La Mesa-Spring Valley School District

Board of Education

May 6, 2014

Our Purpose

To Inspire Learning and Respect

Our Vision

La Mesa-Spring Valley School District is a community of life-long learners who engage in continuous improvement and contribute positively to a global society, within a safe learning environment

4750 Date Avenue
La Mesa, California 91941-5293
Phone: (619) 668-5700
FAX: (619) 668-4619

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR SESSION: Tuesday, May 6, 2014 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

1. Call to Order
2. Pledge of Allegiance
3. Establishment of Quorum

MINUTES OF PREVIOUS MEETING(S) Action

COMMUNICATIONS

APPROVAL OF AGENDA Action

HEARING

1. Public Hearing – General Matters Regarding Education

2. Public Hearing – Presentation of Initial Proposal from La Mesa-Spring Valley Teachers Association/Initial Proposal from Board of Education

3. Public Hearing – Presentation of Initial Proposal from CSEA, Chapter 419/Initial Proposal from Board of Education

REPORTS OF OFFICERS OF THE BOARD

1. Citizens' Bond Oversight Committee Annual Report Information

2. 2012-13 Proposition M Bond Building Fund Audit Report Information

NEW BUSINESS

BUSINESS SERVICES

1. Acceptance of the 2012-13 Proposition M Bond Building Fund Audit Report Action

SUPERINTENDENT

1. Authorization to Sign Letter of Intent for Irrevocable Offer for the Public Purpose of an Easement for Public Road and Utilities Action

2. Ratification of Agreement with Stutz Artiano Shinoff & Holtz for Professional Services Action

3.	Nominations for California School Boards Association (CSBA) Executive Board Vice President and President-Elect		Action

BUSINESS SERVICES (cont.)

2.	Consent Calendar*		Action
	a.	Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursement	
	b.	Approval of Change Order for Painting Project at La Mesa Middle School, Bid #FB 1-13/14	
	c.	Acceptance of Work for Completion of the Painting Project at La Mesa Middle School, Bid #FB 1-13/14; and Authorization to File Notice of Completion	
3.	Rejection of Claim – Vehicle Damage		Action
4.	Resolution 13-14-21, of La Mesa-Spring Valley School District Authorizing the Borrowing of Funds for Fiscal Year 2014-15, the Issuance and Sale of One or More Series of 2014 Tax and Revenue Anticipation Notes Therefore in an Amount Not to Exceed $10,000,000, Participation in the San Diego County and School District Tax and Revenue Anticipation Note Program, and Requesti the Board of Supervisors of the County to Issue and Sell Said Notes		Roll Call Vote
5.	Authorization to Enter into an Agreement with Christy White Associates to Provide Audit Services for the Proposition M Bond Building Fund		Action

LEARNING SUPPORT

1.	Acceptance of Gifts – Avondale, Northmont and Rolando Elementary Schools		Action
2.	Authorization to Enter into a Special Education Master Contract with Provo Canyon School and an Expanded Special Education Master Contract with Springall Academy		Action
3.	Authorization to Enter Into a Memorandum of Understanding with Jewish Family Services, Positive Parenting Program		Action
4.	Acceptance of Uniform Complaint Quarterly Report		Action

HUMAN RESOURCES RECOMMENDATIONS

1.	Standard Human Resources Recommendations	Action
2.	Approval to Establish New Certificated Position and Salary Schedule for Educationally-Related Mental Health Services (ERMHS) Provider	Action
3.	Approval to Establish New Certificated Position for English Language Arts/Math Resource Teacher	Action
4.	Approval to Establish New Certificated Position for Academic and Behavioral Support Resource Teacher	Action

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)

2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)

3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)

4. Non-Reelection of Temporary Certificated Employee for the 2014-15 School Year (EC 44954)

5. Discussion Regarding Public Employee Appointment (Director, Learning Support)

NEW BUSINESS (cont.)

HUMAN RESOURCES RECOMMENDATIONS (cont.)

5.	Appointment of Director, Learning Support	Action

ADJOURNMENT

* Items may be removed from the Consent Calendar for separate action.

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the office of the District Superintendent at 619-668-5700. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board of Education in advance of their meetings may be viewed at the Education Service Center located at 4750 Date Avenue, La Mesa, California 91941. In addition, if you would like a copy of any record related to an item on the agenda, please contact Barbara Martinez, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail: barbara.martinez@lmsvsd.k12.ca.us

Board of Education agendas and minutes are, by law, public documents. Please note the La Mesa-Spring Valley School District posts Board agendas and minutes on the Internet.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **H-1 Public Hearing**
General Matters Regarding Education

A hearing session will be announced for anyone who wishes to address the Board on any topic relating to public education.

Each speaker who wishes to address the Board must complete a *Request to be Heard* card (located on the table near the entrance) and submit it to the President of the Board of Education or the Recorder prior to the opening of the meeting. Speakers shall be allotted no more than three (3) minutes each for their remarks. A yellow card will be shown when the speaker has one minute remaining and a red card when time is up.

Please note that Government Code 54952.2 prohibits the Board from taking action or discussing anything that is not on this agenda. Therefore, the Board will not be able to comment on any topic that is not on this evening's agenda.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **H-2 Public Hearing**
Presentation of Initial Proposal from the La Mesa-Spring Valley Teachers Association/Initial Proposal from Board of Education

---

The current collective bargaining agreement between the Board of Education and the La Mesa-Spring Valley Teachers Association stipulates that parties agreed to reopen negotiations on or about May 15, 2014.

The parties have exchanged the attached "sunshine" letters outlining initial proposals.

The District and the La Mesa-Spring Valley Teachers Association have agreed to utilize the "interest-based bargaining" approach for negotiations.

Each speaker who wishes to address the Board must complete a *Request to be Heard* card (located on the table near the entrance) and submit it to the President of the Board of Education or the Recorder prior to the opening of the meeting. Speakers shall be allotted no more than three (3) minutes each for their remarks. A yellow card will be shown when the speaker has one minute remaining and a red card when time is up.

Please note that Government Code 54952.2 prohibits the Board from taking action or discussing anything that is not on this agenda. Therefore, the Board will not be able to comment on any topic that is not on this evening's agenda.

LA MESA -SPRING VALLEY TEACHERS ASSOCIATION

HUMAN RESOURCES

MAR 0 4 2014

Sunshine Letter

February 24, 2014
Tina Sardina
Assistant Superintendent Human Resources
La Mesa-Spring Valley School District

Dear Tina,

The La Mesa-Spring Valley Teachers Association respectfully submits this Sunshine Letter as indication of good faith bargaining on the following topics for the 2014/2015 year.

Perennial Re-Openers: Article 4.0 Hours of Employment, Article 5.0 Employee Benefits, and Article 6.0 Salaries.

Additionally the Association wishes to open Article 12.0 Organizational Security (to develop a listing of charities suitable for conscientious objectors to contribute toward) and Article 20.0 Collaborative Practices/Professional Learning Communities.

Sincerely yours,

Byron E. Lindsay

Bargaining Chair

La Mesa - Spring Valley Teachers Association

cc Paul Schnaubelt, Grant Nelson

La Mesa-Spring Valley School District
4750 Date Avenue · La Mesa, California 91942 · Telephone: 619/668-5700, x 6372
Office of the Assistant Superintendent, Human Resources

MEMORANDUM

DATE: April 23, 2014

TO: Byron Lindsay, LMSVTA Bargaining Chair
Paul Schnaubelt, LMSVTA President

FROM: Tina Sardina
Assistant Superintendent, Human Resources

CC: Brian Marshall, Superintendent

SUBJECT: SUNSHINE LETTER – COLLECTIVE BARGAINING 2014-2015

The District appreciates your Sunshine Letter dated February 24, 2014, and you are hereby notified a Public Hearing regarding collective bargaining is scheduled for the May 6, 2014, Board of Education meeting.

Per Article 21.3, we will begin negotiations on a mutually agreed upon date beginning on or about May 15, 2014. The District looks forward to reopening Article 4.0: Hours of Employment, Article 5.0: Employee Benefits and Article 6.0: Salaries (Wages). In addition to the two articles you requested, Article 12.0: Organizational Security and Article 20.0: Collaborative Practices; Professional Learning Communities, the District requests the following reopeners:

Article 9.0: Transfer-Reassignments – specifically the process for employee-initiated transfers
Article 8.0: Evaluation – specifically language regarding personal objectives

As always, we look forward to working in a collaborative manner using the interest-based bargaining process.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **H-3 Public Hearing**
Presentation of Initial Proposal from CSEA, Chapter 419/Initial Proposal from Board of Education

---

The current collective bargaining agreement between the Board of Education and the California School Employees Association (CSEA) Chapter 419, stipulates that parties agreed to reopen negotiations on or about May 15, 2014.

The parties have exchanged the attached "sunshine" letters outlining initial proposals.

The District and the California School Employees Association (CSEA) Chapter 419 have agreed to utilize the "interest-based bargaining" approach for negotiations.

Each speaker who wishes to address the Board must complete a *Request to be Heard* card (located on the table near the entrance) and submit it to the President of the Board of Education or the Recorder prior to the opening of the meeting. Speakers shall be allotted no more than three (3) minutes each for their remarks. A yellow card will be shown when the speaker has one minute remaining and a red card when time is up.

Please note that Government Code 54952.2 prohibits the Board from taking action or discussing anything that is not on this agenda. Therefore, the Board will not be able to comment on any topic that is not on this evening's agenda.

HUMAN RESOURCES
APR 01 2014

Reopener Proposal
from the
California School Employees Association (CSEA)
and its
La Mesa - Spring Valley Chapter 419
March 4, 2014

CSEA and its La Mesa – Spring Valley Chapter 419 submit the following proposals for reopener negotiations:

ARTICLE 5.7: ORGANIZATIONAL RIGHTS
Status quo except for an increase in chapter president's release time to include provisions in side letter dated 4/26/13.

ARTICLE 6: WAGES and ALLOWANCES
Status quo except the Chapter requests a fair and equitable salary increase for all bargaining unit members.

ARTICLE 9: HEALTH AND WELFARE BENEFITS
Status quo except for the District shall absorb any increase in the health plans, including any increases in premiums for the term of the agreement.

All other Articles and Sections shall remain in full force and effect unless modified through the bargaining process. CSEA reserves the right to amend, delete, or add to language prior to the conclusion of bargaining.

Ch. 16 - CN

Hiring manager to consider all laterals, or select most senior candidate interested.

La Mesa-Spring Valley School District
4750 Date Avenue · La Mesa, California 91942 · Telephone: 619/668-5700, x 6372
Office of the Assistant Superintendent, Human Resources

MEMORANDUM

DATE: April 23, 2014

TO: Alex Vallejo
President, CSEA Chapter 419

FROM: Tina Sardina
Assistant Superintendent, Human Resources

CC: Brian Marshall, Superintendent

SUBJECT: SUNSHINE LETTER – COLLECTIVE BARGAINING 2014-2015

The District looks forward to opening negotiations for the 2014-2015 school year. We received your Sunshine letter dated March 4, 2014, and we will schedule negotiations to begin on or about May 15, 2014.

Please note a Public Hearing regarding collective bargaining is scheduled for the May 6, 2014, Board of Education meeting.

We look forward to discussing the perennial articles and your reopeners, Article 5.7 - Organizational Rights; Article 6 - Wages and Allowances; Article 9 - Health and Welfare Benefits; and Article 16 - Child Nutrition Department.

As always, we look forward to working in a collaborative manner using the interest-based bargaining process.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **R-1 Reports of Officers of the Board**
Citizens' Bond Oversight Committee Annual Report

In accordance with the provisions of Proposition 39, the Citizens' Bond Oversight Committee will submit an annual report to the Board on its findings.

Steve Babbitt, Citizens' Bond Oversight Committee Chairman, will present the attached Citizens' Bond Oversight Committee annual report and respond to clarifying questions.

La Mesa-Spring Valley School District
Proposition M Citizens' Bond Oversight Committee

ANNUAL REPORT

(Covering the Period April 2013 - March 2014)

Presented to the

La Mesa-Spring Valley School District
Board of Education
on
May 6, 2014

PROPOSITION M CITIZENS' BOND OVERSIGHT COMMITTEE (CBOC)

CBOC Members (as of May 6, 2014):

Steve Babbitt – Committee Chair; – Business Community

Glen Sparrow – Committee Vice Chair; – Taxpayers Association Representative

Jim Bauman – Member-At-Large

Deborah Ives – Senior Citizens' Organization

Aaron Landau – Member-At-Large

Jada Martinez – Parent of Child in the District

Jay Steiger – Parent of Child in the District – PTA

This report is intended to serve as the Annual Report of 2013-2014 of the Proposition M Citizens' Bond Oversight Committee (CBOC). It will provide a review of last year and a brief review of the total operation of the CBOC and the results of the Proposition M bond measure.

Purpose of Citizens' Bond Oversight Committee (CBOC)

The La Mesa-Spring Valley School District's local Proposition M (passed in March 2002) falls under the provisions of State Proposition 39 (passed November 2000), which requires certain accountability provisions to be implemented for Prop. M. Specifically, the District must establish a Citizens' Bond Oversight Committee to perform the following basic duties:

- Review Prop. M expenditures to ensure that bond proceeds are used only for the purposes and projects set forth in the ballot measure by reviewing periodic District performance and financial statements. This has included site visits by the CBOC to observe completed projects.
- Ensure that no Prop. M bond proceeds are used for any teacher or administrative salaries or other operating expenses.
- Review the annual independent financial audit.
- Inform the public and the La Mesa-Spring Valley School District's Board of Education at least annually by issuing a written report concerning the expenditure of Prop. M bond proceeds and summarizing the CBOC's proceedings and activities for the preceding year.

PROPOSITION M HISTORY & FUNDING

On March 5, 2002 the voters within the La Mesa-Spring Valley School District approved Proposition M authorizing the issuance and sale of general obligation bonds of approximately $44 million for the purpose of modernization, renovation, and construction of school facilities and infrastructure.

In addition to basic Prop. M project funding, the District secured other State/Federal modernization and renovation matching funds and grants. The total combined revenue for the District's overall modernization and renovation programs since 2002 can generally be broken down as follows:

Proposition M General Obligation Bond Funding & Refinancing	$ 45.23 Million
State/Federal School Modernization & Renovation Matching Funds	$ 17.80 Million
Additional Revenue (Interest, etc.)	$ 4.04 Million
Total Program Budget	$ 67.07 Million

The CBOC was established and members appointed June 18, 2002. The first meeting took place September 19, 2002. During the ensuing 11 plus years 20 members of the La Mesa-Spring Valley community have volunteered and served on the CBOC.

Over the last 11 plus years, nearly all of the Priority "A" projects and needs identified in the original District Facilities Needs Assessment Plan (FNAP) have been completed. As of May 2014, the amount of Prop. M and Modernization matching funds that were available was zero; all funds had been encumbered.

