal and/or technical skills and experience relevant to the dispute. The individuals designated by LACOE and the District shall each name their respective appointees within five (5) business days after delivery of notice by a party to initiate FDR. The appointed members of the panel shall choose the final member of the panel within five (5) business days after the date the two appointed members were appointed. If the appointed panel members fail to agree upon a mutually acceptable third panel member in the time provided herein, then the parties agree that the third panel member shall be from JAMS-EndDispute and shall be selected in the sole discretion of the JAMS-EndDispute administrator.

### 36.2.2 Fact Finding Report

The individuals designated by LACOE and the District shall provide to the FDR panel a written description of the dispute, including the particular issues on which the parties seek the FDR panel's recommendations.

#### 36.2.2.1 Fact Finding

The FDR panel shall engage in fact finding as required by the dispute and recommend how best to resolve the dispute. The panel may submit written questions to the parties, may request oral statements, and may review relevant documents. Each party has the right to submit written statements to the panel. As to any decision or finding required by/of/from the FDR panel, a majority vote of the members of

the panel shall be deemed the panel's decision or finding.

36.2.2.2 Report

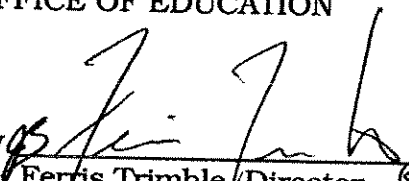
Within thirty (30) calendar days after the FDR panel is appointed, the FDR panel shall submit a written report, including its findings of fact and recommendations for resolution to the individuals designated by LACOE and the District, unless otherwise agreed to by the individuals designated by LACOE and the District.


36.3 Dispute Resolution Mandatory

The dispute resolution process provided in this Section is a prerequisite to the exercise of any judicial remedies available to the parties.

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

MANHATTAN BEACH UNIFIED  
SCHOOL DISTRICT

By   
Ferris Trimble/Director (S)  
Division of Business Operations

By   
STEVE ROMINES  
Typed or Printed Name

Date 8/14/07  
LM/cm/7-23  
Board 5/1/07

Title ASST. SUPT.  
Date 7-31-07

LOS ANGELES COUNTY OFFICE OF EDUCATION  
AMENDMENT NO. 1  
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 as follows:

- 1. The estimated amount payable to LACOE as specified in Section 3 Payment for the 2007-2008 fiscal year shall be increased from Twenty One Thousand Dollars (\$21,000.00) by an amount not to exceed Seven Thousand Dollars (\$7,000.00). The total amount of the Contract shall not exceed Twenty Eight Thousand Dollars (\$28,000.00).

This Amendment is effective upon execution, all other terms and conditions of the original Contract shall remain the same.

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

MANHATTAN BEACH UNIFIED  
SCHOOL DISTRICT

By \_\_\_\_\_  
Steve Socik  
Procurement Services Manager

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name  
Title \_\_\_\_\_

Date \_\_\_\_\_  
cm 4-22  
Board 5/6/08

Date \_\_\_\_\_

**D. CONSENT CALENDAR**

6. **TITLE:** Consultant Agreement for Connie Hatt

**BACKGROUND:** The District annually conducts vision and hearing screenings during the months of October, November and December at the elementary schools and in January and February at Mira Costa. In order to complete the screenings in the time provided, additional short-term assistance is required. The school nurses have requested the help of Connie Hatt, a retired school nurse.

**FINANCIAL IMPACT:**

Not-to-exceed \$1,500.00.

Funds to be paid from Consultant – Health Acct. #01.0-00000.0-00000-31400-5850-0000013. This item has been budgeted.

**ACTION RECOMMENDED:** Approve Consultant Agreement for Connie Hatt to assist with vision and hearing screenings to be paid at the of \$31.93 per hour, not-to-exceed \$1,500.00, for the period September 15, 2008, through June 30, 2009, and charged to Consultant – Health Acct. #01.0-00000.0-00000-31400-5850-0000013.

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

**APPROVED BY:** Steve Romines, Assistant Superintendent, Administrative Services

**DATE OF MEETING:** September 3, 2008

**AGENDA NOTE**

**AGENDA NOTE**

**AGENDA NOTE**

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
SPECIAL EMPLOYMENT  
AGREEMENT FOR SERVICES**

WHEREAS, it is the desire of the Governing Board of the Manhattan Beach Unified School District to employ Connie Hatt, social security number 0089, 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 5<sup>th</sup> day of September, 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 **Hearing and Vision Assessment Assistant**

This service does X does not \_\_\_\_\_ require direct contact with students.

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**PAYMENT TO BE MADE BY THE DISTRICT**

In consideration of the services to be rendered, the District agrees to pay **\$31.93 per hour, not to exceed \$1,500.00** for services rendered.

**DATES OF SERVICE**

Said person agrees to render services on the following date or dates stated below:

September 5, 2008 through June 18, 2009

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01.0 00000.0 00000 31400 5850 0000013

(Account Number)

---

(Consultant, Lecturer, Etc.)

---

Ellyn Schneider  
Executive Director, Student Services

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Steve Romines  
Assistant Superintendent,  
Administrative Services

**D. CONSENT CALENDAR**

7, **TITLE:** Student Services Educational Consultant Agreement for 2008/09 School Year with Gregor Enterprises, dba Families First.

**BACKGROUND:** Service agreement between the District and Gregor Enterprises, dba Families First, will be needed to provide attendance liaison services, for the period July 1, 2008 through June 30, 2009. The contract for 2008-2009 also includes an indemnity clause.

**FINANCIAL IMPACT:**

Not to exceed \$5,000.00.

Funds to be paid from Student Services Agreement for Services account, #01.0-00000.0-00000-31100-5850-0000113.

This item has been budgeted.

**ACTION RECOMMENDED:** Ratify this Student Services Consultant Agreement with Gregor Enterprises, dba Families First, to provide Educational Services for the period July 1, 2008 through June 30, 2009.

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

**DATE OF MEETING:** September 3, 2008

**AGENDA NOTE**

**AGENDA NOTE**

**AGENDA NOTE**

## **AGREEMENT**

### FOR EDUCATIONAL CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 23rd day of July, 2008, by and between the MANHATTAN BEACH UNIFIED SCHOOL DISTRICT, Los Angeles County, California, hereinafter referred to as the District and GREGOR ENTERPRISES, a California Corporation, dba Families First, hereinafter referred to as the Consultant.

## **WITNESSETH**

WHEREAS, it is the desire of the governing board of District to employ a professionally trained consultant to serve as attendance liaison officers in a truancy reduction program, and WHEREAS, Consultant is especially trained, experienced and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned upon said terms and conditions.

## **TERMS OF THE AGREEMENT**

The terms for the agreement shall be for the period commencing July 1, 2008 and terminating June 30, 2009, or for one hundred billable hours, whichever comes first.

As a condition of this Agreement, CONSULTANT shall procure and maintain, for the duration of the Agreement and any renewals thereof, the following insurance coverage:

- a. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.
- b. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and general aggregate. The policy shall include an additional insured endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
- c. Automobile Liability Insurance on all vehicles operated in performance of services covered under this Agreement at the minimums required by the California vehicle code.

## **SERVICES TO BE RENDERED BY THE CONSULTANT**

The Consultant will contact parents and students at schools in District for any or all of the following reasons as needed: when students are reported truant, and/or to perform address verifications, and/or to deliver confidential District correspondence to parents' homes. Consultant will provide documentation on all student and parent contacts, maintaining a database for the District.



All findings and reports of the Consultant will be released to the Governing Board and/or authorized employees of the District. Further release of said findings and reports will be at the discretion only of the Governing Board and/or authorized employees of the District.

The Consultant shall assume all expenses including, but not limited to, travel expenses and clerical costs incurred by him/her in connection with the performance of this agreement.

While performing the services herein the Consultant is an independent contractor and not an officer, agent or employee of the District.

Neither party shall assign this agreement nor any part hereof without the written consent of the other party, and either party may terminate this agreement at any time by written notification.

**PAYMENT TO BE MADE BY THE DISTRICT**

In consideration of the services to be rendered, the District agrees to pay the Consultant a total not exceeding \$5,000, at a rate of forty dollars (\$50.00) per hour.

Payment will be timely made following presentation of signed invoices for services. Invoices not paid within 30 days will be subject to a ten percent (10%) late fee.

Dated this 23rd day of July, 2008.

**CONSULTANT**

**MANHATTAN BEACH UNIFIED  
SCHOOL DISTRICT**

\_\_\_\_\_  
David Gregor, President                      Date  
Families First  
10073 Valley View Street #286  
Cypress, CA 90630

\_\_\_\_\_  
Stephen Romines                                      Date  
Asst. Superintendent, Admin. Services

(714) 209-0102

TIN: 73-1643260

**D. CONSENT CALENDAR**

8. **TITLE:** Approve Consultant Agreement with DaeLea Aldrich

**BACKGROUND:** SB 78 and 601 require numerous changes in the way that physical education is delivered to students and assessed by the categorical program monitoring process. Among the changes are the following:

- Ninth grade students must “pass” the Fitnessgram with five or six areas registering in the healthy fitness zone or they must take physical education as sophomores.
- Students who have passed the Fitnessgram and who have completed two years of physical education must be offered physical education electives as juniors and seniors.
- Physical education curriculum at the high school must include all eight components of physical education, including rhythm and dance, combatives, and aquatics.
- All courses for which physical education credit is granted must be taught by a teacher with a physical education credential.
- Students enrolled in the independent study physical education program must meet all eight components of the physical education curriculum. Components not met through the student’s out-of –school, elite physical activity must be taught and assessed by a credentialed physical education teacher.

There are many challenges involved in implementing SB 78 and SB 601. DaeLea Aldrich, credentialed physical education teacher, former MCHS educational advisor, and highly successful MCHS girls’ volleyball coach, has offered to work with the MCHS physical education teachers, administrators, and the Executive Director of Educational Services to institute necessary changes and alternatives in the MCHS physical education program.

**ACTION RECOMMENDED:** Approve Consultant Agreement between the Manhattan Beach Unified School District and Ms. DaeLea Aldrich, to provide assistance with the implementation of SB 78 and SB 601, related to MCHS physical education, to be paid an amount not-to-exceed \$5,000.00, from September 4, 2008, through June 30, 2009, from acct. #01.0-67610.0-15000-10000-5850-112.

**FISCAL IMPACT:** Pending Board approval Ms. Aldrich would be paid a total not-to-exceed \$5,000.00, from the state’s one time arts/physical education grant. There would be no impact on the general fund.

**PREPARED BY:** Carolyn Seaton, Executive Director, Educational Services

**DATE:** September 3, 2008

**AGENDA NOTE**

**AGENDA NOTE**

**AGENDA NOTE**

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
SPECIAL EMPLOYMENT  
AGREEMENT FOR SERVICES

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

DaeLea Aldrich 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.)

Implementation of SB 78 and SB 601 at MCHS  
(Program/Project)

This service does \_\_\_\_\_ does not X require direct contact with students.

WITNESSETH:

THEREFORE, this agreement is made and entered into this 3rd day of September 2008,  
by and between the Manhattan Beach Unified School District and the above named person,  
hereinafter called Consultant

PAYMENT TO BE MADE BY THE DISTRICT

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

DATES OF SERVICE

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

September 4, 2008 through June 30, 2009

01.0 67610.0 15000 10000 5850 112  
(Account No.)

\_\_\_\_\_  
(Asst. Supt., Admin. Svcs.)

\_\_\_\_\_  
(Exec. Dir., Educational Svcs.)

\_\_\_\_\_  
(Consultant Signature)

Warrant to be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. **CONSENT ITEMS**

**TITLE:** Personnel Items

**BACKGROUND:** The Personnel items listed on the agenda for the meeting of September 3, 2008, are standard. The personnel lists are attached.

