La Mesa-Spring Valley School District

Board of Education

May 15, 2012

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 15, 2012 - 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

1. Recognition: Winners of Third-Grade Story Contest sponsored by La Mesa Historical Society and Kiwanis of La Mesa

1. Recognition: ROSE Award – Recipient: Christine Levine, Sp. Ed. Paraprofessional La Presa Middle School
Presenter: Jennifer Lewis-Bolden, Resource Specialist

APPROVAL OF AGENDA — Action

HEARING

1. Public Hearing – General Matters Regarding Education

2. Public Hearing – Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education

NEW BUSINESS

HUMAN RESOURCES RECOMMENDATIONS

1. Approval of Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education — Action

REPORTS OF OFFICERS OF THE BOARD

1. 2011-12 Third Interim Report — Information

NEW BUSINESS (cont.)

BUSINESS SERVICES

1. Approval of the 2011-12 Third Interim Report — Action

SUPERINTENDENT

1. Appointment of Alternate to the City/District Joint Development Steering Committee — Action

2. Adoption of Board Policy Updates — Action

BUSINESS SERVICES

2. Consent Calendar* — Action

   a. Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements

   b. Award of Contract for Architectural Plans for Shade Shelter Project at Northmont Elementary School

   c. Authorization to Enter into an Agreement with Christy White Accountancy Corporation to Provide Audit Services for the 2011-12 Proposition M Bond Audit

3. Rejection of Claim – Community Member — Action

LEARNING SUPPORT

1. Authorization to Enter into a Special Education Master Contract with Vista Hill Foundation — Action

2. Acceptance of Gifts – Fletcher Hills Elementary School — Action

3. Authorization to Enter into a Contract with San Diego County Office of Education for District Assistance and Intervention Team Services — Action

HUMAN RESOURCES RECOMMENDATIONS (cont.)

2. Standard Human Resources Recommendations — Action

3. Request to Adopt Declaration of Need for Fully Qualified Educators — 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. Public Employee Discipline/Dismissal/Release (GC54954)

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 15, 2012

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 15, 2012

PREPARED BY: **Claudia Bender**
Assistant Superintendent, Human Resources

ITEM NUMBER: **H-2 Public Hearing**
Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education

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A public hearing on the Tentative Agreement between Classified School Employees Association (CSEA), Chapter 419, and the Board of Education has been scheduled. The purpose of the hearing is to afford members of the community an opportunity to respond to the tentative agreement reached on wages and allowances. Copies of the tentative agreement have been made available to the public.

As a result of the negotiations process, the Tentative Agreement has been approved by the CSEA Chapter 419 bargaining team and ratified by its membership.

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 15, 2012

PREPARED BY: **Claudia Bender**
Assistant Superintendent, Human Resources

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

Approval of Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education

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In compliance with California Government Code Section 3547.5, information regarding the Tentative Agreement with California School Employees Association (CSEA), Chapter 419, was made available to the public, and in accordance with AB 1200, a Collective Bargaining Disclosure was submitted to the San Diego County Office of Education.

Negotiations recently concluded with the California School Employees Association (CSEA), Chapter 419. As a result of that process, the attached Tentative Agreement and work calendars for 2012-2013 have been approved by the CSEA bargaining team and ratified by the membership.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached Tentative Agreement as presented.

La Mesa-Spring Valley School District

AND

California School Employees Association, Chapter 419

Tentative Agreement for 2012 - 2013

Article 6.1 Wages and Allowances

The California School Employees Association, Chapter 419 and the La Mesa-Spring Valley School District agree to the following for the 2012 – 2013 school year only:

1. Furlough days equal to a temporary 3.0 percent FTE reduction in salary pursuant to the attached calendars.

2. Restoration of the 3.0 percent FTE reduction to 100 percent at the end of the 2012 – 2013 school year.

3. The 3.0 percent FTE reduction shall be reported to CALPERS pursuant to AB1651.

Trigger Language:

4. If the proposed Governor's Revenue Initiative passes in the November 2012 election, the parties will return to the table to negotiate the restoration of the 1.5 percent permanent salary reduction (negotiated and reduced from 09/10 salary schedule).

5. If the proposed Governor's Revenue Initiative fails in the November 2012 election, the parties will return to the table to negotiate the impact.