Detailed Statement of Revenue & Expenses:
La Mesa-Spring Valley School District's
Modernization, Renovation, & Construction Program

(Reconciliation as of 3-13-14 & subject to audit verification)

1.	Prop. M Bond Revenue			
	First Issue Bonds	June 2002	$ 31,330,140.00	
	Second Issue Bonds	March 2005	$ 12,669,708.60	
	Bond Refinancing Proceeds	March 2005	$ 1,235,000.00	
		Subtotal #1	**$**	**45,234,848.60**
2.	Matching Funds Revenue			
	Federal Renovation Matching Funds	2002-03	$ 288,118.40	
	Federal Renovation Matching Funds	2003-04	$ 81,961.60	
	State Modernization Matching Funds	1999-2009	$ 17,430,878.71	
		Subtotal #2	**$**	**17,800,958.71**
3.	Additional Revenue			
	Interfund Transfer (Fund 35-Loma / Mod 8)		$ 963,532.90	
	Interest Earned (from Prop. M Bond Funds 2002-2014)*		$ 2,441,426.94	
	Interest Earned (from Mod/Matching Funds 1999-2009)		$ 634,526.50	
	Refund of Encroachment Fee (City of La Mesa)		$ 3,027.94	
		Subtotal #3	**$**	**4,042,514.28**

* Includes estimated anticipated interest earned for 2013-14

4.	**Total Program Revenue**	**$**	**67,078,321.59**
5.	**Program Expenses as of 3-13-14**	**$**	**(67,038,527.19)**
6.	***Fund Balance as of 3-13-14***	**$**	**39,794.40**

****

7.	Current/anticipated expenses (but not yet paid):			
	A) FAC-JPA Trust Account		$ 0.00	
	B) Other anticipated expenses		$ 39,794.40	
		Subtotal #4	**$**	**(39,794.40)**

8.	***Approximate Projected Funds Available @ End of June 2014 (as of reconciliation 3-05-14)***	**$**	**0.00**

2012-13 PROP. M PROJECT ACTIVITIES & ISSUES

Final Prop. M Project Activities

By the end of 2013, the major components of the ADA (disabled) path-of-travel upgrades were completed. As a requirement from the Division of State Architect (safety and ADA compliance), ADA path-of-travel upgrades occurred at 16 school sites that received new playground equipment in 2010-11. These upgrades generally included, but were not limited to, construction of ADA-compliant ramps, walkways, curb cuts, parking lot striping, signage, and the reconfiguration of fences and gates throughout nearly all school sites.

However, there were some scheduling/execution issues and numerous delays in the hazardous materials abatement and carpet replacement project during the summer of 2012. The Facilities Joint Powers Authority (FACJPA) (from the San Diego County Office of Education) supplied a contractor for this work. This contractor under-estimated the job, could not execute the work bid/contracted for, and literally walked away from the job after starting. As a result, the District and FACJPA had to quickly hire a replacement contractor to finish what the original contractor had started for school to begin on time in August 2012. While that goal was met, a significant amount of the abatement-carpet replacement was postponed at some school sites. Because of the District's policy of not executing work while classes are in session the remaining carpet work was completed by August 2013.

The remaining Prop. M funds will be spent on painting projects, with anticipated exhaustion of all remaining Prop. M funds by the end of June 2014.

Prop. M Closeout

The following is the projected Prop. M closeout schedule:

- Prop. M field construction work completed — April 2014
- Acceptance of completed field work by School Board — May 2014
- Acceptance of field work and file close-out by DSA — December 2013
- Follow-up paperwork, auditing and CBOC final report — Fall 2014

Summary of Expenditures March 2013-2014

	1213 YTD @ 3/13/2013	*1213 YR END @ 6/30/2013*	*DIFF*	*1314 YTD @ 3/5/2014*	*3/2013 – 3/2014 TOTAL*
PKMS	-	-			
FLH	97,304.26	107,729.64	***10,425.38***	55,962.63	***66,388.01***
MUM	11,151.19	21,235.07	***10,083.88***	55,641.04	***65,724.92***
NOR	1,679.61	2,565.11	***885.50***	55,641.03	***56,526.53***
LMMS	-	-	**-**	-	**-**
LMD	60,733.11	70,722.99	***9,989.88***	350.06	***10,339.94***
LEM	26,156.16	35,949.21	***9,793.05***	343.69	***10,136.74***
MAA	52,401.75	62,931.13	***10,529.38***	477.54	***11,006.92***
ROL	20,790.53	30,675.41	***9,884.88***	327.57	***10,212.45***
SVMS	-	-	**-**	-	**-**
CDO	41,068.78	51,023.66	***9,954.88***	5,188.35	***15,143.23***
HIG	20,645.90	31,175.29	***10,529.39***	477.54	***11,006.93***
MUR	26,076.13	36,160.00	***10,083.87***	-	***10,083.87***
SVE	-	-	**-**	-	**-**
LOM	220,037.85	231,054.21	***11,016.36***	-	***11,016.36***
SWS	23,331.95	33,216.82	***9,884.87***	327.57	***10,212.44***
LPMS	-	-	**-**	-	**-**
AVO	26,188.42	36,178.29	***9,989.87***	350.06	***10,339.93***
BAN	14,952.61	24,907.48	***9,954.87***	328.34	***10,283.21***
KEM	11,052.88	20,845.78	***9,792.90***	343.69	***10,136.59***
LPE	13,593.90	23,386.79	***9,792.89***	321.57	***10,114.46***
RAN	20,004.98	31,021.38	***11,016.40***	307.72	***11,324.12***
	687,170.01	***850,778.26***	***163,608.25***	***176,388.40***	***339,996.65***

Expenditures at 17 sites related to ADA Path of Travel Project
Additional expenditures at Fletcher Hills, Northmont and Murray Manor for Carpet & Abatement Project

CBOC COMMUNICATIONS

Communications regarding completion of the expenditure of all of the bond money will focus on Prop. M accomplishments. This will be conducted on a Districtwide basis as well as on a school/community-specific basis. General press releases to local publications and media outlets will be disseminated. The District and the CBOC is considering utilizing the traditional Back-to-School Night and/or Spring Open House events at each school to present and to highlight the accomplishments achieved at each school site.

PROP. M INDEPENDENT AUDIT for FISCAL YEAR 2012-13

The California Constitution requires the LMSV Board of Education to conduct an independent financial and performance audit of the Prop. M bond sale proceeds. The annual audit for Prop. M proceeds and expenditures for the fiscal/school year 2012-13 was performed by the independent accounting firm of Christy White Professional Accountancy Corporation.

The final 2012-13 Prop. M audit report was presented to and reviewed by the entire CBOC at its regular meeting in March 2014. This audit was accepted by the CBOC and has been forwarded to the Board of Education for final District acceptance.

The annual Prop. M independent audit was conducted in accordance with industry standards based upon Government Auditing Standards issued by the Comptroller General of the United States. The auditing firm performed several tests to ensure that the school district adheres to legal mandates and protocols prior to funds being disbursed and after projects are completed at each school site. The independent auditor also visited sample school sites to view first hand that the project work was, in fact, completed as reported.

From a fiscal standpoint, it is the opinion of the independent auditor that the District's financial statements and accounting practices generally and fairly represent the financial position of the Prop. M building fund. Further, the District's Prop. M accounting operations for the fiscal year 2012-13 were found to be in conformance with the accounting principles generally accepted in the United States.

From a performance standpoint regarding the expenditure of Prop. M funds, the independent auditor's review showed the District's bidding procedures, internal auditing controls, and full execution of projects to be in compliance with the terms of the Prop. M ballot language, applicable internal control practices, state laws and regulations, without exception.

CONCLUSION

Based upon the information provided by and discussed with the District, through site visits, and the review of the independent audit report, the CBOC believes the District has complied with the mandated legal requirements, including that no Prop. M bond proceeds have been used for any teacher or administrative salaries or other operating expenses. Further, the CBOC believes the District complies with District fiscal policies by appropriately spending Proposition M funds on only Prop. M projects.

Finally, in order that the schools and facilities of the District that were upgraded through the use of these bond expenditures are properly maintained for the future, the CBOC is concerned and strongly recommends that the preventive maintenance schedule of the District become a priority for funding and for implementation.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **R-2 Reports of Officers of the Board**
2012-13 Proposition M Bond Building Fund Audit Report

Section 1 (b)(3)(C) of Article XIIIA of the California Constitution requires the Board of Education to conduct an independent financial and performance audit of the bond sale proceeds.

The audit was conducted in accordance with generally accepted auditing standards and the standard applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

A representative from Christy White Associates will present the enclosed audit report and respond to clarifying questions.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1 New Business** **Action Item**

Acceptance of the 2012-13 Proposition M Bond Building Fund Audit Report

---

The 2012-13 Proposition M Bond Building Fund Audit Report was presented to the Citizens' Bond Oversight Committee (CBOC) on March 13, 2014. The audit results were discussed with the committee members. The report contained no findings.

The CBOC accepted the report and concurred with the recommendation to present it to the Board.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board acknowledge receipt of the enclosed 2012-13 Proposition M Bond Building Fund Audit Report.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **S-1 New Business** **Action Item**

Authorization to Sign Letter of Intent for Irrevocable Offer for the Public Purpose of an Easement for Public Road and Utilities

---

At its meeting on March 18, 2014, the Board approved a ground lease with the Boys & Girls Clubs of East County to construct a new Boys & Girls Clubhouse on the La Mesa Middle School Campus. The construction site is on the far west side of the campus. To allow for vehicle access to the site, a road and sidewalk will need to be constructed that will connect Lowell Street to Parks Avenue. Being that this new road will be a public street, the City of La Mesa is the agency that will be responsible for the construction and maintenance of the road. In addition, the District owns the property on which the road will be constructed and will need to grant an easement to the City for the construction and operation of the new road.

The City is currently in the process of applying for a grant to fund the construction of the road. As part of the application, an irrevocable letter of intent to grant an easement for the construction of the road is required. The letter of intent has several contingencies. These are:

1. Funding is secured for the road and sidewalk construction and;
2. Final design has been agreed to by the parties and;
3. Funding is secured for the Boys and Girls Club and all planning entitlements are secured.

In the letter of intent the City agrees to:
1. Design and construct the roadway and sidewalks as approved by all parties and;
2. Maintain Junior High Drive (the new roadway) as a public right-of-way.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize signature of a Letter of Intent for an Irrevocable Offer for the Public Purpose of an Easement for Public Road and Utilities.

CITY OF
LA MESA
JEWEL of the HILLS

YVONNE GARRETT
ASSISTANT CITY MANAGER/ DIRECTOR OF COMMUNITY SERVICES

April 28, 2014

Brian Marshall, Superintendent
La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, CA 91942

RE: Letter of Intent for Irrevocable Offer of Dedication (IOD) for the Public Purpose of an Easement for Public Road and Utilities

Dear Brian,

In 2007 the City of La Mesa (City) established a teen center facility in Highwood Park and entered into a lease agreement with the Boys and Girls Club of East County (Club) for operation of a teen center. The teen center is located in Highwood Park, a La Mesa-Spring Valley School District (District) owned parcel, operated by the City as a public park. Based on community demand, the Club has expressed interest in establishing a full service youth facility in La Mesa on District property. Windsor Hills Community Church (Church) is adjacent to the campus and has indicated a willingness to partner in this effort to improve their facility. Additionally, the District is adding a Performing Arts Academy to the middle school campus in fall of 2014. All of these projects offer an opportunity to expand and enhance recreational and educational opportunities in West La Mesa.

Under the auspices of the City/District Joint Development Steering Committee, a Letter of Understanding (LOU) was approved by the La Mesa-Spring Valley School District, City of La Mesa, Boys and Girls Club of East County and Windsor Hills Community Church in October 2013. The LOU outlines future improvements that would serve to benefit residents of La Mesa. One of the key elements of the project is to extend Junior High Drive from Parks Avenue to Lowell Street. This will allow for vital parking for the school, the Boys and Girls Club, Windsor Hills Community Church, and for sports leagues. The road will improve traffic circulation around the Middle School campus and create connectivity between the project, Helix Charter High School, and the neighborhood. The extension of Junior High Drive will include sidewalks connecting from Parks to Lowell, high visibility crosswalks at Olive and Junior High Drive and Junior High Drive and Lowell connecting to the Helix High School. In addition, there will be on street parking as outlined in Attachment "A".

An opportunity for funding has become available for the extension of Junior High Drive. The Active Transportation Program was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation, such as biking and walking. The goals of the program are to:

- Increase the proportion of trips accomplished by biking and walking
- Increase the safety and mobility of non-motorized users
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding
- Ensure that disadvantaged communities fully share in the benefits of the program

Applications are due May 21, 2014 with awards announced in late August 2014. There is $360 million available in this grant cycle. The City intends to apply for a grant for the road extension and to create a Safe Routes to School program at La Mesa Middle School/La Mesa Arts Academy and Helix Charter High School.

Currently Junior High Drive is a private road owned by the District. As a result of this grant opportunity, the partners in this project, the District, the Church, the City, and the Club have conceptually agreed to execute a plan line for the purpose of a public road and sidewalk dedication to the City as a public street. The dedication would be for "road purposes and public utilities" and not a fee title transfer. At any time in the future that the public street would be vacated, the land would revert back to the School District.

As required for the grant submission, the City is requesting the District approve a Letter of Intent to sign an Irrevocable Offer of Dedication (IOD) for the public purpose of an easement for public road and utilities to the City of La Mesa of certain real property (Attachment "B").

This action would not take effect until such time as the following conditions are met:

1. Funding is secured for the road and sidewalk construction and;

2. Final design has been agreed to by the parties and;

3. Funding secured for the Boys and Girls Club and all planning entitlements are secured.

This Letter of Intent serves to outline the parameters of the future IOD.

The District agrees that subject to the conditions as outlined above, District will:

1. Sign an Irrevocable Offer of Dedication for the public purpose of an easement for public road and utilities to the City of La Mesa granting the City the right to design and construct a public right of way as outlined in the IOD.

The City agrees that subject to the conditions as outlined above, City will:

1. Design, construct the roadway and sidewalks as approved by the parties; and

2. Maintain Junior High Drive as a public right-of-way.

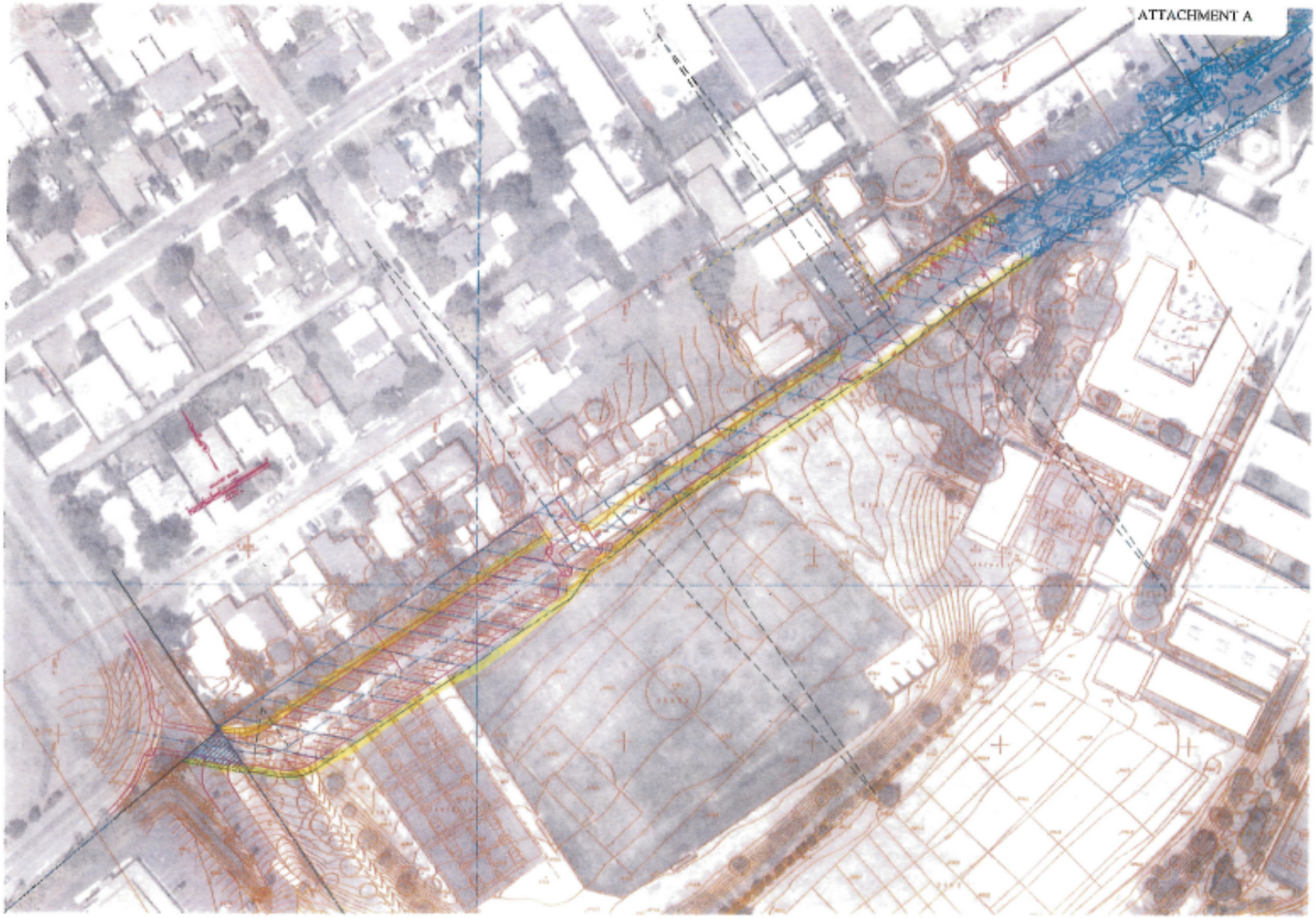
Attached is a signature block whereby once approved the Superintendent shall affix his signature indicating agreement with the terms expressed in this letter.