**ACTION RECOMMENDED:** Approval is recommended.

**PREPARED BY:** Janet Schwabe, Deputy Superintendent of Human Resources

**DATE OF BOARD MEETING:** September 3, 2008

AGENDA NOTE AGENDA NOTE AGENDA NOTE

**Ratify employment of classified personnel at effective dates listed:**

Bell, Olin, Special Ed. I.A., MBMS, Perm., 53.12% time, Range 12, Step 6,  
(Replacement) effective 08/27/08  
Patricia Burk, Special Ed. I.A., MBMS, Perm., 81.25% time, Range 12, Step 6,  
(Replacement) effective 08/27/08  
Cartland, LaDonna, I.A., GV, Perm., 50% time, Range 11, Step 6, (Replacement)  
effective 08/27/08  
Cohill, Debra, Food Service Ass't. 1, GV, Perm., 25% time, Range 6, Step 1,  
(Replacement) effective 08/27/08  
Frankel, Anna, Office Spec., Preschool, Perm., 50% time, Range 18, Step 3, (New  
position) effective 08/27/08  
Mares, Emily, IBI, MCHS, Perm., 87.5% time, Range 17, Step 2, (IEP) effective  
08/27/08  
Payne, June, Special Ed. I.A, MCHS, Perm. 75% time, Range 12, Step 6, (Replacement)  
effective 08/27/08  
Schroeder, Yolanda, I.A., Pennekamp, Perm., 50% time, Range 11, Step 6 (Replacement)  
effective 08/27/08

**Ratify change of status of classified personnel at effective dates listed:**

Burkhead, Evelia, EDP Ass't., Pennekamp, Perm., 37.5% time, to EDP Ass't., Pacific, Perm., 50% time (Replacement)

Esslinger, Kimberly, Special Ed. I.A., Meadows, Perm., 41.62% time to Special Ed. I.A., Meadows, Perm., 75% time (IEP)

Campbell, Wendy, Food Service Ass't. I, MCHS, Perm. 43.75% time, to 46.88% time (Replacement)

Crampton, June, IA, GV, Perm., 50% time to 25% time (Reduction in hours due to lay-offs)

Falco, April, Special Ed. I.A., Pacific, Perm., 81.25% time to Special Ed. I.A., MBMS, Perm., 87.5% time (IEP)

Gardner, Cynthia, Office Specialist, MCHS, Perm., 100% time to Staff Secretary, MCHS, Perm., 100% time (Replacement)

Glunt, Mary, Special Ed. I.A., MBMS, Perm., 75% time to Office Specialist, MCHS, Perm., 100% time (Replacement)

Humphrey, Shari, Admin. Secretary (Non-Conf.), DO, Perm., 50% time and Office Supervisor, MCHS, Perm., 50% time to Office Supervisor, MCHS, Perm., 100% time (Replacement)

Kersenboom, Lisa, Special Ed. I.A., Pacific, Perm. 37.5% time, to Special Ed. I.A., MBMS, Perm., 62.5% time (IEP)

Knocke, Dallas, Special Ed. I.A., MBMS, Perm., 38.75% time to 81.25% time (Replacement)

McCormick, Mark, Choral Music Accompanist, MBMS/MCHS, Perm., 71.87% time to MCHS, Perm., 54.13% time (Voluntary reduction in hours)

McNeeley, Lois, Food Service Ass't. II, MCHS, Perm., 46.880% time to 78.13% time (Replacement)

Muhlbach, Kerry, Special Ed. I.A., Pennekamp, Perm., 62.5% time, to MBMS, Perm., 87.5% time (Replacement)

Scotton, Martha, Special Ed. I.A., Preschool, Perm., 50% time to Special Ed. I.A., Pacific, Perm., 62.5% time (New position)

Wilson, Lynn, Special Ed. I.A., MBMS, Perm., 81.25% time, to IBI, MBMS, Perm., 81.25% time (New position)

D. CONSENT ITEM

15. TITLE: Ratify Bid for Robinson Elementary School Modular Classroom Project

BACKGROUND: Pursuant to Sections 201111© to 20118.4 of the Public Contract Code (PCC) the district completed the public bid process to determine the most qualified bidder for the Robinson Elementary School Modular installation and construction project.

The successful bidder for the project was State Electric, 2402 Marshallfield Lane, Redondo Beach, California. Their bid was \$187,000.

This project is very similar to the modular project the board approved last summer with another contractor for Meadows Elementary School and that bid was for \$182,000.

The board is asked to ratify this contract as the project is currently underway. We were required to start the project prior to the board approving the low bidder due to the necessity to have the classroom ready for occupancy by the first day of school.

ACTION RECOMMENDED: Staff recommends the board ratify State Electric, 2402 Marshallfield Lane, Redondo Beach, California as the successful bidder for the Robinson Elementary School Modular installation and construction project.

REPAIRED BY: Steven Romines

DATE OF BOARD MEETING: September 3, 2008

AGREEMENT  
(To be completed after award)

THIS AGREEMENT, dated the 20th day of June, 2008 in the County of Los Angeles, State of California, by and between MANHATTAN BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" or "OWNER, " and State Electric, hereinafter referred to as "CONTRACTOR."

WITNESSETH :

That the DISTRICT and the CONTRACTOR for the consideration stated herein, agree as follows:

1. The complete contract includes all of the contract documents, including the Notice to Bidders Calling For Bids, Information for Bidders, Bid Form, Designation of Subcontractors, Contractors Certificate Regarding Worker's Compensation, Performance and/or Payment Bond (if applicable), Insurance Policies or Certificates, General Conditions (if any), Plans, Drawings, Specifications, this Agreement and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary, and what is called for by any shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for: Robinson Elementary School Portables

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All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and provisions of the complete contract as hereinabove defined. The Contractor shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Office of State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

3. District shall pay to the Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of One hundred eighty seven thousand dollars (\$ 187,000.00) said sum being the total amount of the contract as stipulated in the proposal.

4. The work shall not commence before but shall be completed on or before the dates stated in the District's Notice to Proceed.



5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85 it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of one hundred Dollars (\$100.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to Contractor. Contractor and Contractor's surety shall be liable for the amount thereof as provided in Article 64 of the General Terms and Conditions.
6. The number of copies of drawing and specifications to be furnished to Contractor free of charge, as provided in the General Conditions, is N/A
7. The number of executed copies of the Agreement, the Contractor's Certificate, the Performance Bond, and the Payment Bond required is one (1)
8. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California and that Gary Iraci whose title is CFO/Treasurer, is authorized to act for and bind the corporation.
9. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. The Contractor hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the contractor's failure to comply strictly with the IRCA.
11. The complete contract, as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

MANHATTAN BEACH

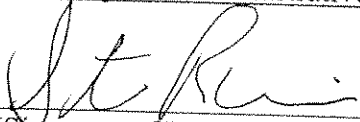
By: UNIFIED SCHOOL DISTRICT

By: State Electric Inc.

Asst. Supt. of Administrative Services

Gary Iraci

(Print Name)

  
(Signature of DISTRICT)

  
(Signature of CONTRACTOR)

June 20, 2008

(Date)

725248  
(Contractor's License No.)

8/6/08  
(Date)

(CORPORATE SEAL OF CONTRACTOR,  
if Corporation)

D. CONSENT ITEM

16. **TITLE:** Notice of Completion of the Robinson Elementary School Modular Classroom Construction Project

**BACKGROUND:** The Governing Board of the Manhattan Beach Unified School District resolves and gives notice that:

Pursuant to the Public Contract code sections 20111 and 20651 State Electric Inc., 2402 Marshallfield Lane, Redondo Beach, Ca 90278 contracted with the Governing Board of the Manhattan Beach Unified School District for the construction and installation of a modular classroom at Robinson Elementary School, 80 S. Morningside Ave, Manhattan Beach, Ca. 90277.

The construction and installation of the modular classroom has been inspected and approved by the district's Department of State Architect (DSA) inspector. The work has been completed and the contractor has complied with all Labor Compliance issues. There are no outstanding claims.

The Superintendent and the Assistant Superintendent Administrative Services confirm that the work and been completed, inspected, complies with the plans and specifications and complies with all Labor Compliance issues. The work was completed August 27, 2008.

**ACTION RECOMMENDED:** The board approve the construction and installation of a modular classroom at Robinson Elementary School as accepted and complete.

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** September 3, 2008

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN by the undersigned owner, a political subdivision of the State of California, that a public work of improvement described as Robinson Elementary School Modular classroom was completed on August 27, 2008.

The Contractors on such work were:  
State Electric Inc.  
2402 Marshallfield Lane  
Redondo Beach, CA 90278

Surety on Bond:  
North American Specialty Insurance Co.  
1200 Arlington Heights Rd, Suite 400  
Itasca, IL 60143

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

Dated September 3, 2008

Manhattan Beach Unified School District

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

By \_\_\_\_\_  
Steve Romines  
Title: Asst. Superintendent of  
Administrative Services

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

Dated September 3, 2008, and executed at Manhattan Beach, California.

SIGNED \_\_\_\_\_

**When recorded, return to:**  
Manhattan Beach Unified School District  
Attn: Business Office  
325 S. Peck Ave.  
Manhattan Beach, CA 90266

Recorded at the request of:

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

D. CONSENT ITEM

17. TITLE: Notice of Completion for Padua Glass Enterprises – Window Project at Mira Costa High School

BACKGROUND:

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

District staff, the district retained architect, William Burch and the Department of State Architect inspector, Sandy Pringle affirm that Padua Glass Enterprises, Inc., 1032 Brooks Street, Ontario, California has successfully completed the work they were contracted to perform at the Mira Costa High School Library.

ACTION RECOMMENDED: Staff recommends the board issue a notice of completion to Padua Glass Enterprises, Inc., 1032 Brooks Street, Ontario, California.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: September 3, 2008

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN by the undersigned owner, a political subdivision of the State of California, that a public work of improvement described as Window Project Mira Costa High School Library was completed on July 25 , 2008.

The Contractors on such work were:  
Padua Glass Enterprises, Inc.  
1032 Brooks Street  
Ontario, CA 91762

Surety on Bond:

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

Dated September 3, 2008

Manhattan Beach Unified School District

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

By \_\_\_\_\_

Steve Romines

Title: Asst. Superintendent of  
Administrative Services

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

Dated September 3, 2008, and executed at Manhattan Beach, California.

SIGNED \_\_\_\_\_

**When recorded, return to:**  
Manhattan Beach Unified School District  
Attn: Business Office  
325 S. Peck Ave.  
Manhattan Beach, CA 90266

Recorded at the request of:

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

**D. CONSENT ITEMS**

18. **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: Access One, Inc.

**ACTION RECOMMENDED:** Accept with thanks, gifts from:  
Access One, Inc.

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** September 3, 2008

AGENDA NOTE    AGENDA NOTE    AGENDA NOTE

<b>Donor</b>	<b>Description</b>	<b>Site Donated To</b>
Access One, Inc.	Computers, Printers, Office Furniture & Misc. Items	Robinson



**D. CONSENT ITEM**

19. **TITLE:** Developer Fees

**BACKGROUND:** The attached material details the District's share of Developer Fees collected during the month of July, 2008. The total received for the month of July is \$25,751.91.

**ACTION RECOMMENDED:** No action is recommended.

**PREPARED BY:** Steve Romines

**DATE OF BOARD MEETING:** September 3, 2008

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

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

2007/08	
July	50,153.60
August	75,454.71
September	76,676.66
October	62,436.20
November	65,426.51
December	40,720.29
January	46,236.31
February	103,542.40
March	66,203.24
April	52,407.91
May	112,019.12
June	36,606.07
<b>2007/08 Total</b>	<b>787,883.02</b>

2008/09	
July	25,751.91
August	
September	
October	
November	
December	
January	
February	
March	
April	
May	
June	
<b>2008/09 Total</b>	<b>25,751.91</b>

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

DEVELOPER FEES  
JULY 2008

<u>DATE</u>	<u>ADDRESS</u>	<u>ADDITION/ NEW CONSTRUCTION</u>	<u>SQUARE FOOTAGE</u>	<u>AMT PAID</u>
July		Redondo Beach USD—May/June		13,259.41
21	121 9th St	New Construction	3435	9,034.05
25	1809 Wendy Way	Addition	1315	3,458.45

**Total: \$25,751.91**

**G. BOARD BUSINESS**

1. **TITLE:** Discuss and Appoint Members to the MBUSD School Construction Bond Citizens' Oversight Committee (Proposition BB)

**BACKGROUND:** At its July 23<sup>rd</sup> Board Meeting, the Board of Trustees adopted Resolution 2008-12, ordering an election and establishing Election Order specifications to place a bond measure on the November 4, 2008 ballot. Funds from the bond will be used for the renovation, construction and expansion of school facilities at Mira Costa High School and to retire existing construction debt. The Los Angeles County Registrar's Office received and certified the resolution, the supporting ballot statement, and a project list.

In accordance with law (California Education Code Sections 15278-15282), if the bond passes by a 55 % majority in November, the Board of Trustees must establish an independent Citizens' Oversight Committee, pursuant to Section 15274. (See Exhibit A) The Board of Trustees desires to fulfill this requirement by appointing a strong and independent Bond Citizens' Oversight Committee prior to the election.

The charge of the independent Bond Citizens' Oversight Committee is to oversee the expenditure of moneys from the bond measure for the construction and modernization of the projects listed with the approval of the bond. The Oversight Committee communicates its findings to the Board and public in order to ensure that school bond funds are invested as the voters intended and that projects are completed wisely and efficiently.

Prior to the appointment of members, the Board has need to discuss and agree upon the number of members appointed to the Committee as well as to articulate the role and duties of the Committee, its place in the organization of the District, its relationship with the District and the District's commitment to provide the Committee with the resources, support and cooperation the Committee requires to accomplish its charge. For purposes of discussion and to provide staff direction on the intended memorandum of understanding between the District and Committee, the following points are offered:

- The Committee is charged with the responsibility of communicating its findings and recommendations to the District and the public so that the school bond funds authorized by the voters through Proposition BB are expended as the voters intended and that the projects are completed wisely and efficiently.
- The membership of the Committee shall be comprised of at least seven (Education Code 15282 (a)) to eleven members. (Board members need to determine a number of seven or more.)
- Five members of the committee will have qualifications as dictated by Education Code Section 15282 (a). These are listed as:

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

1. One member who is active in a business organization representing the business community located within the district.
  2. One member who is active in a senior citizens' organization.
  3. One member who is active in a bona fide taxpayers' organization.
  4. One member who is the parent or guardian of a child enrolled in the MBUSD.
  5. One member who is the parent or guardian of a child enrolled in the MBUSD and is active in a parent-teacher organization such as the Parent Teacher Association or school site council.
- Other members, as suggestions to the Board, could represent the City, American Institute of Architects, General Contractors, a technology field, etc.
  - No employee or official of the district shall be appointed to the Citizens' Oversight Committee. (Education Code 15282 (b))
  - No vendor, contractor, or consultant of the district shall be appointed to the Citizens' Oversight Committee. (Education Code 15282 (b))
  - Members are to serve for a term of two years without compensation and for no more than two consecutive terms. (Education Code 15828 (a))
  - Members will be required to sign a conflict of interest statement and to disclose any potential conflicts that may arise in the course of their service.
  - All Committee proceedings shall be open to the public except as necessary to consider legally privileged matters consistent with state law. Notice to the public shall be provided in the same manner as the proceedings of the governing board.
  - The Committee shall meet at least monthly or as often as the Committee shall deem necessary to conduct its business.