Sincerely,

Yvonne Garrett
Assistant City Manager/Director Community Services

Attachment "A" – Aerial view of proposed Right of Way
Attachment "B" - Irrevocable Offer of Dedication

cc: Dave Witt, City Manager


ATTACHMENT A

RECORDING REQUESTED BY:

La Mesa City Clerk
FEE EXEMPT PER
GOVERNMENT CODE SECTION 27383

WHEN RECORDED, RETURN TO:

Mary J. Kennedy, City Clerk
City of La Mesa
P. O. Box 937
La Mesa, CA 91944-0937

(Space Above for Recorder's Use Only)

IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY
Public Road and Utilities
APN: 475-190-15-00 ADDRESS: 4200 Junior High Drive

Owner: La Mesa Spring Valley School District, a California State Agency

Hereinafter designated Grantor(s), represent that they are the owner(s) of the hereinafter described real property, and for a valuable consideration hereby make(s) an Irrevocable Offer of Dedication, to the CITY OF LA MESA, a Municipal Corporation, of the hereinafter described real property for the following public purpose: **AN EASEMENT FOR PUBLIC ROAD and UTILITIES.**

The real property referred to above is situated in the incorporated area of the CITY OF LA MESA, State of California, and is more particularly described as follows:

Refer attachment Exhibit "A" for legal description and plat as Exhibit "B" attached hereunto.

The grantor hereby further offers to the CITY OF LA MESA the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits of the herein described right-of-way where required for the construction and maintenance of said CITY OF LA MESA public road and utilities. RESERVING unto the grantor of the above described parcel of land, his successors or assigns, the right to eliminate such slopes and/or drainage structures or portions thereof, when in the written opinion of the City Engineer of the Grantee, the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided such substitution is first approved in writing by the said City Engineer.

The grantor hereby further offers to Grantee all trees, growths (growing or that may hereinafter grow), and road building materials within said right-of-way, including the right to take water, together with the right to use the same in such manner and in such locations as said Grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said roadway.

The Grantor, for himself, his successors and assigns, hereby waives any claim for any and all damages to the Grantor's remaining property contiguous to the right-of-way hereby conveyed by reason of the location, construction, landscaping or maintenance of said roadway with reasonable methods of construction.

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the Sate of California and may be accepted at any time by the City Council of the CITY OF LA MESA.

This Offer of Dedication may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of division 9 or Chapter 2 of Division 2 of Streets and Highways Code of the State of California, whichever is applicable. Such termination and abandonment may be made by the City Council of the CITY OF LA MESA.

This Offer of Dedication shall be irrevocable and shall be binding on the Grantor(s), their heirs, executors, administrators, successors and assigns.

In Witness whereof, the Grantor(s) have caused this Irrevocable Offer of Dedication to be executed this _____ day of _____, 2014.

BY: _____

Emma Turner Date
School Board President

*NOTE: OWNERS signature must be acknowledged with the appropriate jurat

State of California)
County of San Diego)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

_____
Signature

State of California)
County of San Diego)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

_____
Signature

EXHIBIT "A"

[LEGAL DESCRIPTION – STREET DEDICATION]
APN 475-190-15

THAT PORTION OF LOT 12 OF RANCHO MISSION OF SAN DIEGO, IN THE CITY OF LA MESA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN AS A PORTION OF PARCEL "A" OF MURRAY ACRES ACCORDING TO LICENSED SURVEYOR'S MAPS NOS. 183 AND 184, RECORDS OF SAID COUNTY, ALSO AS SHOWN ON RECORD OF SURVEY MAP NO. 2450 (ROS 2450) FILED MAY 24, 1950 IN THE COUNTY RECORDER'S OFFICE OF SAID SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 32 PER SAID L.S. 184 AND AS SHOWN AS THE MOST WESTERLY CORNER OF SAID ROS 2450, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF PALMATEER TRACT PER MAP NO. 1466;

1. THENCE ALONG SAID SOUTHEASTERLY LINE AND ALONG THE NORTHWESTERLY LINE OF SAID ROS 2450 NORTH 55°53'13" EAST 440.00 FEET TO THE SOUTHWEST CORNER OF LOT 41 OF LA MESA ACRES PER MAP NO. 1223;
2. THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE ROS 2450 SOUTH 34°06'47 EAST 30.00 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING ON THE NORTHWESTERLY LINE OF LAND PER DEED RECORDED DECEMBER 9, 1946 IN BOOK 2301, PAGE 457 OF OFFICIAL RECORDS;
3. THENCE ALONG SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY PROLONGATION THEREOF NORTH 55°53'13" EAST 400.17 FEET;
4. THENCE NORTH 34°05'17" WEST 30.00 FEET TO SAID NORTHWESTERLY LINE OF ROS 2450;
5. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 55°53'13" EAST 196.20 FEET TO AN ANGLE POINT THEREIN;
6. THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 34°03'47" EAST 20.00 FEET TO AN ANGLE POINT THEREIN;
7. THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE NORTH 55°53'13" EAST 204.00 FEET TO THE SOUTHWESTERLY LINE OF LAND PER DEDICATION DEED RECORDED MARCH 3, 1952 IN BOOK 4456, PAGE 338 OF OFFICIAL RECORDS;
8. THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 34°03'47" EAST 9.67 FEET TO AN ANGLE POINT THEREIN;
9. THENCE CONTINUING ALONG THE BOUNDARY OF SAID LAND SOUTH 55°58'43" WEST 53.00 FEET TO AN ANGLE POINT THEREIN;
10. THENCE CONTINUING ALONG THE BOUNDARY OF SAID LAND SOUTH 34°01'17" EAST 26.00 FEET TO THE BEGINNING OF A NON-TANGENT 14.50-FOOT RADIUS CURVE CONCAVE SOUTHERLY, THE RADIAL BEARING TO SAID POINT BEING NORTH 34°01'17" WEST;
11. THENCE CONTINUING ALONG THE BOUNDARY OF SAID LAND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°58'58" A DISTANCE OF 15.18 FEET;
12. THENCE CONTINUING ALONG THE BOUNDARY OF SAID LAND SOUTH 64°01'17" EAST 5.94 FEET;

13. THENCE LEAVING SAID BOUNDARY OF LAND SOUTH 55°53'13" WEST 286.68 FEET TO THE BEGINNING OF A TANGENT 375.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;
14. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°40'54" A DISTANCE OF 30.64 FEET;
15. THENCE SOUTH 51°12'19" WEST 53.07 FEET TO A TANGENT 425.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
16. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°40'54" A DISTANCE OF 34.72 FEET;
17. THENCE SOUTH 55°53'13" WEST 258.69 FEET TO THE BEGINNING OF A NON-TANGENT 375.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, THE RADIAL BEARING TO SAID POINT BEING NORTH 33°57'27" WEST;
18. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°45'36" A DISTANCE OF 57.33 FEET TO A TANGENT 425.00-FOOT REVERSE CURVE;
19. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°24'36" A DISTANCE OF 62.38 FEET;
20. THENCE SOUTH 35°05'05" WEST 33.99 FEET;
21. THENCE SOUTH 55°55'58" WEST 324.44 FEET TO THE BEGINNING OF A TANGENT 58.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
22. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°47'18" A DISTANCE OF 44.33 FEET;
23. THENCE NORTH 80°16'44" WEST 32.84 FEET TO THE SOUTHWESTERLY LINE OF SAID ROS 2450;
24. THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 34°05'14" WEST 56.91 FEET TO THE **POINT OF BEGINNING.**

AREA = 80,651 SQ. FT. MORE OR LESS.

MICKEY AGUIRRE, PE — 4/23/14 DATE

EXHIBIT "B"

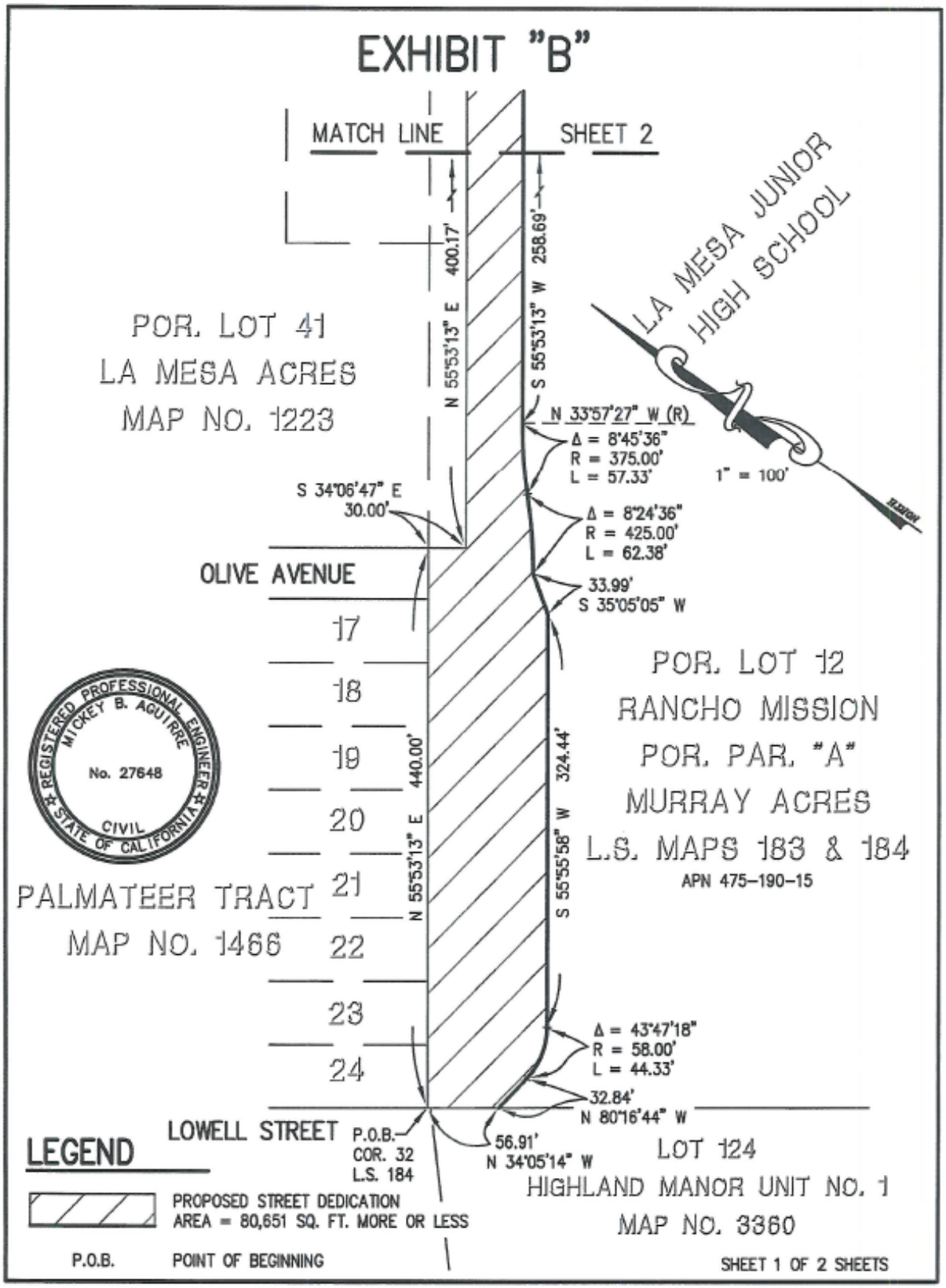
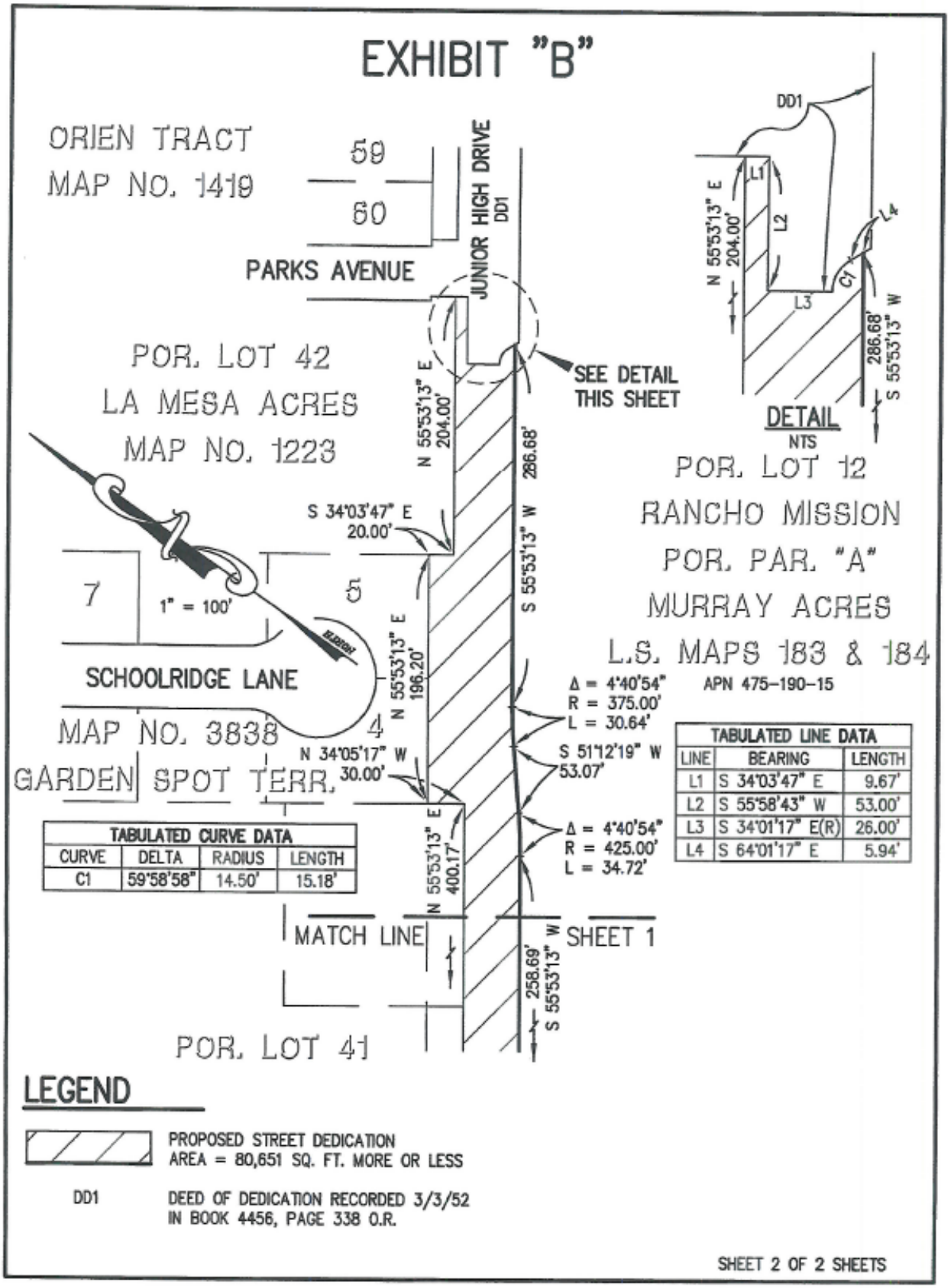

MATCH LINE
SHEET 2
LA MESA JUNIOR HIGH SCHOOL
POR. LOT 41
LA MESA ACRES
MAP NO. 1223
N 55°53'13" E 400.17'
S 55°53'13" W 258.69'
N 33°57'27" W (R)
Δ = 8°45'36"
R = 375.00'
L = 57.33'
1" = 100'
S 34°06'47" E
30.00'
Δ = 8°24'36"
R = 425.00'
L = 62.38'
OLIVE AVENUE
33.99'
S 35°05'05" W
17
18
19
20
21
22
23
24
N 55°53'13" E 440.00'
S 55°55'58" W 324.44'
POR. LOT 12
RANCHO MISSION
POR. PAR. "A"
MURRAY ACRES
L.S. MAPS 183 & 184
APN 475-190-15
PALMATEER TRACT
MAP NO. 1466
Δ = 43°47'18"
R = 58.00'
L = 44.33'
32.84'
N 80°16'44" W
LOWELL STREET
P.O.B.
COR. 32
L.S. 184
56.91'
N 34°05'14" W
LOT 124
HIGHLAND MANOR UNIT NO. 1
MAP NO. 3360
REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA
LEGEND
PROPOSED STREET DEDICATION
AREA = 80,651 SQ. FT. MORE OR LESS
P.O.B. POINT OF BEGINNING

EXHIBIT "B"



TABULATED CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
C1	59°58'58"	14.50'	15.18'

TABULATED LINE DATA		
LINE	BEARING	LENGTH
L1	S 34°03'47" E	9.67'
L2	S 55°58'43" W	53.00'
L3	S 34°01'17" E(R)	26.00'
L4	S 64°01'17" E	5.94'

LEGEND

PROPOSED STREET DEDICATION
AREA = 80,651 SQ. FT. MORE OR LESS

DD1 — DEED OF DEDICATION RECORDED 3/3/52 IN BOOK 4456, PAGE 338 O.R.

CONSENT FOR RECORDATION

I, as the City Engineer for the City of La Mesa, certify on behalf of the City of La Mesa, pursuant to authority conferred by Resolution No. 12466 of the City Council, adopted January 8, 1974, that the City of La Mesa consents to the recordation of the foregoing Irrevocable Offer of Dedication.

Dated :_____

By: _____
Gregory P. Humora
Director of Public Works / City Engineer

IRREVOCABLE OFFER OF DEDICATION
ADDRESS: 4200 Jr. High Drive
APN: 475-190-15-00

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **S-2 New Business** **Action Item**

Ratification of Agreement with Stutz Artiano Shinoff & Holtz for Professional Services

---

The law firm of Stutz Artiano Shinoff & Holtz is currently representing the District in ongoing legal matters. In order to provide consistency in these cases, it is necessary to enter into the attached agreement for professional services for the 2013-14 school year.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify the attached agreement with Stutz Artiano Shinoff & Holtz for Professional Services for the 2013-14 school year.

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to La Mesa-Spring Valley School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

   a. Paralegal services at $72.00 per hour;

   b. Associate attorneys' time at $175.00 per hour; and,

   c. Partner's time at $195.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at $.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES**: Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the

California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq*.

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall be effective for the period of July 1, 2013 through June 30, 2014 and continuing unless terminated by either party.

DATED: _____ LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____
Brian Marshall, Superintendent

DATED: 4/17/14 STUTZ ARTIANO SHINOFF & HOLTZ, APC

By: Daniel R. Shinoff
Daniel R. Shinoff

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **S-3 New Business** **Action Item**

Nominations for California School Boards Association (CSBA) Executive Board Vice President and President-Elect

---

Nominations for CSBA's Executive Board Vice President and President-Elect are being accepted until June 2, 2014. The enclosed information provides details of the roles and responsibilities of these positions and nomination procedures. School boards, which are CSBA members, are eligible to nominate board members from CSBA member districts or county offices of education for these positions. Each board may nominate as many individuals as it chooses.

ADMINISTRATIVE RECOMMENDATION

Board members are urged to review the material and be prepared to discuss potential nominations for CSBA's Executive Board Vice President and/or President-Elect.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-2a New Business (Consent Calendar)** **Action Item**
Ratification of Purchase Orders, Warrants and Revolving Cash Fund Reimbursement

---

Purchase orders, warrants and revolving cash fund reimbursements issued since the last Board meeting will be available at the meeting for review by the Board.

The following are submitted for ratification:

I. Purchase Orders: 432 purchase orders have been processed, numbered H53390 through H53821, totaling $941,530.80.

II. Warrants: 513 warrants have been issued, dated March 20, 2014 through April 23, 2014, totaling $1,648,501.10.

III. Revolving Cash Fund Reimbursement: One (1) check has been processed, totaling $642.67.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify these purchase orders, warrants and revolving cash fund reimbursement.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
REVOLVING CASH FUND REIMBURSEMENTS

In accordance with Education Code Sections 42800-42806, approval is requested for expenditures from the Revolving Cash Fund as listed:

Check Number	Date Issued	Payee	Purpose	Amount
RC1734	04/01/14	Ricardo Davila	Payroll	$642.67

REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (1) CHECK PROCESSED TOTALING $642.67

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-2b New Business (Consent Calendar)** **Action Item**

Approval of Change Order for Painting Project at La Mesa Middle School, Bid #FB 1-13/14

An additional power wash, one coat of primer and two coats of paint on the main hallway beams were needed for the painting project at La Mesa Middle School. This work was not included on the original bid. A change order resulted in an increase in cost to the District due to the additional work required.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the change order for the painting project at La Mesa Middle School, Bid #FB 1-13/14, in the amount of $2,400, which increases Custom wood Finishing's contract to $26,400.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-2c New Business (Consent Calendar)** **Action Item**

Acceptance of Work for Completion of the Painting Project at La Mesa Middle School, Bid #FB 1-13/14; and Authorization to File Notice of Completion

---

Custom Wood Finishing has completed the painting project at La Mesa Middle School. The project has been reviewed by the Maintenance Department and it was determined that the contractor's work in the amount of $26,400 was satisfactorily completed.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board accept this project as complete and authorize the filing of Notice of Completion.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-3 New Business**
Rejection of Claim – Vehicle Damage

The District received a claim from State Farm Insurance Company stating that their insured's vehicle was damaged at Fletcher Hills Elementary School.

ADMINISTRATIVE RECOMMENDATION

It is recommended the claim be rejected and referred to the District's insurance carrier for disposition.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-4 New Business** **Action Item**

Resolution 13-14-21, of La Mesa-Spring Valley School District Authorizing the Borrowing of Funds for Fiscal Year 2014-15, the Issuance and Sale of One or More Series of 2014 Tax and Revenue Anticipation Notes Therefore in an Amount Not to Exceed $10,000,000, Participation in the San Diego County and School District Tax and Revenue Anticipation Note Program, and Requesting the Board of Supervisors of the County to Issue and Sell Said Notes

---

ROLL CALL VOTE

Although California's economy is slowly recovering, districts across the state continue to face challenges in managing their cash flow needs.

Tax and Revenue Anticipation Notes (TRANs) is a means of borrowing money on a short-term basis to meet a cash flow shortage. The money, which is borrowed at a favorable tax-exempt rate of interest, is considered a temporary advance against taxes and other revenue to be received by the District. The funds are invested in the County Treasury until needed. The District is permitted limited retention of the arbitrage earnings generated through the borrowing.

The documents necessary to participate in the 2015-16 San Diego County TRANs program were sent electronically to the Board for review:

- District Resolution
- Form of Trust Agreement
- Form of Purchase Agreement
- Form of Official Statement

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 13-14-21, authorizing the borrowing of funds for fiscal year 2014-15, the issuance and sale of one or more series of 2014 tax and revenue anticipation notes in an amount not to exceed $10,000,000, participation in the San Diego County and School District Tax and Revenue Anticipation Note Program, and requesting the Board of Supervisors of the County to issue and sell said notes.

RESOLUTION NO. 13-14-21

RESOLUTION OF LA MESA-SPRING VALLEY SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2014-2015 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2014 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED $10,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts and the County of San Diego (the "County") are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the legislative body (the "Board") of the school district specified in Section 22 hereof (the "District") has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the "Principal Amount") is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2015 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2014 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the "Note");

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed 85% of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof);

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

WHEREAS, the financial advisor to the participating school districts (the "Financial Advisor") appointed in Section 21 hereof, together with the underwriter and such co-underwriters, if any, identified in the Purchase Agreement hereinafter defined (the "Underwriter"), will structure one or more pools of notes (which may include a single note of one participating school district) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures Note Participations comprising each Series and (ii) possibly other features, all of which the District hereby authorizes the Financial Advisor to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") between such Issuers and the banking institution named therein as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in its Note and the notes issued by other Issuers in such Series, if any; if the District Officer determines at the time of issuance of its Note that participation in such Program is in the best financial interests of the District;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by the District or by the other Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of

insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

WHEREAS, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instruments, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the County Officer, as hereinafter defined, of the Pricing Confirmation;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement), and in the event that the Note is sold on a stand-alone basis, the District will be responsible for (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, all Predefault Obligations and the Issuer's Reimbursement Obligations, if any;

WHEREAS, pursuant to the Program, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement (the "Purchase Agreement") approved by an Authorized District Representative and the County Officer, as referred to in Section 4;

WHEREAS, the District has determined that it may be desirable to provide for the issuance of an additional parity note (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which are secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2014 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

Each Note may be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations may be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved; provided, however, in the event one or more Authorized District Representatives identified in Section 22 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. The Chief Financial Officer, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a "County Officer") are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Note; *provided further*, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting or otherwise to the Board, are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent, the Assistant Superintendent for Business, the Business Manager or Chief Financial Officer of the District, as

the case may be, or, in the absence of any such officer, his or her assistant (each a "District Officer") is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the District Officer following execution by the County Officer of the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider, if any, payable by the District, negative and affirmation covenants of the District and events of default. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the District for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission (the "Rule"), unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers, if any, or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the

statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 8 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. <u>No Joint Obligation; Owners' Rights</u>. The Note shall be marketed and sold on either a stand-alone basis or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of such other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this

Resolution, the resolution of the County providing for the issuance of the Note, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create separate accounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 8. Source of Payment. The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note and the amount, if any owed the Credit Provider, the District

hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenue" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Note as sequentially numbered Repayment Dates (each individual date a "Repayment Date" and collectively "Repayment Dates") (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such fund, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Note and interest due on the Note, as specified in the related Pricing Confirmation. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in the Trust Agreement, with a fixed rate of return through the Maturity Date.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District

lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider, if any.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note, or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the outstanding Note and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of the Parity Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

Section 9. Execution of Note. The County Officer shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Note on its behalf.

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder and (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by

this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Credit Provider, if any, the Financial Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed 85% of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than 85% of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least 85% of such amount for the Repayment Fiscal Year.

(H) The District (i) is not currently in default on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter and the Credit Provider, if any, and in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement), the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note,

the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Note, the Note and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) As a condition to the issuance of the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2012-2013 or Fiscal Year 2013-2014 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification

applicable to Fiscal Year 2012-2013 or Fiscal Year 2013-2014 within the meaning of Section 42133 of the Education code of the State of California, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2013-2014 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2014-2015 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(R) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be "arbitrage bonds" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2014, including the Note, is not reasonably expected to exceed $5,000,000, *provided* that such amount shall be increased by the lesser of $10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, **or in the alternative,** (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Note.

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 17. Treasurer's Loans. To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the governing board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer-Tax Collector of the County and to the County Superintendent of Schools.

Section 19. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to

the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 20. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 21. Appointment of Financial Advisor. Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint Government Financial Strategies inc. to serve as Financial Advisor for the District in connection with the Program, and to execute an agreement for financial advisory services with such firm.

Section 22. Resolution Parameters.

(a) Name of District: La Mesa-Spring Valley School District

(b) Maximum Amount of Borrowing: $10,000,000

(c) Authorized District Representatives:

(1) Superintendent

(2) Assistant Superintendent of Business

(3) Director of Fiscal Services

Section 23. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

[Attach form of Certification of the Clerk of the Board with respect to the Resolution, if desired (such form of Certification is not required.)]

EXHIBIT A

FORM OF NOTES

LA MESA-SPRING VALLEY SCHOOL DISTRICT

COUNTY OF SAN DIEGO, CALIFORNIA

2014 TAX AND REVENUE ANTICIPATION NOTE, SERIES __[*/]

Interest Rate	Maturity Date	Date of Original Issue
First Repayment Date	Second Repayment Date	Third Repayment Date
__% (Total of principal and interest due on Note at maturity)[**/]	__% (Total of principal and interest due on Note at maturity)[**/]	__% (Total of principal and interest due on Note at maturity)[**/]

REGISTERED OWNER:

PRINCIPAL AMOUNT: $_____

FOR VALUE RECEIVED, the La Mesa-Spring Valley School District (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Interest Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wilmington Trust, N.A. in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this

---

[*/] If more than one Series is issued under the Program in the Repayment Fiscal Year.