Once the Board has discussed and provided direction on the points outlined above, Board members may wish to review applications submitted by interested community members and make any or all appointments to the MBUSD School Construction bond Citizens' Oversight Committee.

**FINANCIAL IMPACT:** This action will add approximately \$67 million in general obligation funds to meet the District's new construction needs and to retire existing Certificates of Participation (COP) debt. The estimated cost to place the bond on the ballot in November 2008 is expected to be \$50,000. The costs associated with the MBUSD School Construction Bond Citizens' Oversight Committee will be for services, materials and supplies needed to fulfill the responsibilities assigned to it by law and the Board of Trustees.

**ACTION:** Discuss and Appoint Members to the MBUSD School Construction Bond Citizens' Oversight Committee (Proposition BB)

**PREPARED BY:** Beverly Rohrer, Superintendent of Schools

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

**Exhibit A**

**CALIFORNIA EDUCATION CODE  
SECTION 15278-15282  
CITIZENS' OVERSIGHT COMMITTEE**

15278. (a) If a bond measure authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution is approved, the governing board of the school district or community college shall establish and appoint members to an independent citizens' oversight committee, pursuant to Section 15282, within 60 days of the date that the governing board enters the election results on its minutes pursuant to Section 15274.

(b) The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditure of bond revenues. The citizens' oversight committee shall actively review and report on the proper expenditure of taxpayers' money for school construction. The citizens' oversight committee shall advise the public as to whether a school district or community college district is in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution. The citizens' oversight committee shall convene to provide oversight for, but not be limited to, both of the following:

- (1) Ensuring that bond revenues are expended only for the purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- (2) Ensuring that, as prohibited by subparagraph (A) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, no funds are used for any teacher or administrative salaries or other school operating expenses.

(c) In furtherance of its purpose, the citizens' oversight committee may engage in any of the following activities:

- (1) Receiving and reviewing copies of the annual, independent performance audit required by subparagraph (C) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- (2) Receiving and reviewing copies of the annual, independent financial audit required by subparagraph (C) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- (3) Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- (4) Receiving and reviewing copies of any deferred maintenance proposals or plans developed by a school district or community college district, including any reports required by Section 17584.1.
- (5) Reviewing efforts by the school district or community college district to maximize bond revenues by implementing cost-saving measures, including, but not limited to, all of the following:
  - (A) Mechanisms designed to reduce the costs of professional fees.
  - (B) Mechanisms designed to reduce the costs of site preparation.
  - (C) Recommendations regarding the joint use of core facilities.
  - (D) Mechanisms designed to reduce costs by incorporating efficiencies in schoolsite design.

(E) Recommendations regarding the use of cost-effective and efficient reusable facility plans.

15280. (a) The governing board of the district shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of its purpose and sufficient resources to publicize the conclusions of the citizens' oversight committee.

(b) All committee proceedings shall be open to the public and notice to the public shall be provided in the same manner as the proceedings of the governing board. The citizens' oversight committee shall issue regular reports on the results of its activities. A report shall be issued at least once a year. Minutes of the proceedings of the citizens' oversight committee and all documents received and reports issued shall be a matter of public record and be made available on an Internet website maintained by the governing board.

15282. (a) The citizens' oversight committee shall consist of at least seven members to serve for a term of two years without compensation and for no more than two consecutive terms. While consisting of a minimum of at least seven members, the citizens' oversight committee shall be comprised, as follows:

- (1) One member shall be active in a business organization representing the business community located within the district.
- (2) One member shall be active in a senior citizens' organization.
- (3) One member shall be active in a bona fide taxpayers' organization.
- (4) For a school district, one member shall be the parent or guardian of a child enrolled in the district. For a community college district, one member shall be a student who is both currently enrolled in the district and active in a community college group, such as student government. The community college student member may, at the discretion of the board, serve up to six months after his or her graduation.
- (5) For a school district, one member shall be the parent or guardian of a child enrolled in the district and active in a parent-teacher organization, such as the Parent Teacher Association or schoolsite council. For a community college district, one member shall be active in the support and organization of a community college or the community colleges of the district, such as a member of an advisory council or foundation.

(b) No employee or official of the district shall be appointed to the citizens' oversight committee. No vendor, contractor, or consultant of the district shall be appointed to the citizens' oversight committee. Members of the citizens' oversight committee shall, pursuant to Sections 35233 and 72533, abide by the prohibitions contained in Article 4 (commencing with Section 1090) and Article 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code.

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES

Purpose: To ensure that General obligation Bond funds are used in accordance with the intention of voters and with the highest possible level of efficiency so that Mira Costa High School renovated and improved to better serve the educational needs of the students in our community

Goals: To validate to the community and to the Board of Trustees that all funds are expended as stated in the bond proposal and as approved by voters on November 7, 2008.

To provide progress reports to the Board of Trustees, MBUSD staff, parents, and members of the community.

APPLICATION FOR APPOINTMENT

General Information

Name: Robert Daviduk
Home Address:
Telephone # (home):

Employment Information

Name of Employer: Guagenheim Partners
Work Address:
Telephone # (work):

Educational Background (response optional)

College and/or University: Bucknell University, New York University - Stern School of Business
Degree/Major: Bach. Science Bus Adm - Accounting, MBA - Finance and Int'l Business

Vocational and/or other institutions:
Certificate/Technical Training: Chartered Financial Analyst (CFA)

Have you ever been employed by the Manhattan Beach Unified School District? [ ] Yes [x] No

Qualifications: Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.)

Please see attached

Please answer the following questions:

- 1. How long have you been a resident of Manhattan Beach? 4 Years 9 Months
2. Do you have or have you had children or grandchildren in the Manhattan Beach public schools? [x]
3. Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee [ ] Yes [x] No



If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)  
Please see attached

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?  
NO

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?  
YES

**Additional Information**

Have you been a member of any other district or school-based committee?  Yes  No  
If so, in what capacity? \_\_\_\_\_

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Business/Occupation</u>
1. <u>Martin &amp; Linda Ensbury</u>			
2. <u>Jan Kipkin</u>			
3. <u>Doug McDonald</u>			

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: Robert Daviduk Date: 6/14/08

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.

Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

**COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008**

Robert Daviduk

Application for Appointment to Citizen's Bond Oversight Committee

Qualifications:

I have been employed in the financial services industry for over 20 years in various capacities. I have a wide array of experience including municipal bond finance. In my current position I oversee a team of traders, portfolio managers and research analysts. My responsibilities include developing an annual budget and for managing my team within it. I also have a basic working knowledge of construction from working in that industry during summer breaks in high school and college. I have also planned and completed projects with my father who is an engineer.

Question #4:

I would like to have a positive impact on the schools within Manhattan Beach. I have two young children (my daughter aged 5 – who was just “promoted” from kindergarten to 1<sup>st</sup> grade at Grand View and my son who is 3 years old). Since our children are just beginning their time in the Manhattan Beach public schools, I would like for them and all of the other children in Manhattan Beach to have the best facilities possible. With that being said, I also realize that there is a finite amount of funds that are available for the improvement of the high school, therefore they must be spent wisely. If I am appointed to the oversight committee I will work diligently to ensure that any monies dedicated to the improvement of the high school are spent in a fiscally sound and cogent manner.

## APPLICATION FOR APPOINTMENT

### General Information

Name: Michael Kling

Home Address: \_\_\_\_\_

Telephone # (home): \_\_\_\_\_

### Employment Information

Name of Employer: Deloitte & Touche LLP / Deloitte Financial Advisory Services LLP

Work Address: \_\_\_\_\_

Telephone # (work): \_\_\_\_\_

### Educational Background (response optional)

College and/or University: Drexel University and Widener University School of Law

Degree/Major: B.S.-Civil Engineering, B.S.-Architectural Engineering, and Juris Doctorate-Law

Vocational and/or other institutions: \_\_\_\_\_

Certificate/Technical Training: Professional Engineer and Licensed Attorney

Have you ever been employed by the Manhattan Beach Unified School District? [ ] Yes [X] No

**Qualifications:** Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.)

Over the past 18 years, I have worked as a professional engineer and licensed attorney in the engineering and construction field. I have significant experience with public and private sector clients in providing construction advisory related services. As a result, I have worked on matters involving design and construction, project management and controls, risk management construction claims, process improvement, management reporting and construction and commercial litigation.

Please answer the following questions:

1. How long have you been a resident of Manhattan Beach? 1 Years 1 Months

2. Do you have or have you had children or grandchildren in the Manhattan Beach public schools? [ x ] Yes [ ] No

3. Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee [ ] Yes [ x ] No  
If yes, explain: \_\_\_\_\_

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)

I think that I have the related background and experience in the design and construction field that may be useful on the Oversight Committee and would like to give back to my community in some way.

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?

No

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?

Currently my job and other commitments should allow me to participate in the Committee meetings and that should be the case over the next 4 years. However, over the next four years, there could be limited instances when I am unable to attend a specific meeting due to another commitment but those instances will not be typical.

**Additional Information**

Have you been a member of any other district or school-based committee? [ ] Yes [X] No  
If so, in what capacity?

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

Name Address Phone Business/Occupation

1. Kevan Flanigan; Resides in Hermosa Beach;
2. Susie Donahoe; Resides in Manhattan Beach;
3. Fern Orenstein; Resides in Manhattan Beach

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: Michael W. Kling

Date: 6/27/08

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.  
Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

**COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008**

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES

Purpose: To ensure that General obligation Bond funds are used in accordance with the intention of the voters and with the highest possible level of efficiency so that Mira Costa High School is renovated and improved to better serve the educational needs of the students in our community.

Goals: To validate to the community and to the Board of Trustees that all funds are expended as stated in the bond proposal and as approved by voters on November 7, 2008.

To provide progress reports to the Board of Trustees, MBUSD staff, parents, and members of the community.

APPLICATION FOR APPOINTMENT

General Information

Name: Ed Lear
Home Address: 51
Telephone # (home): 21

Employment Information

Name of Employer: Century Law Group LLP
Work Address:
Telephone # (work):

Educational Background (response optional)

College and/or University: Dartmouth College A.B. Policy Studies
Degree/Major: UCLA School of Law J.P.

Vocational and/or other institutions: 0
Certificate/Technical Training: 0

Have you ever been employed by the Manhattan Beach Unified School District? [ ] Yes [X] No

Qualifications: Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.)

I am an attorney who runs a five attorney practice. My experience includes handling business and real estate litigation. I often deal w/ expert witnesses regarding financial considerations and highest and best use analyses (particularly with my eminent domain practice). This background will enable me to help evaluate the most efficient use of bond funds.

Please answer the following questions:

- 1. How long have you been a resident of Manhattan Beach? 10 Years \_\_\_ Months
2. Do you have or have you had children or grandchildren in the Manhattan Beach public schools? [ ] Yes [X] No
3. Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee [ ] Yes [X] No
If yes, explain: \_\_\_\_\_

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)

To be directly involved in the process of improving educational facilities in our community. More specifically, I seek to ensure that bond funds are used efficiently and consistent with the intention of our community.

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?

No

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?

Yes

**Additional Information**

Have you been a member of any other district or school-based committee?  Yes  No

If so, in what capacity? but City of Manhattan Beach Commissioner for past 8 yrs.

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

Name                      Address                      Phone                      Business/Occupation

- 1. Nick Tell
- 2. Joyce Fahey
- 3. Portia Cohen

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: Edward Lee                      Date: 7/31/08

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.

Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

**COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008**

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES

Purpose: To ensure that General obligation Bond funds are used in accordance with the intention of the voters and with the highest possible level of efficiency so that Mira Costa High School is renovated and improved to better serve the educational needs of the students in our community.

Goals: To validate to the community and to the Board of Trustees that all funds are expended as stated in the bond proposal and as approved by voters on November 7, 2008.

To provide progress reports to the Board of Trustees, MBUSD staff, parents, and members of the community.

APPLICATION FOR APPOINTMENT

General Information

Name: TIM LILLIGREN
Home Address:
Telephone # (home):

Employment Information

Name of Employer: TIMOTHY J. LILLIGREN, CPA
Work Address:
Telephone # (work):

Educational Background (response optional)

College and/or University: UNIVERSITY OF CALIFORNIA
Degree/Major: BA SOCIOLOGY / CRIMINOLOGY

Vocational and/or other institutions: MIA
Certificate/Technical Training: CPA, CERTIFIED MUNICIPAL TREASURER

Have you ever been employed by the Manhattan Beach Unified School District? [ ] Yes [X] No

Qualifications: Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.)