[**/] Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2015 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor, as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF SAN DIEGO

By: _____
Chief Financial Officer

Countersigned

By: _____
Clerk of the Board of Supervisors

[STATEMENT OF INSURANCE]*/

*/ To be used only if Credit Instrument is a policy of municipal bond insurance.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a _____ meeting of the Board duly and regularly held at the regular meeting place thereof on the ____ day of _____, 2014, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at _____, _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____ ___, 2014

_____
Secretary of the Board

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-5 New Business** **Action Item**

Authorization to Enter into an Agreement with Christy White Associates to Provide Audit Services for the Proposition M Bond Building Fund

---

Regulations require that the District provide an independent financial and performance audit of the Proposition M Bond Fund annually. The attached engagement letter from Christy White Associates outlines the services that will be provided for the 2013-14 Proposition M Bond audit. The fee for this service is $5,435.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to enter into the attached agreement with Christy White Associates to provide audit services for the 2013-14 fiscal year.

christy white associates
A PROFESSIONAL ACCOUNTANCY CORPORATION

Christy White, CPA
Michael Ash, CPA
Tanya M. Rogers, CPA, CFE
Heather Daud

SAN DIEGO
LOS ANGELES
SAN FRANCISCO/BAY AREA

Corporate Office:
2727 Camino Del Rio South
Suite 219
San Diego, CA 92108

tel: 619.270.8222
fax: 619.260.9085
www.christywhite.com

Licensed by the California State Board of Accountancy

April 1, 2014

La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, CA 91942

We are pleased to confirm our understanding of the services we are to provide La Mesa-Spring Valley School District for the fiscal year ending June 30, 2014. We will conduct a financial statement and performance audit to include the balance sheet of the **Proposition M Bond Building Fund** of La Mesa-Spring Valley School District as of June 30, 2014, and the related statement of revenues, expenditures and changes in fund balance for the fiscal years ending June 30, 2014. The audit will be conducted in accordance with Article 13A of the California Constitution.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and and whether the District complied with the compliance requirements over the deposit and use of Measure G funds. In addition, we will issue an opinion on performance requirements of Proposition 39 which include whether the expenditures are allowable in accordance with applicable laws, regulations and the voter approved measure. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel, and will include tests of the accounting records of La Mesa-Spring Valley School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that La Mesa-Spring Valley School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal control, including monitoring ongoing activities: for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the **Proposition M Bond Building Fund** of the La Mesa-Spring Valley School District and the respective changes in financial position in conformity with U.S. generally accepted accounting principles; and, for compliance with applicable laws and regulations and the provisions of contracts. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of the inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of La Mesa-Spring Valley School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. We will also provide a Performance Audit report, as required by Proposition 39, which will also be conducted in accordance with *Government Auditing Standards*.

Audit Administration, Fees, and Other

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than March 31 following the close of year fiscal year. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

Fiscal Year Ending	Total Maximum Audit Fees
June 30, 2014	$ 5,435

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for significant changes in District audit requirements as stated in *Government Auditing Standards* or changes in applicable laws and regulations.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2014, if agreeable to the auditors and the District. Additional extensions beyond 2014 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review report accompanies this letter.

Christy White Associates has non-licensee owners who may provide client services in your contract under the supervision of a licensed owner.

We appreciate the opportunity to be of service to La Mesa-Spring Valley School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Michael Ash

Michael Ash, CPA
Partner
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of La Mesa-Spring Valley School District.

_____
Signature

_____
Title

_____
Date

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Karen Walker, Ed.D.**
Assistant Superintendent, Learning Support

ITEM NUMBER: **LS-1 New Business** **Action Item**

Acceptance of Gifts – Avondale, Northmont, and Rolando Elementary Schools

---

Avondale Elementary School PTA would like to donate $940.00 to Avondale Elementary to be used to help fund study trips.

Northmont Elementary School PTA would like to donate the following to Northmont Elementary:

- $6,500.52 – Library books and a new library rug
- $1,203.75 – School Planners
- $4,459.50 – Admission and transportation for study trips
- $3,901.27 – Accelerated Reader Program
- $1,201.43 – Safety Patrol Disneyland trip

Rolando Elementary School PTA would like to donate $1,725.00 to Rolando Elementary to be used for the Safety Patrol Disneyland trip.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Karen Walker, Ed.D.**
Assistant Superintendent, Learning Support

ITEM NUMBER: **LS-2 New Business** **Action Item**

Authorization to Enter into a Special Education Master Contract with Provo Canyon School, and an Expanded Special Education Master Contract with Springall Academy

---

The District contracts with California-certified nonpublic schools/agencies to provide services to a student when the District is unable to provide an appropriate special education program. At this time a number of students require the services of nonpublic schools/agencies.

Due to the enrollment of a new student authorization is requested for approval of a special education master contract with Provo Canyon School, a non-public school, in a not-to-exceed amount of $32,000.00.

At the September 3, 2013 Board meeting authorization was granted to enter into a special education master contract with Springall Academy, a non-public school, in a not-to-exceed amount of $145,000.00, and at the October 1, 2013 Board meeting authorization was granted to enter into an expanded special education master contract in a not-to-exceed amount of $52,000.00. Due to the enrollment of a new student it is again necessary to enter into an expanded special education master contract in a not-to-exceed amount of $6,000.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/14	$1,379,000.00
Provo Canyon School	Not-to-exceed $ 32,000.00
Springall Academy	Not-to-exceed $6,000.00
Total encumbered cost for all nonpublic schools/agencies	$1,417,000.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into a special education master contract with Provo Canyon School, and an expanded special education master contract with Springall Academy for the 2013-14 school year.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Karen Walker, Ed.D.**
Assistant Superintendent, Learning Support

ITEM NUMBER: **LS-3 New Business** **Action Item**

Authorization to Enter Into a Memorandum of Understanding with Jewish Family Services, Positive Parenting Program

---

The Positive Parenting Program provides free parenting workshops throughout San Diego County. Workshops are designed to help parents learn how to use strategies to strengthen families. Each workshop is given in English and Spanish. The research-based program has been shown to promote family harmony, reduce parent-child conflict, foster successful peer relationships, and prepare children for successful experiences at school. Jewish Family Service is a non-profit organization and will not promote any faith or religion at these events

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached Memorandum of Agreement with Jewish Family Services, Positive Parenting Program.

MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT**

Parties: This Memorandum of Understanding is between Jewish Family Service [JFS] and LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT.

Purpose: To establish a collaborative relationship between Jewish Family Service and LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 529742] "Triple P" Positive Parenting Program.

Responsibilities of Parties: In order to achieve the purpose set out above, the parties will perform the following activities:

Jewish Family Service will:

- JFS will partner with LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide three parent education seminars using the evidence-based "Triple P" curriculum to interested LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT parents and staff of children from the school.
- JFS will provide incentives and program materials to participants.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.

LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT will:

- LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT school sites will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT school sites that choose to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT will work closely with JFS to ensure that the Positive Parenting Program reaches and serves as many people as possible at the schools that request the Triple P program.

If requested:

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than $15 per hour (not to exceed a total of $250) to provide supervision during child activity groups.
    - LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
    - LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both Jewish Family Service Positive Parenting Program and LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality and agree to indemnify, defend and hold harmless each other against any and all potential penalties incurred in the event that they violate any portion of this agreement. This agreement does not create a legal partnership or contract between the parties. The term of this agreement is August 1, 2014 to June 30, 2015.

JEWISH FAMILY SERVICE

Signed:_____

Name: Joel Craddock, M.S., Ed.

Title: Divisional Director

Date:_____

For further information, please contact:
Lea Bush (858) 637-3378
8788 Balboa Avenue
San Diego, CA 92123

LA MESA SPRING VALLEY UNIFIED SCHOOL DISTRICT

Signed:_____

Name: _____

Title:_____

Date:_____

District Address:
4750 Date Avenue
La Mesa, CA 91942
Phone number 619-668-5700

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Karen Walker, Ed.D.**
Assistant Superintendent, Learning Support

ITEM NUMBER: **LS-4 New Business** **Action Item**
Acceptance of Uniform Complaint Quarterly Report

As previously reported, the Williams Settlement required each school district to revise its Uniform Complaint Procedures by January 1, 2005 to include issues related to instructional materials, emergency facilities, and teacher vacancies and misassignments.

Beginning with the quarter ending March 31, 2005, each district must submit a quarterly report to the San Diego County Office of Education (SDCOE) indicating the number of complaints in each area that have been received, resolved, and unresolved. The report must be publicly reported on a quarterly basis at a regularly scheduled meeting of the district's governing board.

ADMINISTRATIVE RECOMMENDATION

Acceptance is requested for the attached Quarterly Complaint Report Summary for the quarter ending March 31, 2014.

Williams Settlement Legislation

Quarterly Uniform Complaint Report Summary

For submission to School District Governing Board and County Office of Education

District Name: La Mesa – Spring Valley School District

Quarter covered by this report: January 1, 2014 – March 31, 2014

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
Totals	0	0	0

Submitted by: Karen Walker. Ed.D.

Title: Assistant Superintendent, Learning Support

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-1 Human Resources Recommendations** **Action Item**
Standard Recommendations

The Human Resources recommendations which are attached for consideration at the May 6, 2014, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve/ratify the attached standard Human Resources recommendations as presented.

1. Standard Human Resources Recommendations – May 6, 2014

CERTIFICATED:

Approval of Contract:			Effective:
Bloom, Rachel S.	Teacher	IV-1	04/21/14

Approval of Acceptance of Resignation:			
Ghio, Carol B.	Speech-Language Pathologist (retiring)	VI-21	07/18/14
Montfort, Barbara S.	Resource Specialist (from leave)	VI-15	06/13/14
Mustizer, Christine A.	Teacher (employment elsewhere)	VI-1	04/16/14
Peter, Dolores M.	Teacher (retiring)	VI-26	06/13/14
Schniepp, Glen P.	Teacher (retiring)	VI-32	06/13/14
Varhola, Nancy R.	Teacher (retiring)	VI-22	06/13/14

Approval of Leave of Absence:		
Medeiros, Maya R.	Speech-Language Pathologist (family responsibilities)	06/16/14 – 06/19/15

Approval of Extension of Leave of Absence:		
Maggenti, Jennifer L.	Teacher (family responsibilities)	06/16/14 – 06/19/15
Martin, Jennifer S.	Teacher (moving from area; military orders)	06/16/14 – 06/19/15
Pelletier, Anna Marie C.	Teacher (family responsibilities)	06/16/14 – 06/19/15

Approval of Change of Classification:			
Atkinson, Ana M.	From: V-27	To: VI-27	04/01/14

Approval of Adjustment to Initial Salary Placement:			
Nessman, Justin T.	From: V-1	To: V-3	03/17/14

Approval of Contract Revision (From Temporary to Regular Contract Status):	
Chalco, Veronica	08/08/13
Devos, Paul S.	08/08/13
Hull, Sandra S.	08/08/13
Lyons, Shama D.	08/08/13
Mills, Kellie M.	08/08/13
Shellman, Nicole G.	08/08/13
St. Cyr, Amy L.	08/08/13
Symons, Amy M.	08/08/13

CLASSIFIED:

Approval of Employment – Merit System:			
Andersen, Lori M.	Paraprofessional – Special Education	21-B	04/03/14
Gefrom, Elena E.	Paraprofessional – Special Education	21-B	04/22/14

Holdren, Robbin L.	Paraprofessional – Special Education	21-B	04/01/14
Nunez, Julie M.	Paraprofessional – Special Education	21-C	04/21/14
Walker, Stacy K.	Paraprofessional – Special Education	21-B	04/23/14

Approval of Acceptance of Resignation – Merit System:

Crise, Lori A.	Paraprofessional – Special Education (retiring)	21-F+	06/13/14
Kennedy, Brendan I.	Paraprofessional – Special Education (permanency not granted)	21-B	04/04/14
Suro, Jesus	Paraprofessional – Special Education (employment elsewhere)	21-B	04/04/14

Approval of Employment:

Bailey, Kaitlyn R.	Extended School Services Attendant	$10.33/hr	03/26/14
Craig, Katlyn L.	Extended School Services Attendant	$10.33/hr	03/25/14
Edhi, Evita	Playground Attendant	$8.98/hr	04/22/14
Faucher, Nolan L.	Extended School Services Attendant	$10.33/hr	03/26/14
Fick, Denise K.	Playground Attendant	$8.98/hr	04/01/14
Jones, Marcellus X.	Extended School Services Attendant	$10.33/hr	04/07/14
Keyton III, Charles T.	Student Helper	$10.31/hr	03/18/14
Miller, Patricia L.	Extended School Services Attendant	$10.33/hr	04/01/14
Nelson, Elise M.	Playground Attendant	$8.98/hr	03/19/14
Provenzano, Marisa C.	Student Helper	$10.31/hr	03/21/14
Tillotson, Jessica M.	Playground Attendant	$8.98/hr	03/27/14

Approval of Termination of Employment:

Babayan, Irina M.	Playground Attendant (employment elsewhere)	08/13/13
Beams, Chris S.	Playground Attendant (dismissed)	04/02/14
Carballo, Eric M.	Playground Attendant (employment elsewhere)	06/14/13
Cazares, Fatima	Playground Attendant (employment elsewhere)	06/14/13
Escobar, Arianna Z.	Extended School Services Attendant (further education)	04/04/14
Espinoza, Quilla C.	Extended School Services Attendant (moving from area)	03/28/14
Flores, Marlena D.	Playground Attendant (employment elsewhere)	03/24/14
Fogelman, James M.	Playground Attendant (employment elsewhere)	01/31/14
Hem, Alyse C.	Playground Attendant (employment elsewhere)	03/24/14
Jaeger, Casey J.	Extended School Services Attendant (employment elsewhere)	03/28/14
King, Samaiyah S.	Playground Attendant (employment elsewhere)	11/15/13
Licht, Tara L.	Extended School Services Attendant (resigned)	04/03/14
Lizarraga, Maria	Playground Attendant (end of temporary assignment)	12/20/13
Mijares, Maria D.	Extended School Services Assistant Leader and Extended School Services Attendant (employment elsewhere)	02/28/14
Myers, Keith L.	Playground Attendant (dismissed)	12/31/13
Ornelas, Conner N.	Extended School Services Attendant (employment elsewhere)	03/07/14
Penaloza Pacheco, Irvin D.	Extended School Services Attendant (employment elsewhere)	04/04/14
Poniktera, Kyah E.	Extended School Services Attendant (further education)	03/28/14
Stevens, Shawna M.	Playground Attendant (employment elsewhere)	11/09/13
Surdilla, Bianca T.	Student Helper (further education)	03/19/14
Sutherland, Connor	Extended School Services Attendant (resigned)	04/21/14
Swinton, Ahmad A.	Playground Attendant (end of temporary assignment)	10/31/13
Tynes, Maryum J.	Playground Attendant (resigned)	04/24/14
Velarde, Karina I.	Playground Attendant (employment elsewhere)	06/14/13

Watkins, Michael E.	Student Helper (end of temporary assignment)			01/31/14

Approval of Change of Classification:

Pinachio, John F.	From:	Skilled Maintenance Worker I	69-F+	04/03/14
	To:	Skilled Maintenance Worker II	70-F+	

Approval of Rehire from 39-Month Reemployment List:

Jacobs, Molly C.	Child Nutrition Worker I	9-B	04/28/14

CONSULTANT, LECTURER/PRESENTER, SHORT-TERM EMPLOYMENT: (Attached)

AnderSound/B. Anderson	Lecturer/Presenter (Spring Valley Middle)	06/13/14
Ashley, Jillian	Short-Term Employment (Murdock)	03/01/14 – 06/13/14
BMX Freestyle Team/R. Castillo	Lecturer/Presenter (Rolando)	05/29/14
Burn Institute/K. Glenn	Lecturer/Presenter (Lemon Avenue)	04/23/14
Home Start, Inc.	Lecturer/Presenter (Bancroft/Quest)	03/18/14 – 06/13/14
Huskey, Sharon	Short-Term Employment (Learning Support)	07/01/14 – 06/30/15
Huskey, Sharon	Short-Term Employment (Learning Support)	07/01/14 – 06/30/15
Kmak, Jef	Lecturer/Presenter (Lemon Avenue)	05/15/14
Levin, Dina	Short-Term Employment (Learning Support)	04/01/14 – 06/30/14
Levin, Dina	Short-Term Employment (Learning Support)	07/01/14 – 06/30/15
Levin, Dina	Short-Term Employment (Learning Support)	07/01/14 – 06/30/15
Network Interpreting Services	Consultant (Human Resources)	03/01/14 – 06/30/14
New Management, Inc./R. Morris	Lecturer/Presenter (Learning Support)	05/07/14 – 06/30/14
Pinkshutter Photobooks	Lecturer/Presenter (La Mesa Middle)	06/11/14
Resource Conservation District	Lecturer/Presenter (Northmont)	05/22/14
West Shield Adolescent Services	Consultant (Special Education)	05/07/14 – 06/30/14

2013 - 2014

HUMAN RESOURCES

La Mesa-Spring Valley School District

APR 24 2014

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED, AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Spring Valley Middle School Date 4/21/14

Consultant/Lecturer/Presenter Name Bill/Michelle Anderson Soc Sec No

Name of Firm or Business AnderSound Taxpayer ID No (for 1099)

Address

Background and qualifications of Consultant/Lecturer/Presenter This company has previous experience providing the music and sound system for the promotion ceremony at SVMS.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
	03	00	0000	191	1110	1000	5800	095	310			

☐ Consultant ☐ Lecturer/Presenter Signature, Principal or Department Head — Date 4/21/14

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date

APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources — Date 4/24/2014 — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 21st day of April, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and AnderSound (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates Friday June 13, 2014.

3. COMPENSATION. The District agrees to pay Contractor the amount of $650.00 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Provide music and sound system for the promotion ceremony at Spring Valley Middle.

2013 - 2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

REQUISITION FOR SHORT-TERM EMPLOYMENT

APR 02 2014

To be completed by school/department and approved prior to service (Submit **all** copies to Human Resources)

Print Name **JILLIAN ASHLEY** Date **3/1/14**

Describe service performed/Program Objective **After school homework club**

Date(s) of Service **March 2014-June 2014** Location of Service **MURDOCK**

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
DONATIONS	03	00	0000	191	1110	1000	2900	099	340			

Hourly or Daily Rate (circle one) **$ 8.98 / hr** Total Not to Exceed **$ 500.00**

Expenditure Approved by:

Principal/Department Head — Date 4/1/14

Accounting Budget Review — Date 4/9/14

Assistant Superintendent, Human Resources — Date 4/8/14

Spec. Education/Spec. Programs (if required) — Date

Asst. Supt., Business or Asst. Supt., Instruction — Date 4-21-14

BOARD APPROVAL DATE

No service to be rendered until after Board approval.

APPLICATION FOR SHORT-TERM EMPLOYMENT

Please Type

(To be completed by applicant **only** if not completed previously.)

Name **ASHLEY** (Last) **JILLIAN** (First) (Middle) Soc. Sec. No

Address (Street) (City) (State/Zip)

Telephone ( ) Cell phone

Are you a citizen of the United States? ☒ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ No

Have you ever been employed by this district? ☒ Yes ☐ No If Yes, when? **currently** Under what name? **same**

Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERS

Have you ever been convicted of any criminal offense? ☐ Yes ☒ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment **Playground supervisor**

Professional references (include those who know of your ability and experience):

Name	Occupation	Complete Mailing Address	Telephone
John Ashley	**Principal**	**Murdock School**	

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Signature — Date April 1, 2014

Rev. 9/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator

Form Subject To Change – Revised 2/4/10 13217 I:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

2013-2014

HUMAN RESOURCES

La Mesa-Spring Valley School District

APR 23 2014

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER. APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Rolando Elementary Date 4/2/14

Consultant/Lecturer/Presenter Name Robert Castillo Soc Sec No

Name of Firm or Business BMX Freestyle Team Taxpayer ID No (for 109

Address

Background and qualifications of Consultant/Lecturer/Presenter Motivational assemblies throughout CA to anchor character education and academic achievement.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
PTA pays												975.00

☐ Consultant ☒ Lecturer/Presenter Janelle Sampson 4/3/14

Signature, Principal or Department Head Date

Additional Approval (If needed) Date Signature of Assistant Superintendent 4/24/14 Date

APPROVED FOR BOARD SUBMISSION: Lina L. Faudina 4/24/14

Assistant Superintendent, Human Resources Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 2nd day of April, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and BMX Freestyle Team (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates May 29, 2014.

3. COMPENSATION. The District agrees to pay Contractor the amount of PTA pays directly ($975.00) for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Motivational message presented as reinforcement of reading goal achievement.

9974

Distribution: Accounting Contractor
Human Resources Originator

13224

2013 - 2014

HUMAN RESOURCES

La Mesa-Spring Valley School District

APR 02 2014

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED, AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Lemon Avenue Elementary Date 3/24/14

Consultant/Lecturer/Presenter Name Katrina Glenn Soc Sec No

Name of Firm or Business Burn Institute Taxpayer ID No (for 1099)

Addres

Background and qualifications of Consultant/Lecturer/Presenter Presenter of the "Fire Safe Kids" which is a power point designed by educators, specialists and professionals.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
No charge												
to District.												

☐ Consultant ☒ Lecturer/Presenter

Signature, Principal or Department Head — Date 3-26-14

Additional Approval (If needed) — Date

Signature of Assistant Superintendent — Date 4-21-14

APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources — Date 4/23/14

Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 24th day of March, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and the Burn Institute (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates April 23, 2014.

3. COMPENSATION. The District agrees to pay Contractor the amount of no charge to the District for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

9974

Distribution: Accounting, Human Resources, Contractor, Originator

132116

2013-2014

HUMAN RESOURCES

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

APR 22 2014

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER. APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Bancroft/Quest Date 3/18/2014

Consultant/Lecturer/Presenter Name Kelsey strong and Julie Dedman Soc Sec No

Name of Firm or Business Home Start Inc. (Nutrition Education Program - SNAP ED) Taxpayer ID No (for 109

Address

Background and qualifications of Consultant/Lecturer/Presenter

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
N/A												

☐ Consultant ☐ Lecturer/Presenter

Signature, Principal or Department Head — Date 3-19-14

Additional Approval (If needed) — Date

Signature of Assistant Superintendent — Date 4/24/14

APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources — Date 4/28/14 — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this eighteenth day of March, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Home Start Inc. (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing 3/18/2014, through 6/13/2014, inclusive; or, services shall be provided on the following dates .

3. COMPENSATION. The District agrees to pay Contractor the amount of 0 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully Informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Guest presenters will provide a one hour nutrition education lesson to classrooms for Bancroft Elementary and Quest Academy.

13220

2014-2015

La Mesa-Spring Valley School District

HUMAN RESOURCES

REQUISITION FOR SHORT-TERM EMPLOYMENT

To be completed by school/department and approved prior to service (Submit **all** copies to Human Resources)

MAR 19 2014

Print Name **Sharon Huskey** Date **March 4, 2014**

Describe service performed/Program Objective **Oversee CELDT testing**

Date(s) of Service **July 1, 2014 - June 30, 2015** Location of Service **Various School Sites**

Program to be charged	Fund	Sub		School	Loc	Split %	Split $
			03-00-0000-000-4760-4000-1900-099-513				

Hourly or Daily Rate (circle one) **$ 56.40/hour + mileage** Total Not to Exceed **$ 36,000.00**

Expenditure Approved by:

Principal/Department Head	Date	Spec. Education/Spec. Programs (if required)	Date
Accounting Budget Review	Date	Asst. Supt., Business or Asst. Supt., Instruction	3-1-14 Date
Assistant Superintendent, Human Resources	4-1-14 Date	**BOARD APPROVAL DATE** No service to be rendered until after Board approval.	

APPLICATION FOR SHORT-TERM EMPLOYMENT

Please Type

(To be completed by applicant **only** if not completed previously.)

Name _____ Soc. Sec. No _____
Last First Middle

Address _____
Street City State/Zip

Telephone (____) _____ Cell phone _____

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ No

Have you ever been employed by this district? ☐ Yes ☐ No If Yes, when? _____ Under what name? _____

Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERS

Have you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment _____

Professional references (include those who know of your ability and experience):

Name	Occupation	Complete Mailing Address	Telephone

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Sharon M. Huskey 3/5/14
Signature Date

Rev. 9/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator

Form Subject To Change – Revised 2/4/10

14003 I:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

2014 - 2015

La Mesa-Spring Valley School District

HUMAN RESOURCES

REQUISITION FOR SHORT-TERM EMPLOYMENT

To be completed by school/department and approved prior to service (Submit **all** copies to Human Resources) 3 9 2014

Print Name **Sharon Huskey** Date **March 4, 2014**

Describe service performed/Program Objective **Administer CELDT testing**

Date(s) of Service **July 1, 2014 - June 30, 2015** Location of Service **Various School Sites**

Program to be charged	Fund		Sub	School	Loc	Split %	Split $
		03-00-0000-000-4760-4000-1900-099-513					

Hourly or Daily Rate (circle one) **$ 125.00/day** Total Not to Exceed **$ 6,000.00**

Expenditure Approved by:

Principal/Department Head — Date

Spec. Education/Spec. Programs (if required) — Date

Accounting Budget Review — Date

Asst. Supt., Business or Asst. Supt., Instruction — Date 3-11-14

Assistant Superintendent, Human Resources — Date 4/1/14

BOARD APPROVAL DATE

No service to be rendered until after Board approval.

APPLICATION FOR SHORT-TERM EMPLOYMENT

Please Type

(To be completed by applicant **only** if not completed previously.)

Name _____ Soc. Sec. No _____
Last First Middle

Address _____
Street City State/Zip

Telephone (____) _____ Cell phone _____

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ No

Have you ever been employed by this district? ☐ Yes ☐ No If Yes, when? _____ Under what name? _____

Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERS

Have you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment _____

Professional references (include those who know of your ability and experience):

Name	Occupation	Complete Mailing Address	Telephone

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Signature Sharon M. Huskey Date 3/5/14

Rev. 9/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator

Form Subject To Change – Revised 2/4/10 14004 I:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

HUMAN RESOURCES

MAR 31 2014

2013 - 2014

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED, AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Lemon Avenue Elementary Date 3/27/14

Consultant/Lecturer/Presenter Name Jef Kmak Soc Sec I

Name of Firm or Business N/A Taxpayer ID No (for 1099)

Address

Background and qualifications of Consultant/Lecturer/Presenter Will be providing musical entertainment for the Academic Bowl at Lemon Avenue Elementary.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
PTA to	03	00	0000	191	1110	1000	4300	006	230			
reimburse.							5800	020	LV			

☐ Consultant ☒ Lecturer/Presenter

Signature, Principal or Department Head — Date 3-27-14

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date 4-4-14

APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources — Date 4/7/14 — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 27th day of March, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Jef Kmak (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates May 15, 2014.

3. COMPENSATION. The District agrees to pay Contractor the amount of $50.00 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully Informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

9974

Distribution: Accounting, Human Resources, Contractor, Originator

13210

2013 – 2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

REQUISITION FOR SHORT-TERM EMPLOYMENT

To be completed by school/department and approved prior to service (Submit **all** copies to Human Resources)

MAR 19 2014

Print Name **Dina Levin** Date **March 4, 2014**

Describe service performed/Program Objective **Team Lead - CELDT testing planning and administration.**

Date(s) of Service **April 1, 2014 - June 30, 2014** Location of Service **Various school sites/District Office**

Program to be charged	Fund		Sub	School	Loc	Split %	Split $
		03-00-0000-000-4760-4000-1900-099-513 @					

Hourly or Daily Rate (circle one) **$ 56.40/hour** Total Not to Exceed **$ 3,450.00**

Expenditure Approved by:

Principal/Department Head	Date	Sped. Education/Spec. Programs (if required)	Date
		K Ware	3-11-14
Accounting Budget Review	Date	Asst. Supt., Business or Asst. Supt., Instruction	Date
Tina L. Hudina	4-1-14	**BOARD APPROVAL DATE**	
Assistant Superintendent, Human Resources	Date	No service to be rendered until after Board approval.	

APPLICATION FOR SHORT-TERM EMPLOYMENT

Please Type

(To be completed by applicant **only** if not completed previously.)

Name _____ Soc. Sec. No _____
Last First Middle

Address _____
Street City State/Zip

Telephone (____) _____ Cell phone _____

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ No

Have you ever been employed by this district? ☐ Yes ☐ No If Yes, when? _____ Under what name? _____

Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERS

Have you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment _____

Professional references (include those who know of your ability and experience):

Name	Occupation	Complete Mailing Address	Telephone

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Dina Levin 3-5-2014

Signature Date

Rev. 9/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator

Form Subject To Change – Revised 2/4/10 13209 I:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

2014-2015

La Mesa-Spring Valley School District

HUMAN RESOURCES

REQUISITION FOR SHORT-TERM EMPLOYMENT

To be completed by school/department and approved prior to service (Submit all copies to Human Resources)

MAR 19 2014

Print Name Dina Levin Date March 4, 2014

Describe service performed/Program Objective Administer CELDT testing

Date(s) of Service July 1, 2014 - June 30, 2015 Location of Service Various School Sites

Program to be charged	Fund	Su		School	Loc	Split %	Split $
			03-00-0000-000-4760-4000-1900-099-513 @				

Hourly or Daily Rate (circle one) $ 125.00/day Total Not to Exceed $ 6,000.00

Expenditure Approved by:

Principal/Department Head	Date	Spec. Education/Spec. Programs (if required)	Date
Accounting Budget Review	Date	Asst. Supt., Business or Asst. Supt., Instruction KWall	Date 3-11-14
Assistant Superintendent, Human Resources Dina Levin	Date 4-1-14	BOARD APPROVAL DATE No service to be rendered until after Board approval.	

APPLICATION FOR SHORT-TERM EMPLOYMENT

Please Type

(To be completed by applicant **only** if not completed previously.)

Name _____ Soc. Sec. No _____
Last First Middle

Address _____
Street City State/Zip

Telephone (____) _____ Cell phone _____

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ No

Have you ever been employed by this district? ☐ Yes ☐ No If Yes, when? _____ Under what name? _____

Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERS

Have you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment _____

Professional references (include those who know of your ability and experience):

Name	Occupation	Complete Mailing Address	Telephone

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Dina Levin 3-5-2014
Signature Date

Rev. 9/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator

Form Subject To Change – Revised 2/4/10 14001 I:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

2014 - 2015

La Mesa-Spring Valley School District

HUMAN RESOURCES

REQUISITION FOR SHORT-TERM EMPLOYMENT

MAR 19 2014

To be completed by school/department and approved prior to service (Submit **all** copies to Human Resources)

Print Name **Dina Levin** Date **March 4, 2014**

Describe service performed/Program Objective **Oversee CELDT testing**

Date(s) of Service **July 1, 2014 - June 30, 2015** Location of Service **Various School Sites**

Program to be charged	Fund		Sub	School	Loc	Split %	Split $
		03-00-0000-000-4760-4000-1900-099-513 @					

Hourly or Daily Rate (circle one) **$ 56.40/hour + mileage** Total Not to Exceed **$ 36,000.00**

Expenditure Approved by:

Principal/Department Head — Date — Spec. Education/Spec. Programs (if required) — Date

Accounting Budget Review — Date — Asst. Supt., Business or Asst. Supt., Instruction — Date 3-11-14

Assistant Superintendent, Human Resources — Date 4-1-14 — **BOARD APPROVAL DATE** — No service to be rendered until after Board approval.