SEE ATTACHMENT 1

Please answer the following questions:

- 1. How long have you been a resident of Manhattan Beach? 5 Years 2 Months
2. Do you have or have you had children or grandchildren in the Manhattan Beach public schools? [X] Yes [ ] No
3. Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee [ ] Yes [ ] No POTENTIAL -
If yes, explain: I WILL ASK THE CITY ATTORNEY IF MY ROLE AS CITY TREASURER IS A LEGAL CONFLICT.

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)

SEE ATTACHMENT 1

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?

~~NO~~ SEE ATTACHMENT 1

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?

SEE ATTACHMENT 1

**Additional Information**

Have you been a member of any other district or school-based committee?  Yes  No  
If so, in what capacity? \_\_\_\_\_

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

Name	Address	Phone	Business/Occupation
1. Bob Holmes			
2. Brad Joan Jones			
3. Jennifer Williams			

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: [Signature] Date: 7/21/08

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.

Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

**COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008**



**Tim Lilligren  
Attachment 1  
Bond Oversight Committee Application  
July 23, 2008**

**Qualifications:**

CPA with 25 years experience in performing certified audits of medium size (\$10 to \$45 million) construction companies. The audits included approximately \$45 Million portion of the Getty Museum and approximately \$30 million portion of the New LA County Hospital. Names of the contractors are available if requested.

Served 2 terms on City Council and Mayor - I was on the City Council when the original 2 bond issues were passed and had to deal with the community response to those projects. This included an extremely sensitive issue involving conflicts involving construction at the Middle School and adjacent neighborhoods. I have extensive experience working with the Manhattan Beach residents, sitting at and conducting public hearings, receiving public input from a variety of sources, working within a "committee environment", and the rules of the Brown Act.

Currently City Treasurer of Manhattan Beach, elected March 2005.

**Item 4)** Due to my experience with the prior two bond issues I have an interest in seeing this bond and construction project proceed without the problems encountered in the past. I bring a unique combination of construction audit experience, history of working with the Manhattan Beach residents, a vivid memory of problems encountered with the prior bonds, and the desire to make this bond issue/ project go well. Although the previous bond issue required a bond oversight committee it did not function in an effective manner. I will help ensure this one is effective.

**Item 5)** While on City Council the city issued one bond for the construction of the Sewer/water systems. The bond did not have an oversight committee such as this however the City Council provided oversight of the bond issuance and construction project.

**Item 6)** I will be on vacation from August 4 through August 25. Other than that I am in town and free to participate.

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES

- Purpose: To ensure that General obligation Bond funds are used in accordance with the intention of the voters and with the highest possible level of efficiency so that Mira Costa High School is renovated and improved to better serve the educational needs of the students in our community.
Goals: To validate to the community and to the Board of Trustees that all funds are expended as stated in the bond proposal and as approved by voters on November 7, 2008.
To provide progress reports to the Board of Trustees, MBUSD staff, parents, and members of the community.

APPLICATION FOR APPOINTMENT

General Information

Name: Rafael Mendes
Home Address:
Telephone # (home):

Employment Information

Name of Employer: Pacific Proport Advisors
Work Address:
Telephone # (work):

Educational Background (response optional)

College and/or University: U.S.C.
Degree/Major: Bachelor's Finance

Vocational and/or other institutions:
Certificate/Technical Training: SBE Appraisal License - Advanced

Have you ever been employed by the Manhattan Beach Unified School District? [ ] Yes [X] No

Qualifications: Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.)

I have a Bachelor's Degree in Finance + studied economics in graduate school. I spent numerous years in the investment field as a stockbroker + running a hedge fund. I spent nearly 9 years of the CA County Assessor as Deputy Assessor and have full knowledge of real estate. I now run a Real Estate Tax consulting firm.

Please answer the following questions:

- 1. How long have you been a resident of Manhattan Beach? 1 Years 1 Months
2. Do you have or have you had children or grandchildren in the Manhattan Beach public schools? [ ] Yes [ ] No
3. Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee [ ] Yes [X] No
If yes, explain:

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)

I would like to help our schools and make sure they receive the proper facilities they deserve but also in a financially prudent manner. I want MBUSD to continue to be one of the top school districts in the nation and fully industrial state of the art facilities is a must.

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?

No

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?

Yes, I will have no conflicts

**Additional Information**

Have you been a member of any other district or school-based committee?  Yes  No

If so, in what capacity?

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Business/Occupation</u>
1. Ellen Chao			
2. Patrick Zoney			
3. Whitley Collins			

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Date: 8/2/08

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.

Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

**COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008**

Thank you for the opportunity!

### MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

#### CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES

- Purpose:** To ensure that General obligation Bond funds are used in accordance with the intention of the voters and with the highest possible level of efficiency so that Mira Costa High School is renovated and improved to better serve the educational needs of the students in our community.
- Goals:** To validate to the community and to the Board of Trustees that all funds are expended as stated in the bond proposal and as approved by voters on November 7, 2008.
- To provide progress reports to the Board of Trustees, MBUSD staff, parents, and members of the community.

#### APPLICATION FOR APPOINTMENT

##### General Information

Name: GARY M. OSTERHOUT  
 Home Address: \_\_\_\_\_  
 Telephone # (home): \_\_\_\_\_

##### Employment Information

Name of Employer: PRICEWATERHOUSECOOPERS LLP  
 Work Address: \_\_\_\_\_  
 Telephone # (work): \_\_\_\_\_

##### Educational Background (response optional)

College and/or University: COLORADO STATE UNIVERSITY  
 Degree/Major: B.S./M.S. - BUSINESS ADMINISTRATION; ACCOUNTING/TAXATION

Vocational and/or other institutions: \_\_\_\_\_

Certificate/Technical Training: CERTIFIED PUBLIC ACCOUNTANTS (CPA): CALIFORNIA/COLORADO

Have you ever been employed by the Manhattan Beach Unified School District?  Yes  No

**Qualifications:** Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.)

OVER 25 YEARS OF ACCOUNTING PROFESSION EXPERIENCE DEALING WITH THE FINANCIAL STATEMENTS, BOOKS, AND RECORDS OF LARGE, COMPLEX BUSINESS ENTITIES. EXTENSIVE EXPERIENCE WITH THE PUBLIC PROCESS THROUGH PARTICIPATION IN CIVIC AFFAIRS AND THE POLITICAL PROCESS, INCLUDING MEMBERSHIPS IN CIVIL/COMMUNITY BOARDS, COMMITTEES, AND COMMISSIONS.

Please answer the following questions:

- How long have you been a resident of Manhattan Beach? 16 Years \_\_\_\_\_ Months
- Do you have or have you had children or grandchildren in the Manhattan Beach public schools?  Yes  No
- Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee?  Yes  No  
 If yes, explain: \_\_\_\_\_

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)  
I BELIEVE I CAN ENHANCE THE PROCESS AND ADD CREDIBILITY TO THIS COMMITTEE. I WOULD BE DEDICATED TO ASSISTING THE COMMITTEE TO ESTABLISH COMMUNITY UNDERSTANDING THAT THIS, AND FUTURE, BOND ISSUES WOULD BE CONSIDERED WITH MAXIMUM ACCOUNTABILITY, TRANSPARENCY, AND COMMITMENT TO GOOD PROCESS

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?  
I HAVE NEVER BEEN A MEMBER OF A BOND OVERSIGHT COMMITTEE.

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?  
I WILL BE ABLE TO FREELY PARTICIPATE.

**Additional Information**

Have you been a member of any other district or school-based committee?  Yes  No  
If so, in what capacity? MEMBER OF GRAND VIEW ELEMENTARY SCHOOL PTA EXECUTIVE BOARD (AUDITOR)

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Business/Occupation</u>
1. <u>FAITH BACKUS HOWS</u>			
2. <u>GERALD O'CONNOR</u>			
3. <u>HELEN LOHA</u>			

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: [Signature] Date: 6/26/08

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.

Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

**COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008**

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES**

Purpose: To ensure that General obligation Bond funds are used in accordance with the intention of the voters and with the highest possible level of efficiency so that Mira Costa High School is renovated and improved to better serve the educational needs of the students in our community.

Goals: To validate to the community and to the Board of Trustees that all funds are expended as stated in the bond proposal and as approved by voters on November 7, 2008.  
To provide progress reports to the Board of Trustees, MBUSD staff, parents, and members of the community.

**APPLICATION FOR APPOINTMENT**

**General Information**

Name: Noel Palm

Home Address: \_\_\_\_\_

Telephone # (home) \_\_\_\_\_

**Employment Information**

Name of

Employer: Retired

Work Address: \_\_\_\_\_

Telephone # (work): \_\_\_\_\_

**Educational Background (response optional)**

College and/or University: Santa Ana College

Degree/Major: AA

Vocational and/or other institutions: \_\_\_\_\_

Certificate/Technical Training: \_\_\_\_\_

Have you ever been employed by the Manhattan Beach Unified School District?  Yes  No

**Qualifications:** Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.)

30 years supervising the design, sales and installation of low voltage communication systems and their interface to the mechanical, electrical and structural elements of large commercial projects to meet the plans and specifications as developed by the design team and approved by the authority having jurisdiction.

Please answer the following questions:

1. How long have you been a resident of Manhattan Beach? 48 Years      Months
2. Do you have or have you had children or grandchildren in the Manhattan Beach public schools?  Yes  No
3. Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee  Yes  No

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)

Combined with my school board experience my knowledge of construction and school operations should be of value.

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?

No

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?

Yes

**Additional Information**

Have you been a member of any other district or school-based committee? [x] Yes [ ] No

If so, in what capacity? Board member

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

Name Address Phone Business/Occupation

1. Nancy Hersman

2. John Calhoun

3. Bruce Kuch

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: Steve Romines Date: 8-23-08

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.

Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

**COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008**

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES

- Purpose: To ensure that General obligation Bond funds are used in accordance with the intention of the voters and with the highest possible level of efficiency so that Mira Costa High School is renovated and improved to better serve the educational needs of the students in our community.
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APPLICATION FOR APPOINTMENT

General Information

Name: Kathleen Paralusz
Home Address:
Telephone # (home):

Employment Information

Name of Employer: Northrop Grumman Corporation
Work Address:
Telephone # (work):

Educational Background (response optional)

College and/or University: Univ. of Pennsylvania (undergrad); Boston Univ. School of Law (grad)
Degree/Major: B.A./History (1993); J.D. (1998)

Vocational and/or other institutions:
Certificate/Technical Training:

Have you ever been employed by the Manhattan Beach Unified School District? [ ] Yes [X] No

Qualifications: Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.)

I am a government contracts attorney and frequently review contracts and statutes to determine whether my client is in compliance with its obligations. I am detail-oriented and thorough. However, I do not have experience spec. to finance, facilities or construction, other than the issues I review on the Planning Commission.

- 1. How long have you been a resident of Manhattan Beach? 9 Years 0 Months
2. Do you have or have you had children or grandchildren in the Manhattan Beach public schools? [ ] Yes [X] No
3. Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee [ ] Yes [X] No
If yes, explain:



4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)

As a future parent, a taxpayer and a resident, it is important to me that we have the appropriate oversight over bond activities to ensure that our citizens and our students get the best value as the bond requirements dictate.

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?

No

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?

Yes - I work in El Segundo and have a flexible schedule.

**Additional Information**

Have you been a member of any other district or school-based committee?  Yes  No  
If so, in what capacity? \_\_\_\_\_

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Business/Occupation</u>
1. <u>Portia Cohen</u>			
2. <u>Kathleen Terry</u>			
3. <u>Cristina Wickler</u>			

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: [Signature] Date: 8-13-08

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.

Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

**COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008**

# MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

## CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES

- Purpose:** To ensure that General obligation Bond funds are used in accordance with the intention of the voters and with the highest possible level of efficiency so that Mira Costa High School is renovated and improved to better serve the educational needs of the students in our community.
- Goals:** To validate to the community and to the Board of Trustees that all funds are expended as stated in the bond proposal and as approved by voters on November 7, 2008.
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## APPLICATION FOR APPOINTMENT

### General Information

Name: George M. Reppucci

Home Address:

Telephone # "

### Employment Information

Name of Employer: Westwind Engineering (Dr. Carl Graves)

Work Address:

Telephone # (work):

### Educational Background (response optional)

College and/or University: University Of Southern California and UCLA

Degree/Major: USC: BSEE and MS Systems Management / UCLA Executive Program

Vocational and/or other institutions: \_\_\_\_\_

Certificate/Technical Training: \_\_\_\_\_

Have you ever been employed by the Manhattan Beach Unified School District? [ ] Yes [X] No

**Qualifications:** Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.) *(See enclosed Biography)*

*I have over thirty years project management leadership experience with direct responsibility and accountability for technical, cost and schedule performance of large (multi-hundred million dollar) projects from inception to completion while employed at TRW/ Northrop Grumman. As project manager I was responsible for prime contract planning and negotiations with the customers, and major subcontractor selection, negotiations, progress assessment, and issue resolution, and I authorized /approved subcontractor progress payments based upon their successful accomplishment of key contractual milestones. My project management experience includes personally evaluating project progress and reporting technical, schedule and financial status to customer and senior corporate management in formal monthly reviews. This also included project production facility modification coordination and scheduling change request approval/control, cost and schedule analyses, discussion of programmatic issues, and review and approval of corrective action recovery plans. My hands-on management style included MBWA (management by walking around) which means I regularly visited the factory manufacturing areas that were fabricating, assembling and constructing portions of sophisticated spacecraft to get to know the workers by name, build trust across the project team, see first hand the production progress, and identify production issues for management resolution that were hindering workers from attaining project goals.*

*As a private investor, with a portfolio that includes municipal government and university bonds, I am familiar with bond ratings and relationship of price to interest rates, yield, call provisions, and bond redemptions.*

*It is these skills and experience that I will apply to the upcoming MBUSD facility construction projects if selected for your committee..*

Please answer the following questions:

1. How long have you been a resident of Manhattan Beach? **20** Years 0 Months
2. Do you have or have you had children or grandchildren in the Manhattan Beach public schools? [] Yes [] No
3. Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee [] Yes [] No

If yes, explain: \_\_\_\_\_

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)  
*I have observed the cost and schedule difficulties encountered by the School District in executing prior school construction projects due to deficient project management and want to offer my expertise so that previous problems with construction cost overruns, specification and code compliance, change review/approval, and cost/schedule progress assessment are not repeated.*

*As an Oversight Committee member, I will regularly visit the construction site(s) to personally view status and be better prepared for assessment of the veracity of facility construction progress as presented to MBUSD Oversight Committee meetings and suggest recommendations for any needed corrective actions.*

*I will advocate disciplined project design /specification change control and recommend that there be only one person (designated in the contract) with responsibility and authority to direct project design changes and the contractor(s) will be contractually prohibited from taking change direction from any other person either verbally or in writing.*

*I will:*

- A) *Help ensure facility design drawings and specifications are fully compliant with all applicable government codes and regulations before work begins to avoid costly rework/inspector disapprovals..*
- B) *Review proposal request preparation and contractor proposal response evaluations to recommend the best contractor for the project.*
- C) *Commit my talents to help ensure that the promised facility construction will be delivered within budget.*
- D) *Help oversee upcoming school improvement projects and restore citizen confidence in the ability of the MBUSD Board to fully and cost effectively realize educational facilities described in voter approved ballot measures.*

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?

*No.*

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?

*Yes.*

*I am a program management consultant who has recently substantially reduced my hours of work with a plan to fully retire before mid-year 2008. So, my time availability should be compatible with the needs of the committee.*

#### **Additional Information**

Have you been a member of any other district or school-based committee? [] Yes [] No

If so, in what capacity?

*Member Board of Directors USC Trojan Marching Band (Current); Past Member of Beach Cities Trojan Club Board of Directors, Past Committee Chair for annual TRW corporate-wide USC Engineering Alumni/employee funding drive; Past Member of Academic Committee and Annual Fundraising Drive Committee St Bernard High School (Westchester).*

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Business/Occupation</u>
1. Marshall Novick			
2. Douglas Au			
3. James Essman			

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: *G.M. Reppucci (signed)* Date: *6/17/08*

## **George M Reppucci**

**New Business Development Consultant**

**Formerly Director and Program Manager  
TRW Space and Electronics**



George Reppucci is a new business development consultant specializing in ISR, earth observation, interplanetary and communications spacecraft. Over the past nine years he has consulted with Northrop Grumman/TRW on nineteen major new business proposals including GOES R, GPS-OCX, MYAH, TSAT, CEV, James Webb Space Telescope, P982, Prometheus/JIMO, Space Based Radar, Space Based Surveillance System, NPOESS, STSS, Intelsat, PanAmSat, and WildBlu. On these proposals he has held a range of leadership positions as volume captain, lead author and senior reviewer for major proposal documents such as the management volume, mission capability volume, resources and organization volume, team capability volume, cost volume, system test plan, program subcontract plan, and program management Integrated Master Plan and Integrated Master Schedule volumes.

He was with TRW for 30 years where he retired as Director of Spacecraft Development responsible for leadership of the spacecraft project management staff and satellite technology advanced research and development.

From 1995 through 1998 he was program manager of several low earth orbit satellites including the \$760M SBIRS-Low early warning spacecraft with payloads consisting of advanced IR sensors and inter-satellite cross-links. As program manager for the \$96M fixed-price Korean KOMPSAT program, he was responsible for leading the flight hardware production, system integration and test, and subsequent on-time delivery of the completed satellite to Korea. The satellite is successfully in orbit gathering global images. Previously he managed the \$80M SSTI satellite where he gained first hand knowledge of the challenges associated with designing, building and launching a satellite in 24 months.

He was program manager of the \$330M Tracking and Data Relay Satellite (TDRS) Flight 7 from 1988 through 1995, leading the program team through design, manufacturing, test, launch and highly successful orbital operation. TDRS is NASA's most technically sophisticated communications satellite. Now 13 years since launch, the satellite continues to perform flawlessly in orbit supporting data relay for NASA missions including the Space Shuttle and International Space Station.

From 1979 through 1988 he held project management positions on programs of national importance where he led engineering teams to successful development and orbital operation of lightweight, high power satellite electrical systems. Throughout the 1970's he was responsible for the power system designs of many TRW satellites including HEAO, Fltsatcom and the nuclear powered Pioneer 10 and 11 interplanetary spacecraft.

From 1964 through 1969 he was with Northrop Space Laboratories where he held satellite subsystem engineering and project management positions on the Air Force OV5-9 and OV2-5 satellite programs.

He has been an invited lecturer on aerospace power systems at Stanford, Purdue, CalPoly SLO and Long Beach State Universities. In addition, he has been an invited speaker at AIAA Section meetings at JSC in Houston and Los Angeles. He has published 12 papers on satellite systems design and been session chairman at several IECEC Conferences.

He has BSEE and MS Systems Management degrees from the University of Southern California and has completed the Executive Management Program at UCLA.

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

CITIZEN'S BOND OVERSIGHT COMMITTEE - SCOPE OF RESPONSIBILITIES

- Purpose: To ensure that General obligation Bond funds are used in accordance with the intention of the voters and with the highest possible level of efficiency so that Mira Costa High School is renovated and improved to better serve the educational needs of the students in our community.
- Goals: To validate to the community and to the Board of Trustees that all funds are expended as stated in the bond proposal and as approved by voters on November 7, 2008.
- To provide progress reports to the Board of Trustees, MBUSD staff, parents, and members of the community.

APPLICATION FOR APPOINTMENT

General Information

Name: KIMBERLY ROBINSON

Home Address: \_\_\_\_\_

Telephone # (home): \_\_\_\_\_

Employment Information

Name of Employer: SELF

Work Address: \_\_\_\_\_

Telephone # (work) \_\_\_\_\_

Educational Background (response optional)

College and/or University: UNC - GREENSBORO

Degree/Major: BA COMMUN. CAREERS & PSYCHOLOGY

Vocational and/or other institutions: UCLA & ECC

Certificate/Technical Training: ARCHITECTURE & CONSTRUCTION & BLEED TRAINING

Have you ever been employed by the Manhattan Beach Unified School District?  Yes  No

Qualifications: Describe your skills, training, and experience in finance, facilities, and/or construction. (You may attach an additional page if needed.)

TRAINING IN ARCHITECTURE, DESIGN, CONSTRUCTION & LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN.

PTA, MBEF BOARD

Please answer the following questions:

- How long have you been a resident of Manhattan Beach? 18 Years 3 Months
  - Do you have or have you had children or grandchildren in the Manhattan Beach public schools?  Yes  No
  - Do you know of any reason such as a conflict of interest which would adversely affect your ability to serve on the Oversight Committee  Yes  No
- If yes, explain: \_\_\_\_\_

4. Explain why you would like to be appointed to this committee. (You may attach pages, if needed.)

I WOULD LIKE TO USE MY BACKGROUND IN ARCHITECTURE, CONSTRUCTION, AND PASSION FOR EXCELLENCE IN EDUCATION TO HELP THIS COMMITTEE ENSURE DUE DILIGENCE IN THIS PROCESS FOR THE GOOD OF THE COMMUNITY. I FEEL A RESPONSIBILITY TO ACT, RATHER THAN "SIT BACK".

5. Have you ever been a member of a bond oversight committee either in Manhattan Beach or in another city? If so, when and where?

No

6. We anticipate that the committee will begin meeting as early as mid-July, 2008, and continue through approximately the year 2012, meeting when necessary. Will your job and/or home commitments(s) enable you to freely participate in these meetings?

Yes

**Additional Information**

Have you been a member of any other district or school-based committee?  Yes  No

If so, in what capacity? MBDF - GRANTS COMMITTEE, PTA - VARIOUS, PLANET PALS - GREEN SCHOOLS COMMITTEE

**Personal References:** List references who have knowledge of your character, experience, and abilities. Do not include names of relatives. (You may attach letters of reference from those listed, if you wish.)

Name	Address	Phone	Business/Occupation
1. DIANE LEVITT			
2. MIKE MCKINNON			
3. ANDREW HUNTER			

**Certificate of Applicant:** All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: [Signature] Date: 7/17/08

Completed application is to be submitted to Nancy Bogart, Executive Assistant, 325 S. Peck Avenue, Manhattan Beach, CA 90266, or emailed to nbogart@mbusd.org.

Should you have any questions, please call the Superintendent's Office at (310) 318-7345, ext. 5902, for Dr. Beverly Rohrer or Nancy Bogart, or, ext. 5944, for Dr. Steve Romines.

COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, JUNE 27, 2008



**G. BOARD BUSINESS**

2. **TITLE:** Receive for First Reading and Adoption, revised Board Bylaw 9320, Meetings and Notices

**BACKGROUND:** Manhattan Beach Unified Board Bylaw 9320, Meetings and Notices, is presented to the Board as a revision for first reading and adoption. The **MANDATED** bylaw is revised to reflect **NEW LAW (SB 343)** which requires meeting notices and agendas to specify the location where members of the public can inspect documents that have been distributed to the Board less than 72 hours before the meeting. The bylaw is further modified to reflect **NEW LAW (AB 14)** which clarifies that a Board meeting may not be held in a facility that does not allow the admittance of a person on the basis of a protected category of discrimination.

As delegated by the Board, Board of Trustees' Vice President, Nancy Hersman has reviewed and commented on this policy. Her recommendations have been included in this revision. Mrs. Hersman is recommending adoption with this first reading.

**FINANCIAL IMPACT:** None

**ACTION:** Receive for First Reading and Adoption, Board Bylaw 9320, Meetings and Notices

**PREPARED BY:** Dr. Beverly Rohrer, Superintendent of Schools

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

**Board Bylaws**

**MEETINGS AND NOTICES**

Meetings of the Governing Board are conducted for the purpose of accomplishing district business.

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, **Board** meetings shall provide opportunities for questions and comments by members of the public and shall be conducted in accordance with law and Board procedures.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

~~(cf. 9322 - Agenda/Meeting Materials)~~

(cf. 9323 - Meeting Conduct)

*Except as otherwise authorized by law*, direct communication, personal intermediaries, and technological devices shall not be used by a majority of Board members to develop a collective concurrence as to an action to be taken by the Board on any item of district business. (Government Code 54952.2)

In order to help ensure participation in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Meeting notices and agendas shall specify that any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee ~~in writing~~. (Government Code 54954.2)

*Each agenda shall also list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting.* (Government Code 54957.5)

(cf. 9322 - Agenda/Meeting Materials)

**Board Bylaws****MEETINGS AND NOTICES****Regular Meetings**

The Board shall hold two regular meetings each month. Regular meetings shall be held at 6:30 p.m. on the first and third Wednesday at the district education center at 325 South Peck Avenue.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

**Special Meetings**

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive ~~a failure to receive~~ the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting *at the time it convenes*. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or ~~after~~ during the item's consideration. (Government Code 54954.3)

**Emergency Meetings**

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

**Board Bylaws****MEETINGS AND NOTICES**

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. *All telephone numbers provided by the media in the most recent request for notification must be exhausted.* If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

**Adjourned/Continued Meetings**

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

*Within 24 hours after the time of adjournment,* a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held ~~within 24 hours after the time of adjournment.~~ (Government Code 54955)

**Study Sessions, Retreats, Public Forums, and Discussion Meetings**

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)

**Board Bylaws**

**MEETINGS AND NOTICES**

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. ~~No~~ Action items shall *not* be included on the agenda for these meetings.