APPLICATION FOR SHORT-TERM EMPLOYMENT

Please Type

(To be completed by applicant **only** if not completed previously.)

Name _____ Soc. Sec. No _____
Last First Middle

Address _____
Street City State/Zip

Telephone (____) _____ Cell phone _____

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ No

Have you ever been employed by this district? ☐ Yes ☐ No If Yes, when? _____ Under what name? _____

Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERS

Have you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment _____

Professional references (include those who know of your ability and experience):

Name	Occupation	Complete Mailing Address	Telephone

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Dina Levin — Signature

3-5-2014 — Date

2013-2014

HUMAN RESOURCES

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

APR 28 2014

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department **Human Resources** Date **March 1, 2014**

Consultant/Lecturer/Presenter Name **Network Interpreting Services** Soc Sec No _____

Name of Firm or Business **Network Interpreting Services** Taxpayer ID No (for 109 ___ ___ ____

Address _____

Background and qualifications of Consultant/Lecturer/Presenter _____

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
HR	03	00	0000	000	1110	1000	5800	095	543			

☒ Consultant ☐ Lecturer/Presenter

Signature, Principal or Department Head — Date

Additional Approval (If needed) — Date 4/29/14 — Signature of Assistant Superintendent — Date 4/28/2014

APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources — Date — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **1st** day of **March**, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and **Network Interpreting Services** (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing **March 1, 2014**, through **June 30, 2014**, inclusive; or, services shall be provided on the following dates _____.

3. COMPENSATION. The District agrees to pay Contractor the amount of **not to exceed $10,000** for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Network Interpreting Services will provide interpreting services for District staff and families or district students.

13230

2013 - 2014

HUMAN RESOURCES

APR 22 2014

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER. APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED, AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Trinity Christian School Date April 11, 2014

Consultant/Lecturer/Presenter Name Rick Morris Soc Sec No

Name of Firm or Business New Management, Inc. Taxpayer ID No (for 1099)

Addres:

Background and qualifications of Consultant/Lecturer/Presenter Nationally recognized speaker on classroom management.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
Title II	06	00	4035	000	1110	2140	5800	020	977			

☐ Consultant ☒ Lecturer/Presenter

Signature, Principal or Department Head — Date

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date 4-4-14

APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources — Date 4/22/14 — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of May, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and New Management, Inc. (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing May 7, 2014, through June 30, 2014, inclusive; or, services shall be provided on the following dates .

3. COMPENSATION. The District agrees to pay Contractor the amount of $1,600.00 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Educational consulting - Classroom management, student engagement, interactive discipline.

13222

2013 - 2014

HUMAN RESOURCES

La Mesa-Spring Valley School District

APR 08 2014

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department LA MESA MIDDLE SCHOOL Date 4/1/14

Consultant/Lecturer/Presenter Name _____ Soc Sec No _____

Name of Firm or Business Pinkshutter Photobooks Taxpayer ID No (for 1099) _____

Address _____

Background and qualifications of Consultant/Lecturer/Presenter High quality, experienced photobooth company serving thoughsand of events each year.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
ASB to pay												410.67

☐ Consultant ☒ Lecturer/Presenter _____ 04/01/14

Signature, Principal or Department Head — Date

_____ _____ _____ 4-21-14

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date

APPROVED FOR BOARD SUBMISSION: Lina L. Laudina 4/22/14 _____

Assistant Superintendent, Human Resources — Date — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 2nd day of April, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Pinkshutter Photobooth (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates June 11, 2014.

3. COMPENSATION. The District agrees to pay Contractor the amount of $410.67 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Will provide photobooth service at the 8th grade dinner dance for 2 hours.

13215

2013 - 2014

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES HUMAN RESOURCES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department NORTHMONT ELEMENTARY SCHOOL Date March 18, 2014

Consultant/Lecturer/Presenter Name Gabby Staehle and Ann Baldridge Soc Sec No

Name of Firm or Business Resource Conservation District Taxpayer ID No (for 1099)

Addre

Background and qualifications of Consultant/Lecturer/Presenter Presentation on Watershed Education work for Resource Conservation District

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
NO Charge	FREE											

☐ Consultant ☒ Lecturer/Presenter Laura E Hollis 3/26/14
Signature, Principal or Department Head Date

Additional Approval (If needed) Date K Men Walker 4-21-14
Signature of Assistant Superintendent Date

APPROVED FOR BOARD SUBMISSION: Lina L. Gaudina 4/22/14
Assistant Superintendent, Human Resources Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this March day of 18th, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Resource Conservations District (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing May 22nd, through May 22nd, inclusive; or, services shall be provided on the following dates May 22nd.

3. COMPENSATION. The District agrees to pay Contractor the amount of Free - no cost for presentation for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully Informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Presenting information on Watershed Education Program

9974 Rev. 9/06

Distribution: Accounting Contractor Human Resources Originator

13214

Faxed HR 3-29-14 cdm

2013 - 2014

HUMAN RESOURCES

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

APR 07 2014

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED, AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Special Education Date April 2, 2014

Consultant/Lecturer/Presenter Name Allen Cardoza, President Soc Sec No

Name of Firm or Business West Shield Adolescent Services Taxpayer ID No (for 1099

Addr

Background and qualifications of Consultant/Lecturer/Presenter Transports adolescents to programs and facilities throughout the U.S.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
	06	00	3327	000	5750	1190	5800	095	536		100	

☒ Consultant ☐ Lecturer/Presenter [signature] April 2, 2014

Signature, Principal or Department Head Date

Additional Approval (If needed) Date K Wall Signature of Assistant Superintendent 4-2-14 Date

APPROVED FOR BOARD SUBMISSION: Lina L. Gardina Assistant Superintendent, Human Resources 4/8/2014 Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of May, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and West Shield Adolescent Services (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing 5/7/14, through 6/30/14, inclusive; or, services shall be provided on the following dates _____.

3. COMPENSATION. The District agrees to pay Contractor the amount of $4,950.00 (not to exceed) for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully Informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

   Transporting a La Mesa-Spring Valley School District student to a residential treatment facility in Utah.

13213

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-2 Human Resources Recommendations** **Action Item**

Approval to Establish New Certificated Position and Salary Schedule for Educationally-Related Mental Health Services (ERMHS) Provider

---

The District is responsible for providing mental health services for designated students, as determined through an extensive evaluation process. Additionally, consultation with families and school staff is provided to support students' behavioral needs. The District currently contracts with Vista Hill Foundation for these assessment, counseling and consultation services. During the 2013-2014 school year, approximately fifty (50) students received services from Vista Hill Foundation.

In order to improve the delivery model and better support the mental health needs of our special education students and their families, the position of Educationally-Related Mental Health Services Provider would be established. This position will result in a cost savings for the District.

The job description has been reviewed and approved by the La Mesa-Spring Valley Teachers Association.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the new certificated position and attached salary schedule for the Educationally-Related Mental Health Services (ERMHS) Provider and the typical duties set forth in the attached job description.

EDUCATIONALLY RELATED MENTAL HEALTH SERVICES (ERMHS) PROVIDER

PRIMARY FUNCTION:

Under the immediate supervision of the Director, Special Education/Student Services, the Educationally Related Mental Health Services (ERMHS) Provider will provide consultation services, conduct evaluations, and provide counseling for students and their families. The ERMHS Provider will provide intensive assessments and interventions for students with mental health needs. The ERMHS Provider will assist IEP teams in determining appropriate services, supports, and placement to address the mental health needs of eligible students.

Professional Responsibilities

1. Compile and analyze data as required for documentation and program planning.
2. Comply with state and federal guidelines regarding implementation of Individualized Education Plans (IEPs) and 504 plans.
3. Maintain awareness and understanding of current educational trends and developments through professional literature, by attending conferences, site and District meetings.
4. Maintain personal standards of grooming compatible with the contract.
5. Maintain standards of promptness in carrying out assignments.
6. Meet obligations as specified by the Education Code and Board Policy.

ESSENTIAL FUNCTIONS:

Areas of Responsibility

1. Conduct comprehensive assessments and make recommendations for educationally-related mental health services for students with significant social emotional and/or behavior needs.

2. Develop and maintain behavioral health programs in collaboration with the IEP team process.

3. Engage diverse families in the coordination process and engage access to services.

4. Make recommendations to IEP teams for educationally related mental health counseling services.

5. Participate in special assessments, individual counseling plans, and other student progress meetings.

6. Provide clinical consultation, supervision, and support to schools as necessary.

7. Provide complex case or exceptional needs consultation and support coordination.

8. Provide continuum of counseling interventions for students enrolled in general and special education including residential treatment facilities.

9. Provide individual and group counseling services.

10. Provide technical assistance, consultation and training to schools regarding community resources and other mental health issues as necessary.

11. Support District in supervision of the monitoring of student progress by school personnel, visit school facilities, attend school meetings, and advise District regarding additional services as needs arise.

12. Provide training for school staff regarding proactive pre-referral activities and behavioral support systems.

13. Serve as District liaison between students and their families, treatment centers, non-public schools, Department of Social Services and other community agencies.

14. Travel from site to site (including treatment centers or non-public schools) and/or perform necessary home visits for the purpose of providing direct treatment, program monitoring, and collaboration.

Other Duties and Responsibilities

Under the direction of his/her supervisor, the ERMHS Provider may be assigned to:

1. Consult and cooperate with special education personnel and participate in department and Professional Learning Community meetings.

2. Complete Medi-Cal and LEA billing in a timely manner.

3. Perform related duties as assigned.

QUALIFICATION STANDARDS:

Ability – Above average recommendations from supervisors or other professionals who have observed the candidate's personal characteristics, scholastic attainment and professional performance.

EXPERIENCE/EDUCATION/CREDENTIALS

1. Pupil Personnel Services (PPS) credential issued by the California Commission on Teacher Credentialing (CTC) is required.
2. Valid licensure through the California Board of Behavioral Sciences as a Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), or Licensed Educational Psychologist (LEP).
3. Two years experience in the behavioral health plan process (i.e., direct services, treatment plans, monitoring of progress, and termination of services), including experience providing mental health services to adolescents or special education students, preferably in a school setting.

4. Administrative Services Credential and/or BCBA certification or training in behavioral analysis is desirable.
5. Valid California driver's license and the availability of private transportation or the ability to obtain transportation between job sites is required.

KNOWLEDGE AND ABILITIES:

Ability to establish and maintain cooperative and effective working relationships with others.
Ability to maintain confidentiality and use discretion with sensitive matters.
Knowledge of oral and written English communications skills.

WORKING CONDITIONS:

Environment:

Indoor and outdoor work environment.
Driving between sites.

Physical Abilities:

Bending at the waist, kneeling or crouching to assist students.
Demonstrate manual dexterity necessary to operate calculator, typewriter, and/or computer keyboard at the required speed and accuracy for legal reports.
Following training, restrain students who become physically aggressive.
Hearing and speaking to exchange information and make presentations.
Lifting to assist students; lifting to move equipment and materials.
Seeing to read, prepare and review a variety of activities and to monitor student health and activities.
Sitting or standing for extended periods of time.
Walking extended lengths to move around offices, campuses, and community.

Hazards:

Potential exposure to communicable diseases and contact with blood and other body fluids.
Potential exposure to physical injury from aggressive behavior.

La Mesa-Spring Valley School District

SALARY SCHEDULE FOR (ERMHS)

EDUCATIONALLY RELATED MENTAL HEALTH SERVICE PROVIDER

Effective July 2014 (200 days)

CLASS	I		II		III		IV		V		VI		
	BA		BA + 15 units		BA + 30 units		BA + 45 units or MA		BA + 60 units or MA + 15		BA + 75 with MA or MA + 30		
Step	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Step
1	47,086	235.43	47,086	235.43	47,086	235.43	47,496	237.48	49,494	247.47	51,524	257.62	1
2	47,086	235.43	47,086	235.43	47,128	235.64	49,464	247.32	51,792	258.96	54,136	270.68	2
3	47,086	235.43	47,086	235.43	48,786	243.93	51,438	257.19	54,088	270.44	56,738	283.69	3
4			47,464	237.32	50,426	252.13	53,404	284.06	56,382	281.91	59,360	296.80	4
5			48,786	243.93	52,076	260.38	55,380	276.90	58,670	293.35	61,962	309.81	5
6					53,724	268.62	57,348	286.74	60,962	304.81	64,578	322.89	6
7					55,380	276.90	59,318	296.59	63,254	316.27	67,190	335.95	7
8							61,286	306.43	65,552	327.76	69,816	349.08	8
9							63,254	316.27	67,844	339.22	72,430	362.15	9
10							65,224	326.12	70,130	350.65	75,032	375.16	10
11							67,190	335.95	72,430	362.15	77,652	388.26	11
12							69,162	345.81	74,720	373.60	80,274	401.37	12
13							71,142	355.71	77,008	385.04	82,472	412.36	13
14									78,654	393.27	86,222	431.11	14
15									78,972	394.86	86,844	434.22	15
16									79,286	396.43	87,472	437.36	16
17									79,600	398.00	88,154	440.77	17
18									79,920	399.60	88,790	443.95	18
19									80,238	401.19	89,432	447.16	19
20									80,560	402.80	90,080	450.40	20
21									80,880	404.40	90,730	453.65	21
22									81,202	406.01	91,386	456.93	22
23									81,528	407.64	92,048	460.24	23
24									81,854	409.27	92,712	463.56	24
25									83,186	415.93	96,116	480.58	25

updated 4/2014

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-3 Human Resources Recommendations** **Action Item**

Approval to Establish New Certificated Position for English Language Arts/Math Resource Teacher

---

In order to support the needs of our students requiring academic interventions, the position of English Language Arts/Math Resource Teacher would be established. The focus of the new position would be to provide intensive, targeted instruction to students, in the areas of English and math. The English Language Arts/Math Resource teacher would collaborate with school staff and parents regarding assessment data and academic intervention programs.

The job description has been approved by the La Mesa-Spring Valley Teachers Association.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the certificated position of English Language Arts/Math Resource Teacher with salary placement on the certificated salary schedule with the typical duties set forth in the attached job description.

ENGLISH LANGUAGE ARTS/MATH RESOURCE TEACHER

PRIMARY FUNCTION:

Under the immediate supervision of the site administrator, shall provide and support the implementation of intervention programs for Transitional Kindergarten – Eighth Grade. Assistance to students shall be provided through diagnostic/prescriptive planning, collection and analysis of formative and summative data, selection of appropriate materials and direct instruction of lessons to small groups and individuals.

Professional Responsibilities

1. Compile and analyze data as required for documentation and program planning; maintain accurate records.
2. Maintain awareness and understanding of current educational trends and developments through professional literature, by attending conferences, site and district meetings, and staff development opportunities.
3. Maintain personal standards of grooming compatible with the contract.
4. Maintain standard of promptness in carrying out assignments.
5. Meet obligations as specified by the Education Code and Board Policy.
6. Participate in District and Learning Support activities such as staff meetings and Professional Learning Community (PLC) work.
7. Share responsibility for the effective operation of site and District programs.

ESSENTIAL FUNCTIONS:

Areas of responsibility

1. Assist in the development and implementation of placement and exit criteria for site intervention programs.
2. Assist in the development, design and implementation of effective intervention group schedules.
3. Collect and analyze data to facilitate the development and implementation of appropriate intervention programs; present data to PLCs.
4. Communicate with parents or guardians through a variety of means regarding their child's academic needs, at-risk status, and intervention program; discuss ways in which parents can help their children.
5. Participate in Student Study Team meetings to provide assessment information and advice on modifying the student's instructional program as necessary.
6. Plan, coordinate, and present staff development related to intervention programs.
7. Provide supplementary, specialized diagnostic services and prescriptive instruction to whole class, small groups or individual students using District-approved intervention materials.