**Other Gatherings**

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

**Location of Meetings**

~~Meetings shall be held in a facility that is accessible to all persons, including disabled persons, without charge. (Government Code 54961)~~

**Board Bylaws****MEETINGS AND NOTICES**

*Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to disabled persons or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)*

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Meetings shall be held within district boundaries, except to do any of the following:  
(Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

**Board Bylaws****MEETINGS AND NOTICES**

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

**Teleconferencing**

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

*All teleconference locations shall be accessible to the public.* All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

**EDUCATION CODE**

35140 Time and place of meetings

35143 Annual organizational meeting, date, and notice

35144 Special meeting

35145 Public meetings

35145.5 Agenda; public participation; regulations

**Board Bylaws**

**MEETINGS AND NOTICES**

35146 Closed sessions

35147 Open meeting law exceptions and applications

**GOVERNMENT CODE**

11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54953 Meetings to be open and public; attendance

54954 Time and place of regular meetings

54954.1 Mailed notices

54954.2 Agenda posting requirements, board actions

54956 Special meetings; call; notice

54956.5 Emergency meetings

54961 Prohibition on use of certain facilities

**UNITED STATES CODE, TITLE 42**

12101-12213 Americans with Disabilities Act

**CODE OF FEDERAL REGULATIONS, TITLE 28**

35.160 Effective communications

36.303 Auxiliary aids and services

**COURT DECISIONS**

Wolfe v. City of Fremont, (2006) 144 Cal.App. 544

216 Sutter Bay Associates v. County of Sutter, (1997) 58 Cal.App. 4th 860

**ATTORNEY GENERAL OPINIONS**

88 Ops.Cal.Atty.Gen. 218 (2005)



**Board Bylaws**

**MEETINGS AND NOTICES**

84 Ops.Cal.Atty.Gen. 181 (2001)

84 Ops.Cal.Atty.Gen. 30 (2001)

79 Ops.Cal.Atty.Gen. 69 (1996)

78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

**CSBA PUBLICATIONS**

The Brown Act: School Boards and Open Meeting Laws, rev. 2006

**ATTORNEY GENERAL PUBLICATIONS**

The Brown Act: Open Meetings for Legislative Bodies, 2003

**WEB SITES**

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

California Attorney General's Office: <http://www.caag.state.ca.us>

**Bylaw MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

Adopted: October 20, 2004 Manhattan Beach, California

Revised: September 5, 2007

Revised:

G. **BOARD BUSINESS**

3. **TITLE:** Receive for First Reading and Adoption, revised Board Bylaw 9322, Agenda/Meeting Materials

**BACKGROUND:** Manhattan Beach Unified Board Bylaw 9322, Agenda/Meeting Materials, is presented to the Board as a revision for first reading and adoption. The **MANDATED** bylaw is revised to reflect **NEW LAW (SB 343)** which requires the agenda to specify the location where the public can inspect supporting agenda documents that have been distributed to the Board less than 72 hours before the meeting. The bylaw is also reorganized to create separate sections detailing dissemination of the agenda to the Board and dissemination to members of the public to include the public's right to inspect public record agenda documents that have been distributed less than 72 hours before the meeting, as added by SB 343.

As delegated by the Board, Board of Trustees' Vice President, Nancy Hersman has reviewed and commented on this policy. Her recommendations have been included in this revision. Mrs. Hersman is recommending adoption with this first reading.

**FINANCIAL IMPACT:** None

**ACTION:** Receive for First Reading and Adoption, Board Bylaw 9322, Agenda/Meeting Materials

**PREPARED BY:** Dr. Beverly Rohrer, Superintendent of Schools

**AGENDA NOTE AGENDA NOTE AGENDA NOTE**

**Board Bylaws**

**Agenda/Meeting Materials**

**Agenda Content**

Governing Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

*Each meeting agenda shall list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)*

The agenda shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee ~~in writing~~. (Government Code 54954.2)

**Agenda Preparation**

~~The Board president and the Superintendent, as secretary to the Board, in consultation with the Board president, shall prepare~~ **shall work together to develop** the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

~~(cf. 0000 - Vision)~~

~~(cf. 0200 - Goals for the School District)~~

(cf. 9121 - President)

(cf. 9122 - Secretary)

A Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be in writing and be

**Board Bylaws**

**Agenda/Meeting Materials**

submitted to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item *that does not require immediate action*, or a consent item *that is routine in nature and for which no discussion is anticipated*.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

~~(cf. 1340 - Access to District Records)~~

(cf. 3320 - Claims and Actions Against the District)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

**Consent Items**

In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.

**Board Bylaws**

In accordance with law, the public has a right to comment on any consent item. At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

**Agenda Dissemination to Board Members**

~~A copy of the agenda shall be forwarded to each Board member at least three days before each regular meeting, together with~~ ***At least three days before each regular meeting, a copy of the agenda and agenda packet shall be forwarded to each Board member,*** including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, citizens, and others; and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible ***before the meeting.***

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items.

**Agenda Dissemination to Members of the Public**

~~Upon request, the Superintendent or designee shall make the agenda and/or agenda packet available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)~~

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

***If a document is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at the time the document is distributed to a majority of the Board provided that the document is a public record under the Public Records Act and relates to an agenda item for an open session of a regular Board meeting. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)***

(cf. 1113 - District and School Web Sites)

(cf. 1340 - Access to District Records)

**Board Bylaws**

Any documents prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

*Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)*

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Legal Reference:

EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Public records

**MBUSD**

**BB 9322 (e)**

**Board Bylaws**

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

COURT DECISIONS

Caldwell v. Roseville Joint Union HSD, 2007 U.S. Dist. LEXIS 66318

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2007

Guide to Effective Meetings, rev. 2007

Maximizing School Board Leadership: Boardsmanship, 1996

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, rev. 2003

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

WEB SITES

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Adopted: October 20, 2004 Manhattan Beach, California

Revised: September 5, 2007

Revised:

**G. BOARD BUSINESS**

4. **TITLE:** Receive for First Reading and Adoption, Board Policy, Administrative Regulation, and Exhibits 1330, Use of School Facilities (Major Revision)

**BACKGROUND:** Manhattan Beach Unified Board Policy, Administrative Regulation, and Exhibits 1330, Use of School Facilities, are presented to the Board as major revisions for first reading and adoption.

The Board recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act when these uses do not interfere with school/district programs and activities.

The Civic Center Act, (Education code 38131), provides authority to the Board, based upon terms and conditions deemed proper by the board, to allow certain outside groups to use district facilities.

Education Code 38133 **mandates** that the Board develop rules and regulations related to the management, direction, and control of school facilities. In addition, Education Code 38134 **mandates** a policy stating which activities and organizations shall be charged direct costs. If districts do wish to give free use, they must do so on a reasonable basis. Pursuant to Education Code 38134, the district must charge religious groups for using facilities to conduct services.

As delegated by the Board, Board of Trustees' Vice President, Nancy Hersman has reviewed and commented on this policy. Her recommendations have been included in this revision. Mrs. Hersman is recommending adoption with this first reading.

**FINANCIAL IMPACT:** None

**ACTION:** Receive for First Reading and Adoption, Board Policy, Administrative Regulation and Exhibits 1330, Use of School Facilities.

**PREPARED BY:** Steve Romines, Assistant Superintendent, Administrative Services



**Community Relations**

**USE OF SCHOOL FACILITIES**

The Governing Board recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act when such use does not interfere with district programs and activities. The Board believes that school facilities and grounds are an important resource in developing and sustaining lifelong learning, in promoting intergovernmental cooperation, and in encouraging citizen participation in community activities.

(cf. 6145.5 - Student Organizations and Equal Access)

As used in the policy and regulation which follow, the term, *school facilities*, is defined to mean buildings and grounds (collectively), unless otherwise indicated.

When district facilities and grounds are available at times that do not interfere with instructional and after school programs of the district/schools, student activities and/or other activities of school-related groups, district facilities and grounds may be reserved on a scheduled basis.

All school-related activities shall be given highest priority in the use of facilities and grounds under the Civic Center Act. Beyond the use of school facilities by school-related groups and organizations, priority shall be given to users when the majority of its members reside within district boundaries.

In addition, when applications for use of facilities are submitted for approval on a concurrent basis, preference shall be given in the following order:

1. School support and youth groups
2. Community recreational groups
3. Public agencies and public affairs groups
4. Community cultural and special interest groups
5. Private, non-school-connected classes and educational events
6. Profit-making or commercial events, out-of-city groups, etc.

Thereafter, the use shall be on a first-come, first-served basis.

**Community Relations**

**USE OF SCHOOL FACILITIES**

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

**School Facilities Fees**

The Board believes that use of school facilities or grounds should not be a cost to the district.

No charge to nonprofit youth-and school-oriented organizations

1. The Board authorizes the use of school facilities or grounds without charge by nonprofit organizations, clubs or associations organized to promote youth and school activities when custodial or other services are not an additional cost to the district.

These groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire, parent-teacher associations, Manhattan Beach Education Foundation, Manhattan Beach Athletic Foundation and school-community advisory councils.

2. The facility coordinator/designee may require the groups identified above to certify that an alternative location, as identified by the facility coordinator/designee, is unavailable on the date and time of their scheduled event. If the facility coordinator/designee determines that an alternative district location is available, and the nonprofit organization, club or association declines to use the alternative location, the district may grant use of the original location requested by the organization, club or association but such use shall be charged at least direct costs.

**Community Relations**

**USE OF SCHOOL FACILITIES**

3. Should a nonprofit organization, club, or association want to use a school facility or grounds when custodial services are not available, the district will charge the direct cost of those services. The principal/designee shall first determine other times when the facility could be provided without charge and notify the nonprofit organization, club or association of these dates and times.

**Direct Costs to Other Community Groups**

1. *Direct costs* are defined as those costs of supplies, utilities, custodial services, services of any other district employees, and salaries necessitated by the organization's use of the facilities and grounds.
2. The following activities shall be charged direct costs
  - a. Religious services conducted by religious groups
  - b. Charitable fund-raising activities which have no direct benefit to youth or public school activities, as determined by the Board
  - c. Events sponsored by religious or community groups, except those which qualify for no charge
  - d. Other public agency's activities and events, unless exempted by the Board

In lieu of direct costs, the district may enter into an agreement that would substitute for direct costs, such as, in-kind services, trades, etc.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

- e. Other groups, including nonprofit groups not organized to promote youth and school activities or for-profit groups that request the use of school facilities under the Civic Center Act, shall be charged at least direct costs.

**Community Relations**

**USE OF SCHOOL FACILITIES**

Fair Rental Value for Events or Meetings

Fair rental value will be charged where admission is charged for an event or meeting or fund-raising activities which do not benefit youth, public school activities or charitable purposes.

1. *Fair rental value* is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.
2. Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Other Use of School Facilities and Grounds

Other use of school facilities and grounds that do not qualify under the conditions listed above must be approved by the Board, and fees will be determined at the time of approval.

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

1800 Definitions

**Community Relations**

**USE OF SCHOOL FACILITIES**

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

**COURT DECISIONS**

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

**ATTORNEY GENERAL OPINIONS**

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

**CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES**

1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89

**WEB SITES**

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

California Department of Education: <http://www.cde.ca.gov>

Policy MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

adopted: Manhattan Beach, California

**Community Relations**

**USE OF SCHOOL FACILITIES**

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6300 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination
7. A community youth center

(cf. 1020 - Youth Services)

**Community Relations**

**USE OF SCHOOL FACILITIES**

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization (Education Code 38131)

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, National Guard, or other duly recognized organization of honorably discharged soldiers, sailors, air force, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board (Education Code 38131)

The district may grant the use of school facilities on those days on which the public school is closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

**Community Use of Facilities**

1. District/School Master Calendar

Assigned district and school personnel shall place all approved district/school meetings, activities and events on the district Master Calendar by submitting a facility use application to the facility coordinator/designee. The application must specify the sponsoring staff's name, whether additional supervision will be needed and provided, and the signature of the principal/district administrator who approved the meeting, event or activity. For meetings and events scheduled throughout the school year, a reservation request must only be submitted one time annually.

2. Reserved Weeks

The following weeks shall be reserved for district/school activities:

- a. The first and last weeks of school

**Community Relations**

**USE OF SCHOOL FACILITIES**

- b. The last week prior to winter break
  - c. Public Schools Week
  - d. Weeks designated on the district’s Master Calendar for individual conferences
3. Use for Civic Center

District facilities and grounds are available for Civic Center use, as follows:

<u>Days</u>	<u>Hours/Buildings</u>	<u>Hours/Grounds</u>
Weekdays	After school before 5:00 PM, all categories of users with the exception of Private or for Profit	Until sundown (lighted closes at 10:30 PM)
	After 5:00 PM, all categories, including Private or for Profit	

Use of district facilities and grounds on weekends and holidays will be determined on the basis of availability of district employees for supervision and/or cleanup. Should it be determined that district employees are available on the weekend and/or holiday date(s) requested, district facilities and grounds are available for Civic Center use as follows:

<u>Days</u>	<u>Hours/Buildings</u>	<u>Hours/Grounds</u>
Saturdays	8:00 AM to 11:00 PM	7:00 AM Until sundown (lighted close at 10:30 PM)
Sundays	8:00 AM to 11:00 PM	7:00 AM Until sundown (lighted closes at 10:30 PM)
Holidays	Closed	7:00 AM Until sundown (lighted closes at 10:30 PM)



**Community Relations**

**USE OF SCHOOL FACILITIES**

Application for Use of Facilities

Any persons applying for the use of any school facility or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application. (Exhibit 1)

Persons or organizations applying for the use of school facilities or grounds shall submit a statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

The Superintendent/designee shall execute the following procedures for an application for use of district/school facilities and grounds:

1. Filing Dates

Applications for the use of facilities shall be filed at the district at least three (3) weeks in advance of the time of use of the facility. Applications are available in the main office of each school, District office, M&O facility or online at [www.mbusd.org](http://www.mbusd.org). An application fee may be charged at the time of filing to partially defray the costs of processing, except for district students and employees requesting buildings and grounds for academic, school-related co-curricular, or professional development activities, city agencies, and school-support groups. The processing fee is listed in Exhibit (1) that follows. If the application is approved by the facilities coordinator/designee, a contract will be prepared for signature by the applicant.

2. Precedence of District/School Functions

District/School functions and events shall take precedence over any previously scheduled event by an outside organization. In such cases, the district, through the facilities coordinator, will make every effort to reschedule the outside event to another facility or grounds. The facilities coordinator or principal/designee shall notify the outside group, organization, agency or individual as soon as possible when it is necessary to cancel a scheduled outside event for school/district purposes.

3. Cancellations

In the event there is a cancellation of the contract by the user, a 24-hour notice of the cancellation must be given to the school involved. Failure to notify the school with a 24-

**Community Relations**

**USE OF SCHOOL FACILITIES**

hour notice could result in loss of paid fees. The principal/designee must notify the facility coordinator/designee of such cancellation as soon as possible.

The district reserves the right to deny any application or cancel any contract when such action is deemed to be in the best interests of the Manhattan Beach Unified School District and/or its schools. On any day that the district and/or schools are closed for emergency circumstances, the use of school facilities will be canceled. Users are responsible for notifying its members of such circumstances.

4. Adult Sponsorship

All youth organizations and groups seeking use of school facilities or grounds must show proof that the event will have adequate adult sponsorship and supervision for all facilities used, including the restrooms. The designated adult supervisor(s) must remain with the members of the organization or group at all times while using district facilities and/or grounds. Users may be required to present to the facilities coordinator/designee a Facility User's plan which shows how school facilities and grounds will be adequately supervised for all participants' safety.

5. User's Responsibilities

All users will accept responsibility for the care and maintenance of school facilities and grounds and agree to the conditions of use listed on the application form. (Exhibit 1) Users will obey all public laws and School Board policies and regulations when using school property. The person or organization who signs a contract for use of school facilities will be held financially liable for the contract provisions.

6. Denial of Use of District/School Facilities and Grounds

Individuals, groups, organizations or agencies that do not comply with district procedures, Board policies and regulations or state laws dealing with use of school/district facilities and grounds, shall be denied any further use of district facilities and/or grounds.

7. Employee organizations shall have the right of access to use district facilities at reasonable times.

**Community Relations**

**USE OF SCHOOL FACILITIES**

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco use

(cf. 3513.3 - Tobacco-Free Schools)

The district may exclude certain school facilities from non-school use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

As determined by the facilities coordinator, groups or organizations may be required to provide the district with evidence of insurance against claims arising out of the group's own negligence. Groups or organizations shall also be required to include the district as an additional insured on their liability policies for claims arising out of the negligence of the group.

As permitted, the facilities coordinator/designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facility being used.

**Community Relations**

**USE OF SCHOOL FACILITIES**

Supervision of District/School Facilities

All Civic Center Act activities shall require the presence of authorized district/school personnel at all times unless exempt from the requirement by the facility coordinator/designee.

1. Civic Center Act activities held during the times that regularly assigned district personnel are working shall be supervised by the employee/employees on duty. The principal/district administrator shall make the assignment for supervision of Civic Center Act activities.
2. A Civic Center Act activity that exceeds the time authorized by the approved contract for use of school facilities or involves improper use of school facilities and grounds shall be reported by the district employee assigned to supervise that activity as soon as possible to the Superintendent/designee.

Duties of Assigned Personnel for Civic Center Activities

Parent and teacher organizations (PTA), School Site Councils, employee groups, Manhattan Beach Education Foundation, Manhattan Beach Athletic Foundation and other school committees may use school/district facilities when a custodian is not on duty provided the principal or other responsible staff opens and secures the site.

A food service employee shall be assigned the responsibilities of supervising the use and care of cafeteria equipment when cafeteria facilities are used. The number of adults in the cafeteria kitchen shall be determined by the food service employee in charge. Arrangements to use the cafeteria facilities shall be made with the Food Service Director/designee.

Civic Center activities held at times other than hours covered by regular employee assignments shall be conducted in the presence of an employee assigned for that purpose. The employee so assigned shall arrange to conduct other school work in proximity of the civic center activities so as to assist with the activity when needed and to protect school property.

As part of the civic center assignment, employees assigned to the activity are to clean and set up facilities for regular school use before the next school day.

Fees and Charges

Exhibit 1330 (4) shows the fees and charges for direct costs and fair rental value of district/school facilities and grounds. All fees will be assessed in hourly increments. The

**Community Relations**

**USE OF SCHOOL FACILITIES**

calculation of rental, personnel and special fees will be based on the category into which a user is placed as well as the personnel or special needs required to accommodate the event. (Exhibit (3))

Fees cover the use of basic equipment located in the rented area (e.g., chairs, desks, tables, etc.) Storage space is not available at any facility. Use of facilities fees are based on:

1. Type of facility requested
2. Type of room or space requested
3. Length of time the facility is needed

Only minimal support services such as unlocking and locking doors and turning on and off lights are included in the fees.

Special fees will be assessed for:

1. Use of stadium lights, stage lights or spotlights
2. Use of kitchen utilities
3. Use of school equipment, if permitted
4. Special trash pick-up, as needed, after an event

If a district employee is required for preparation before and/or after a user's activity, the cost of the employee time and materials will be charged. The district reserves the right to charge for additional personnel if the proposed activity warrants additional supervision and/or protection of school/district facilities and/or grounds.

The school facility coordinator/designee will decide when additional personnel are needed to support a reservation for use of facilities and grounds. Users will pay for personnel services required to:

1. Attend to the building and/or grounds during hours when the building/grounds are not in normal use (overtime)

**Community Relations**

**USE OF SCHOOL FACILITIES**

2. Set up of an area is required prior to use and clean up after use (The facility coordinator/designee may approve a user's request to provide its own set-up and clean up.)
3. Assistance in a school kitchen facility (Paid food service personnel must be present if kitchen facilities are used.)
4. Assistance with lighting and sound equipment
5. Supervise large groups (A staff supervisor may be assigned at the discretion of the principal/designee.)
6. Provide other appropriate services, as needed

Non-profit community youth groups and organizations exempt from use of facility fees for grounds and buildings will be charged fees for lighting.

Should any group or organization exempt from fees or charges under this policy use school facilities or grounds at times when there is no district service available, and it is determined that such district service is required to supervise and/or clean the facility/grounds, the district may charge a fee equal to the cost of those services.

All requests for use of facilities involving third-party contracts or private use shall be referred to the Assistant Superintendent, Administrative Services for approval of applications and assignment of fees.

**Payment of Fees**

Payment of facility use fees shall be made by check payable to the Manhattan Beach Unified School District at least ten working days prior to the scheduled event except when facilities or grounds are contracted for a series of events scheduled over several months. Events scheduled over several months may be paid monthly. Users paying monthly fees must pay on or before the first working day of each month. When fees are not paid prior to the use date, the user will not have access to the facility.

Upon signing the facilities use application form, the user acknowledges and agrees to a five percent penalty fee for late payment. In the event collection must be referred to an attorney, the user agrees to pay for all attorney fees associated with the collection. Situations involving the

**Community Relations**

**USE OF SCHOOL FACILITIES**

collection of penalties for late payment of fees and/or fees referred for collection to an attorney shall be determined by the Assistant Superintendent, Administrative Services.

**District/School Facilities Used as Polling Places.**

The Board authorizes the use of district/school facilities for polling places several times each year. Schools shall be notified of the polling dates and locations.

**Summer Use of District Facilities and Grounds**

School related clubs and organizations, PTA's, Manhattan Beach Education Foundation, Manhattan Beach Athletic Foundation, and school booster clubs are permitted to conduct summer activities for educational purposes, enrichment and fund-raising. Contracts for summer use of district facilities and/or grounds will be executed by the Assistant Superintendent, Administrative Services.

Nonprofit organizations granted use of district facilities and grounds will be charged fees based on non-commercial rates as well as any necessary personnel or other costs associated with the use.

**Colleges and Universities**

Courses of instruction offered by accredited colleges and universities may be conducted in school facilities upon approval by the Assistant Superintendent, Administrative Services. Approved colleges and universities granted use of district facilities and/or grounds will be charged fees based on non-commercial rates as well as any necessary personnel or other costs associated with the use.

**Interpretation of Policies and Regulations related to Use of School Facilities**

Disputes in the interpretation of Use of School Facilities policies and regulations are to be referred to the Assistant Superintendent, Administrative Services. If the user does not concur with the decision(s) of the Assistant Superintendent, Administrative Services, the user may appeal to the Superintendent. If the user does not concur with the decision(s) of the Superintendent, the user may appeal to the Governing Board. The decision(s) of the Governing Board shall be final.

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
Adopted:

Community Relations

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**  
 1517 Manhattan Beach Boulevard  
 Manhattan Beach, CA 90266  
 Phone: 310-546-8018 Ext. 5305 Fax: 310-303-3805  
**ATTN: FACILITIES COORDINATOR**

<b>FACILITY OFFICE USE ONLY</b>	
Permit No.	_____
Date	_____

**TOP PORTION OF FORM TO BE COMPLETED BY APPLICANT. COMPLETE REVERSE SIDE, TOO.**  
 MINIMUM PROCESSING TIME IS 30 CALENDAR DAYS.



FACILITY REQUESTED: _____
AT _____ SCHOOL
PURPOSE: _____
Will there be an admission charge, solicitation, donation, collection? _____
APPROX. # OF PEOPLE EXPECTED: _____

SPECIAL EQUIPMENT OR SERVICES REQUESTED: _____ _____
POSSIBLE CONFLICT WITH OTHER EVENTS: _____ _____ _____

DAY	DATE(S)	USE: (meeting, performance, etc.)	ARRIVAL TIME	DEPART TIME	# OF HOURS	TO BE COMPLETED BY APPLICANT: We agree to abide by all rules & regulations.
						Signature of Authorized Representative
						Department/Organization and Address
						Title or Position Home Phone
						Date of Application Ext/Phone No

**THIS PORTION FOR OFFICE USE ONLY:**

TOTAL AMOUNT DUE: \_\_\_\_\_

NOTE: OBTAIN PRINCIPAL/SCHOOL APPROVAL PRIOR TO SUBMITTING REQUEST.

THIS SCHEDULE IS FIRM AND CANNOT BE CHANGED WITHOUT DISTRICT APPROVAL

DISTRIBUTION:	APPROVALS:
Applicant	Principal:
Vice Principal	Vice Principal:
Plant Manager or Site Team Leader	Assistant Superintendent:
Dir. Maintenance & Operations	Director, Maintenance & Operations:
Stage Mgr/Security	
Dir. Food Service	

<b>OFFICE USE ONLY</b>

120  
2/04



## ADDITIONAL INFORMATION REQUIRED

CIRCLE ONE

		PROFIT	NON-PROFIT
1.	Is your group organization:  If non-profit, do you have a 501-3C number? If yes, list:  		
2.	Do you charge for participation in this event? If yes, how much?  \$                    per	YES	NO
3.	Are the coaches/supervisors paid? If yes, how much?  \$                    per	YES	NO
4.	How many participants will you have at your event?		
5.	Of the participants, how many are Manhattan Beach residents?		

**Community Relations**

**USE OF SCHOOL FACILITIES**

**REGULATIONS GOVERNING USE OF SCHOOL FACILITIES**

Following is a list of requirements governing use of school facilities and grounds. All users shall:

1. Pay all fees ten working days in advance of use. Agree that a 5 percent charge will be added to the fee total in the event the fees are not paid in advance of facility use. In the event the collection of fees must be referred to an attorney, the user agrees to pay attorney fees.
2. Ensure that no unauthorized third party shall be granted permission to use the facility or any portion thereof without prior approval.
3. Ensure that participants shall not be restricted from participation for reasons of race, religion, sex, creed, national origin or disability conditions.
4. Ensure that the representative specified in the contract as responsible for school facilities is present at the scheduled event.
5. Ensure that prior approval is received before signs, banners, and pennants are erected and that they do not deface school property.
6. Provide required number of chaperons for children (one adult per 20 or less).
7. Ensure that the number of attendees does not exceed the authorized capacity of the facility.
8. Ensure that the vehicles of participants are parked only in areas designated for parking.
9. Ensure that usage and users are restricted to assigned areas.
10. Allow food and beverages only in areas designated for eating and only after receiving written permission in advance of the event.
11. Guarantee that activities shall be orderly and lawful and not of a nature to incite others to disorder and demonstrate on the application that reasonable security arrangements appropriate for the use have been provided.
12. Prohibit smoking in school district buildings and on grounds.
13. Ensure that alcoholic beverages are not sold, served or consumed in school district buildings or on grounds.
14. Ensure that no gambling is permitted.
15. Ensure that animals are not permitted inside district school buildings (except as in the case of a guide dog that is necessary to assist an individual with a disability).
16. Observe contracted time limits.
17. Leave buildings and grounds in a neat and orderly condition.
18. Ensure reimbursement for the cost of damages occurring during use.
19. Agree to hold harmless and indemnify the Manhattan Beach Unified School District with respect to claim of loss, injury, or damage because of negligence of the user or user's employees or agents including damage to property for which the District is liable. (An insurance policy to such coverage is required)
20. Comply with safety regulations and policies of the Manhattan Beach Unified School District.
21. Comply with federal, state and local laws, regulations and licensing requirements including but not limited to the Americans with Disabilities Act and agree, when required, to hold harmless and indemnify the Manhattan Beach Unified School District with respect to any claim, loss, injury or damage because of violation of such laws.