Other Duties and Responsibilities

Under the direction of his/her supervisor, the Resource Teacher may be assigned to:

1. Assist with standardized testing procedures in accordance with the District assessment program.

2. Coordinate the distribution and collection of required documentation.

3. Participate in material selection and curriculum development programs within the school of assignment and/or on a District level.

4. Plan, coordinate and evaluate the work of paraprofessionals, Student Helpers and other support personnel, and as requested by the site supervisor, participate in the selection of these employees.

5. Supervise students in classroom and out-of-classroom activities during the assigned work-day.

WORK DAY:

This position is considered a classroom teaching position and work hours are based on a 7-hour day inclusive of lunch.

QUALIFICATION STANDARDS:

Ability- Above average recommendations from supervisors or other professionals who have observed the teacher's personal characteristics, scholastic attainment and classroom performance.

EXPERIENCE:

Three years of teaching experience preferred.
Experience in data retrieval and analysis preferred.

EDUCATION/CREDENTIALS:

California teaching credential as established by state and local governing boards.

KNOWLEDGE AND ABILITIES:

Knowledge of:
Oral and written English communication skills.
Interpersonal skills using tact, patience and courtesy.
Current research and trends in Response-to-Intervention programs.

Ability to:
Establish and maintain cooperative and effective working relationships with others.
Maintain confidentiality and use of discretion.

WORKING CONDITIONS:

Environment:
Indoor and outdoor work environment.

Physical Abilities:
Bending at the waist, kneeling or crouching to assist students.

Hearing and speaking clearly to exchange information and make presentations.
Lifting books, materials and equipment to execute presentations or lessons.
Seeing to read, prepare and review a variety of activities and to monitor staff/student activities.
Sitting or standing for extended periods of time.
Walking extended lengths to move around work sites.

Hazards:

Potential exposure to communicable diseases and contact with blood and other body fluids.
Potential exposure to physical injury from aggressive behavior.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-4 Human Resources Recommendations** **Action Item**
Approval to Establish New Certificated Position for Academic and Behavioral Support Resource Teacher

---

In order to support our students requiring extensive interventions due to behavioral or academic problems, the position of Academic and Behavioral Support Resource Teacher would be established. The focus of the new position would be to provide consultation support and advisory services to educational staff and parents, as well as intervention services to pupils. The Academic and Behavioral Support Resource Teacher would assist students and staff with the management of student problematic behaviors, and provide academic support through small group and individual settings.

This job description has been approved by the La Mesa-Spring Valley Teachers Association.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the certificated position of Academic and Behavioral Support Resource Teacher, with salary placement on the certificated salary schedule with the typical duties set forth in the attached job description.

ACADEMIC AND BEHAVIORAL SUPPORT RESOURCE TEACHER

PRIMARY FUNCTION:

Under the supervision of the site administrator, shall facilitate and support the optimal academic and behavioral development of each student. Shall work with other school employees and parents to create opportunities for students' academic and behavioral growth through individual and small group settings.

Professional Responsibilities

8. Compile and analyze data as required for documentation and program planning; maintain accurate records.
9. Maintain awareness and understanding of current educational trends and developments through professional literature, by attending conferences, site and district meetings, and staff development opportunities.
10. Maintain personal standards of grooming compatible with the contract.
11. Maintain standard of promptness in carrying out assignments.
12. Meet obligations as specified by the Education Code and Board Policy.
13. Participate in District and Learning Support activities such as staff meetings and Professional Learning Community (PLC) work.
14. Share responsibility for the effective operation of site and District programs.

ESSENTIAL FUNCTIONS:

Areas of responsibility

1. Assist in the development and implementation of academic and/or behavior intervention support programs.

2. Communicate with parents or guardians through a variety of means regarding their child's academic and social-emotional needs; provide insight to District/school programs and resources.

3. Participate in Student Study Team meetings to provide assessment information and advice on modifying the student's instructional program and/or behavioral interventions.

4. Plan, coordinate, and present staff development related to Response-to-Intervention programs.

5. Provide supplementary, specialized and prescriptive instruction to small groups or individual students using District-approved intervention materials.

Other Duties and Responsibilities

Under the direction of his/her supervisor, the Resource Teacher may be assigned to:

6. Assist with standardized testing procedures in accordance with the District assessment program.

7. Coordinate the distribution and collection of required documentation.

8. Participate in development of Response-to-Intervention programs within the school of assignment and/or on a District level.

9. Plan, coordinate and evaluate the work of paraprofessionals, Student Helpers and other support personnel, and as requested by the site supervisor, participate in the selection of these employees.

10. Supervise students in classroom and out-of-classroom activities during the assigned work-day.

WORK DAY:

This position is considered a classroom teaching position and work hours are based on a 7-hour day inclusive of lunch. Salary placement on Certificated Salary Schedule.

QUALIFICATION STANDARDS:

Ability – Above average recommendations from supervisors or other professionals who have observed the teacher's personal characteristics, scholastic attainment and classroom performance.

EXPERIENCE:

Three years of teaching experience required.
Experience in data retrieval and analysis preferred.
Previously trained, or willing to be trained, in Pro-Act or other de-escalation techniques.

EDUCATION/CREDENTIALS:

California teaching credential as established by state and local governing boards. Additionally, Pupil Personnel Services Counseling credential preferred, but not required.

KNOWLEDGE AND ABILITIES:

Knowledge of:
Oral and written English communication skills.
Interpersonal skills using tact, patience and courtesy.
Current trends and research in Response-to-Intervention programs.

Ability to:
Establish and maintain cooperative and effective working relationships with others.
Maintain confidentiality and use of discretion.

WORKING CONDITIONS:

Environment:
Indoor and outdoor work environment.

Physical Abilities:

Bending at the waist, kneeling or crouching to assist students.
Hearing and speaking clearly to exchange information and make presentations.
Lifting books, materials and equipment to execute presentations or lessons.
Seeing to read, prepare and review a variety of activities and to monitor staff/student activities.
Sitting or standing for extended periods of time.
Walking extended lengths to move around work sites.

Hazards:

Potential exposure to communicable diseases and contact with blood and other body fluids.
Potential exposure to physical injury from aggressive behavior.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 6, 2014

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-5 Human Resources Recommendations** **Action Item**
Appointment of Director of Learning Support

The Superintendent's recommendation will be presented to the Board during closed session. Action to appoint the Director of Learning Support is recommended thereafter.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint the Superintendent's recommendation for the Director of Learning Support.

MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: April 1, 2014

The meeting was called to order at 7:00 p.m. at the Education Service Center by the President, Emma Turner.

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

Board members present:	Baber, Duff, Lecko, Turner, Winet
Board members absent:	None
Staff members present on assignment:	Marshall, Martinez, Sardina, Walker, Wigg

ESTABLISHMENT OF QUORUM

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of March 18, 2014, as presented.

MINUTES
Approved 3/18/14

COMMUNICATIONS

COMMUNICATIONS

Kevin Coordt, Principal, Bancroft Elementary School, introduced William Church, Student, Bancroft Elementary School, and the Board presented him with a plaque in recognition of his selection as 2013-14 Colonel, S.D. County Safety Patrols.

W. Church, Student, BAN Colonel, S.D. County Safety Patrols

The Board recognized Micheal Brus, 6th-grade teacher, Rancho Elementary School, on his selection as the District's 2013-14 Teacher of the Year and presented him with a plaque. Mr. Brus will go on to participate in the County Teacher of the Year competition.

M. Brus
District Teacher of the Year

The Board recognized Dave Rogers, Skilled Maintenance Worker II, on his selection as the District's Classified School Employee of the Year and presented him with a plaque.

D. Rogers
Classified School Employee of the Year

The Board received the following communications:

2013-14 San Diego County Grand Jury Report regarding School Security

2013-14 S.D. County Grand Jury Report re School Security

Invitation to a Community Day School Network Region 15 Meeting on Thursday, April 3 in the Boardroom (contact Barbara Martinez for registration)

Community Day School Network Region 15 meeting

Email from Linda Garcia, Supervisor/Transportation, commending Barbara Martinez, Executive Assistant to the Superintendent, for her support

L. Garcia, Supvr./Transp.
Commendation: B. Martinez

PowerPoint for the Smarter Balanced Assessment Report

PPT for Smarter Balanced Assessment Report

Union-Tribune article regarding District bond refinancing	U-T bond refinancing article
La Mesa Courier article regarding District bond refinancing	La Mesa Courier bond refinancing article
Memo from the Superintendent regarding the Superintendent's Salary	B. Marshall, Superintendent Memo re Supt's salary
Email from Meg & Dirk Cahaan, parents at Casa de Oro Elementary, commending Lilia Weeks, Cynthia Bishop, and Amy Hartig, Teachers, for their skill and support	M.&D. Cahaan, Parents, CDO Teacher commendations
Letter from Laramie Littig, 5th-grade teacher, Bancroft Elementary School, commending Tom Arensberg, Night Custodian, on his art incentive program	L. Littig, Teacher, BAN Commendation: T. Arensberg
Letter from Kevin Coordt, Principal, Bancroft Elementary School, relating to Night Custodian Tom Arensberg's connection with the school community through his motivational art lessons	K. Coordt, Principal, BAN Commendation: T. Arensberg
Letter of appreciation from Manual Aceves, 3rd-grade teacher, Bancroft Elementary School, for Night Custodian Tom Arensberg's art lessons	M. Aceves, Teacher, BAN Commendation: T. Arensberg

AGENDA **AGENDA**

It was moved by Lecko, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the agenda as presented. Approved as presented

HEARING SESSION **HEARING**

The President announced a hearing for anyone who wished to address the Board on any topic relating to public education.

Alex Vallejo, President, Classified School Employees Association (CSEA), Chapter 419, commended Dave Rogers, Classified School Employee of the Year, as a CSEA mentor for him during his transition to a leadership position. A. Vallejo, President, CSEA Commending Dave Rogers

REPORTS OF OFFICERS OF THE BOARD **REPORTS**

Assembly Bill 484, signed into law on October 2, 3013, established California's new student assessment system, known as the California Assessment of Student Performance and Progress (CAASPP). The CAASPP assessment sysem replaces the Standardized Testing and Reporting (STAR) Program and includes the following assessments in a K-8 district: Smarter Balanced system of assessments for mathematics and English–Language Arts in grades three through eight; California Standards Tests (CST) for Science in grades five and eight; California Modified Assessment (CMA) for Science in grades five and eight as indicated by a student's IEP; and California Alternate Performance Assessment (CAPA) for Science in grades five and eight, and for mathematics and English–Language Arts in grades two through eight as Smarter Balanced Assessment

indicated by a student's IEP. The Smarter Balanced assessments are in alignment with the new Common Core State Standards. Cara Serban-Lawler, Director of Technology & Learning Resources; and Karen Walker, Asst. Superintendent, Learning Support, presented an overview of the Smarter Balanced Field Test and responded to clarifying questions.

NEW BUSINESS **NEW BUSINESS**

It was moved by Winet, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the following:

Consent Calendar
Approved

Purchase Orders H53226 through H53389 totaling $202,808.87

Purchase Orders

Warrants March 7 through March 19, 2014 totaling $1,015,608.36

Warrants

Expenditures in the amount of $4,209.98

Revolving Cash Fund Reimbursements from the General Fund

Approval and Ratification of Travel as attached.

Travel

Award of Bid for Painting Project at La Mesa Middle School to Custom Wood Finishing.

Painting Project at LMMS

It was moved by Winet, seconded by Baber, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 13-14-18, Authorizing the District to Spend Funds Received in 2013-14 from the Education Protection Account in Accordance with Article XIII, Section 36 of the California Constitution.

Res. 18, auth. District to spend funds rec'd in 13-14 from Ed. Protection Account
Adopted

It was moved by Lecko, seconded by Baber, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize staff to purchase District vehicles and equipment.

Purchase District vehicles and Equipment
Authorized

It was moved by Baber, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 13-14-19, Authorizing Contracting Pursuant to the CMAS Government Purchasing Alliance Cooperative Bid for Four Delivery Vehicles.

Res. 19, auth. contracting for Four Delivery Vehicles
Authorized

It was moved by Baber, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 13-14-20, Authorizing the Execution of a Master Tax Exempt Lease Purchase Agreement with Municipal Asset Management, Inc. and Acquisition of Vehicles and Equipment.

Res. 20, Master Tax Exempt Lease Purchase Agrmt. w/ Municipal Asset Mgmt., Inc. and Acquisition of Vehicles & Equipment
Authorized

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to accept the following gift with thanks: $1050.00 from Rancho Elementary School PTA to Rancho Elementary to be used to help fund study trips.

Gift – RAN
Accepted with thanks

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize staff to enter into an Agreement with San Diego Unified School District, Mental Health Systems and Local Education Agencies in San Diego County for Mental Health Services for Targeted Students.

Agrmt. w/S.D. Unified School District, Mental Health Systems, for services for targeted students
Authorized

It was moved by Baber, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize staff to Enter into a Memorandum of Understanding with Santa Sophia Academy for NCLB Title III Provision of Limited-English-Proficient Student Programs and Services to Private Schools.

MOU w/Santa Sophia Academy for NCLB Title III Provision of LEP services to private schools
Authorized

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Baber, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve standard Human Resources recommendations as amended to include 12 additional Lecturer/Presenter and/or Short-Term Employment forms.

Human Resources Recommendations
Approved as amended

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Baber thanked Andrew Smith, Director, Special Education; Kelli Nelson, Principal, Maryland Avenue Elementary School; and Dana James, Principal, Casa de Oro Elementary School, for recent tours they provided him.

Mr. Winet thanked the Superintendent and Mr. Baber for following through on refinance of the District General Obligation bonds, which will save taxpayers money.

Mr. Winet announced he attended the La Mesa Arts Academy Evening of the Arts on March 27, stating the staff did a fantastic job on an event that was well attended.

Mr. Baber announced that Peter Pan Jr. Theater is currently selling tickets to the play, *Oliver*! and expressed the hope that everyone would have an opportunity to attend.

Mr. Lecko announced he and President Turner attended the Mt. Helix Council PTA Brunch on March 19. Mr. Lecko described the event as high energy and stated the Reflections student art showcase was impressive.

Mr. Lecko further announced he attended the March 25 District English-Language Advisory Committee (DELAC) meeting. He commended the committee members who are very engaged and suggested a report on the District's ELL programs be brought to the Board in the future.

Mr. Duff announced he took pictures of the student artwork in the District lobby as part of the Reflections Art Show and created a DVD which will be running at the La Mesa Library during the month of April.

President Turner announced she recently attended a Learning Walk at La Mesa Dale Elementary School with Karen Walker, Asst. Superintendent, Learning Support, several principals and District staff. She stated she was impressed with Dr. Walker's comprehensive debrief after the event and commended Kelley Rabasco, Principal, La Mesa Dale, for being open and willing to learn.

President Turner announced she appreciated receiving an envelope filled with thank-you notes from Kindergarteners at Casa de Oro Elementary School after she recently read to their class.

At 9:00 p.m. the President announced a recess.

CLOSED SESSION

At 9:07 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups; Conference with Legal Counsel – Anticipated Litigation (1 case); and Public Employee Discipline/Dismissal/Release. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 9:44 p.m.

_____

Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held May 6, 2014.

_____

Bill Baber, Clerk of the Board of Education