122.

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
FACILITY FEE SCHEDULE  
2002/2003**

The Board of Trustees establishes the following fees for use of school facilities under Education Code Sections 40040-40058, **effective September 04, 2002.**

In each case where an \* appears, it means that fees may be subject to additional clean-up charges. Lease Fees will also include other salary adjustments, when necessary, to be billed to the lessee.

**GROUPS ENTITLED TO FREE USE:**

Groups entitled to free or reduced-rate use of school facilities will be granted a maximum of three (3) hours free of charge for each scheduled usage when a custodian is on a regularly scheduled assignment. These groups are identified in Education Code Section 40041, as follows:

1. Parent-Teacher Association
2. Camp fire girls
3. Boys Scout/Girl Scout Troops
4. Farmers' Organizations
5. School-Community Advisory Councils
6. Senior Citizens Organizations
7. Clubs and associations formed for recreational, educational, political, economic, artistic, or moral activities of the public school district.

**FULL-TIME USE OF FACILITIES (CLOSED SCHOOL SITES)**

All building facilities: \$1.06 per square foot per month

Services Included in Rental Fee

Normal trash pickup as provided to operating schools.

2002-2003 = \$1.55 sq. ft (including utilities) plus 3% per year COLA built in hereafter. (Effective July 1, 2002)

**PARENT COOPERATIVE PRESCHOOLS AND PUBLIC SCHOOL AGENCIES ESTABLISHED IN ACCORDANCE WITH ED CODE 10904:**

The rental rate per square foot shall be 67% of the rate charged for full-time use of facilities.

**NON-USE PENALTIES:**

If the State Allocation Board in accordance with Education code Section 39015 imposes non-use penalties, tenant shall pay such penalties.

**MIRA COSTA LARGE GYMNASIUM**

**LEASE FEE: \***

Non-Profit Organizations	\$50.00 per hr.
Profit Organizations	\$95.00 per hr.
Bleachers Out	\$45.00 Flat

**MB MIDDLE SCHOOL GYMNASIUM**

**LEASE FEE: \***

Non-Profit Organizations	\$ 75.00 per hr.
Profit Organizations	\$125.00 per hr.
Bleachers Out	\$ 50.00

**MIRA COSTA SMALL GYMNASIUM**

**LEASE FEE: \***

Non-Profit Organizations	\$ 45.00 per hr.
Profit Organizations	\$ 90.00 per hr.

**WRESTLING/DANCE ROOM LEASE FEE: \***

Non-Profit Organizations	\$ 35.00 per hr.
Profit Organizations	\$ 55.00 per hr.

**LOCKER ROOM LEASE FEE: \***

Non-Profit Organizations	\$ 40.00 per hr.
Profit-Organizations	\$ 70.00 per hr.

Fees may be subject to additional clean-up Charges.

Special overtime of employee may result in adjustment of charges.

**PARKING LOT LEASE FEE\***

\$20.00 per hr.

Fees may be subject to additional clean-up charges. The district retains the right to request security guards to be stationed at these parking areas to protect district facilities and parking areas.

If water is requested, an additional \$4.00 per hour will be charged.

**RESTROOM LEASE FEE: \***

\$20.00 per hr.

Fees may be subject to additional clean-up charges. Other salary adjustments, when necessary, will be billed to the lessee. Required for every gym use.

**ATHLETIC FIELDS LEASE FEE: \***

Non-Profit Organizations	\$25.00 per hr.
Profit Organizations	\$35.00 per hr.

(City agreement may supercede)

Recreation Assistance may be required If activity warrants supervision and/or protection of school facilities.

If operations employee is required to Prepare field before and after activity, the direct cost of employee time and Materials used; in addition, 15% will be charged.

Other salary adjustments, when necessary, will be billed to the lessee.

**BASEBALL FIELDS LEASE FEE: \***

Non-Profit Organizations \$ 30.00 per hr.  
Profit Organizations \$ 45.00 per hr.

(City agreement may supercede)

Recreation Assistant may be require if Activity warrants supervision and/or protection of school facilities.

If operations employee is required to prepare Facility before and after activity, the direct Cost of employee time and materials used, plus 15% will be charged.

If clean-up is required, direct cost of employee time, plus 15% will be charged.

Other salary adjustments, when necessary, will be billed to the lessee.

If additional employee overtime is required, charge will be based on time and one-half per hour.

Other salary adjustments, when necessary, will be billed to the lessee.

**TENNIS COURT LEASE FEE: \***

Non-Profit Organizations \$ 15.00 per hr.  
Profit Organizations \$ 20.00 per hr.

(City agreement may supercede)

If clean-up is required, direct cost of employee time, plus 15% will be charged.

**FOOTBALL STADIUM LEASE FEE**

**(Day Use): \*** 6:00 a.m. to 5:00 p.m.

Non-Profit Organizations \$ 50.00 per hr.  
Profit Organizations \$ 70.00 per hr.

A minimum clean-up fee of \$50.00 will be charged when bleacher and concession area are used and district employees clean facility.

If additional employee overtime is required, charge will be based on time and one-half per hour.

Other salary adjustments, when necessary, will be billed to the lessee.

**FOOTBALL STADIUM LEASE FEE**

**(Night Use): \*** 6 p.m. to Midnight

Non-Profit Organizations \$ 90.00 per hr.  
Profit Organizations \$155.00 per hr.

A minimum clean-up fee of \$50.00 will be charged when bleacher and concession area are used and district employees clean facility.

Other salary adjustments, when necessary, will be billed to the lessee.

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**MUSIC ROOM AND BAND ROOM**

**LEASE FEE: \***

Non-Profit Organizations \$ 40.00 per hr.  
Profit Organizations \$ 55.00 per hr.

Overtime of employee may result in adjustments of charges. If clean up is required, direct cost of employee, plus 15% will be charged.

**CLASSROOM LEASE FEE: \* (Mira Costa)**

Non-Profit \$ 40.00 per hr.  
Profit Organizations \$ 55.00 per hr.

\*\*Overtime of employee may result in adjustment of charges. If clean up is required, direct cost of employee, plus 15% will be charged.

**CLASSROOM LEASE FEE: \***  
**(Elementary K-8)**

Non-Profit Organization \$ 40.00 per hr.  
Profit Organizations \$ 55.00 per hr.

\*\* Overtime of employee may result in adjustment of charges. If clean up is required, direct cost of employee, plus 15% will be charged.  
present whenever kitchen facilities are used.

**PLAYGROUNDS: \* (Elementary K-5)**  
**Asphalt Areas)**

Non-Profit Organizations \$ 30.00 per hr.  
Profit Organizations \$ 45.00 per hr.

**CAFETERIA LEASE FEE**

**MIRA COSTA (No Kitchen Use): \***

Non-Profit Organization \$ 55.00 per hr.  
Profit Organizations \$ 80.00 per hr.

*\*Minimum 3 hour*

Overtime of employee may result in adjustment of charges. If clean up is require Other than when food is served, direct cost of employee, plus 15% will be charged.

**CAFETORIUM: \* (Elementary K-5)**

Non-Profit Organizations \$ 40.00 per hr.  
Profit Organizations \$ 45.00 per hr.

Other salary adjustments, when necessary, will be billed to lessee.

**FOOD SERVICE KITCHEN**  
**LEASE FEE: \***

Non-Profit Organizations \$ 40.00 per hr.  
Profit Organizations \$ 60.00 per hr.

Other salary adjustments, will be billed to the lessee. A food service worker must be

**SWIMMING POOL LEASE FEE: \***

Non-Profit Organizations \$ 40.00 per hr.  
Profit Organizations \$ 55.00 per hr.

\*Fees subject to a \$25.00 clean up charge.

**Note: Other salary adjustments, when necessary, will be billed to the Lessee. Lessee must provide a qualified lifeguard (3517.3R)**

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**MIRA COSTA AUDITORIUM**

**LEASE FEES: \* (Seats 1,500)**

Non-Profit Organizations \$ 175.00 per hr.  
*Technical dress rehearsal  
and performance time.*

Rehearsal, set-up and strike \$ 125.00 per hr.  
*Time (excludes operation  
Personnel and stage lighting)*

Plus: **Stage Manager Fees** \$ Staff Member  
Compensation Rate

Performance only \$ 75.00 minimum  
clean up charge

**Student aides \*** \$ 7.00 per hr.  
*( or Minimum Wage State of CA which is greater)*

(Fees collected 72 hours in advance of performance.  
Deposit of \$110.00 for additional clean-up fees to  
be returned if not used).

*City agreement may supercede.*

Profit Organizations (Commercial) \$ 250.00 per hr.  
*Technical dress rehearsal  
and performance time.*

Rehearsal, \$ 200.00 per hr.  
*Set-up and strike time*

Plus: Performance only \$ 55.00 Minimum  
Clean up charge

**Student aides \*** \$ 8.00 per hr.  
*(Minimum wage)*

(Fees collected 72 hours in advance of performance.  
(Deposit of \$110.00 for additional clean-up fees to  
be returned if not used).

**MBMS MULTI-PURPOSE ROOM**

**LEASE FEES: \* (Seats 475)**

Non-Profit Organizations \$150.00 per hr.  
Profit Organizations \$200.00 per hr.

**Note: Use Mira Costa Auditorium  
fee schedule when room is used for  
performances. (Plays Only)**

**FILMING**

Flat Rate \$2,500.00 per day (negotiable)

*(Employee costs are not included and will  
be charged at an hourly rate.)*

**MIRA COSTA TRACK**

**LEASE FEE:**

Non-Profit Organizations \$ 30.00  
Profit Organizations \$ 40.00

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Note: Recreation Assistant(s) will be required in the following areas (The District may require that more than one Recreation Assistant is needed): Gymnasiums, Dance and Wrestling rooms; Football Stadiums; and Swimming Pools.

Specific activities, other than those for which the facilities were specifically designed, planned, and maintained, shall be negotiated on an individual basis for the contract and the fee schedule.

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**MBMS GYMNASIUM**  
**BREAKDOWN OF CHARGES FOR USE: \***

**Non-Profit Organizations (Weekday Usage)**

Court Use \$ 75.00 per hr.  
 Custodial \$ 18.00 per hr.

**Multiple court usage:**

1 of 3 Volleyball Courts \$ 25.00 per hr.  
 2 of 3 Volleyball Courts \$ 50.00 per hr.  
 3 of 3 Volleyball Courts \$ 75.00 per hr.

**Non-Profit Organizations (Week-end Usage)**

Court Use \$ 75.00 per hr.  
 Custodial \$ 25.00 per hr.

**Multiple court usage:**

1/2 Court Basketball \$ 37.50 per hr.  
 Full Court Basketball \$ 75.00 per hr.

**Non-Profit Organizations Basketball Rates**

**Weekday Usage** (Two courts available)

Full Court \$ 75.00 per hr.  
 Custodial \$ 18.00 per hr.  
 \$ 95.00 per hr.

Half Court \$ 37.50  
 Custodial 18.00  
 \$ 55.50 per hr.

**Non-Profit Organizations Basketball Rates**

**Week-end Usage**

**Week-end Usage**

Full Court \$ 75.00  
 Custodial \$ 24.00

Half Court \$ 25.00  
 Custodial \$ 24.00  
 \$ 49.00 per hr.

**Profit Organizations (Weekday Usage)**

Court Use \$ 150.00 per hr.  
 Custodial \$ 18.00 per hr.

**Multiple court usage breakdown:**

1 of 3 Volleyball Courts \$ 50.00 per hr.  
 2 of 3 Volleyball Courts \$ 100.00 per hr.  
 3 of 3 Volleyball Courts \$ 150.00 per hr.

**Profit Organizations (Week-end Usage)**

Court Use \$ 150.00 per hr.  
 Custodial \$ 30.00 per hr.

**Profit Organizations Basketball Rates**

**Weekday Usage** (Two courts available)

Full Court \$ 150.00 per hr.  
 Custodial \$ 18.00 per hr.  
 \$ 168.00 per hr.

Half Court \$ 75.00 per hr.  
 Custodial \$ 18.00 per hr.  
 \$ 93.00 per hr.

**Non-Profit Organizations Basketball Rates**

**Week-end Usage**

**Week-end Usage**

Full Court \$ 150.00  
 Custodial \$ 27.00  
 \$ 177.00 per hr.

Half Court \$ 75.00  
 Custodial \$ 27.00  
 \$ 102.00 per hr.



**LIBRARY LEASE FEE:**  
**(All Sites)**

Non-Profit Organizations	\$50.00 per hr.
Profit Organizations	\$65.00 per hr.

**WEIGHT ROOM LEASE FEE:**  
**(MIRA COSTA)**

Non-Profit Organizations	\$50.00 per hr.
Profit Organizations	\$65.00 per hr.