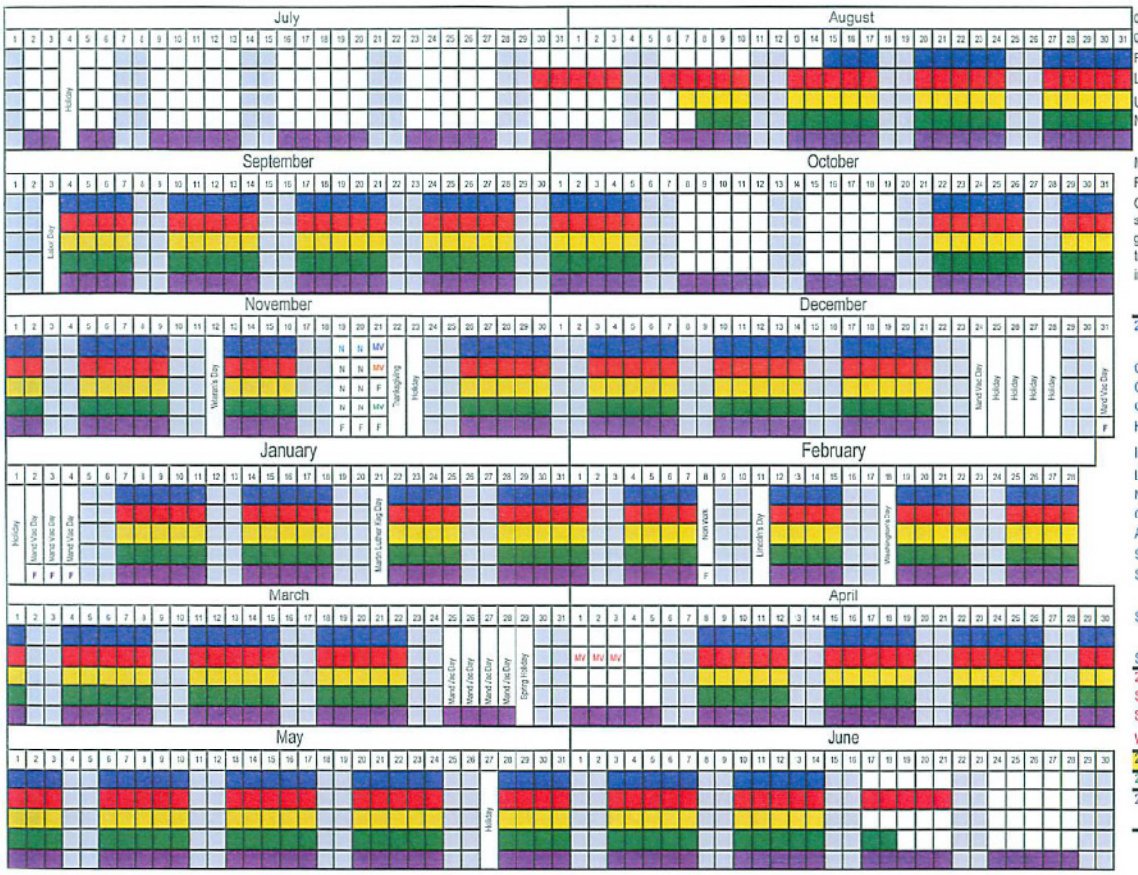
The parties agree to return to the table to continue negotiations on Articles 4.9; 9.11; 15.10 at a future date.

Claudia Bender
Assistant Superintendent, Human Resources
Date 4/18/12

Anna Bongard
CSEA Chapter President
Date 4/18/12

Chris Swanson
CSEA Labor Relations Representative
Date 4-18-2012

LMSVSD Classified Employee Calendar 2012 - 2013 (proposed)



08/16-School Begins
06/14-Last Day of School
Principals report 07/31/12
Legend-
Unshaded squares and/or N indicate Nonwork days.

MV= Mandatory Vacation Days
F= Furlough Days
Colored squares indicate work schedules for various employee groups. This calendar does not apply to 4-day employees, or those with individual calendars.

2Q-

Certified Occupational Therapy Asst
Child Nutrition Workers
Guidance Aides
Health Aide
Interpreters for the Deaf
Licensed Vocational Nurse
Nurse Facilitator
Office Assistant I
All Paraprofessionals
School Bus Attendant
School Bus Driver

SEBA

Speech-Language Path Asst
2L
School Office Assistants
School Office Managers
Whse/Delivery Drivers
2V- Library Media Techs
2Q - Health Techs
2J - 12 month employees

Last updated 4/24/2012

2012–2013 CALENDAR

2J –Proposed 2012-2013 Calendar 04/17/12

TOTAL PAID DAYS = 252 (12 mo. employees with District closed for Thanksgiving, Winter, & Feb Breaks)

JULY Paid Days = 22				
2	3	Inc Day Holiday 4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

AUGUST Paid Days = 23				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER Paid Days = 20				
Labor Day 3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER Paid Days = 23				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

NOVEMBER Paid Days = 20				
			1	2
5	6	7	8	9
Veteran Day 12	13	14	15	16
F 19	F 20	F 21	Thanks-giving 22	Thanks-giving 23
26	27	28	29	30

DECEMBER Paid Days = 20				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
Mand Vac 24	Holiday 25	Holiday 26	Holiday 27	Holiday 28
F 31				

JANUARY Paid Days = 20				
	Holiday 1	F 2	F 3	F 4
7	8	9	10	11
14	15	16	17	18
King Holiday 21	22	23	24	25
28	29	30	31	

FEBRUARY Paid Days = 19				
				1
4	5	6	7	F 8
Lincoln Holiday 11	12	13	14	15
Wash Holiday 18	19	20	21	22
25	26	27	28	

MARCH Paid Days = 21				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	Spring Holiday 29

APRIL Paid Days = 22				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY Paid Days = 23				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
Mem Holiday 27	28	29	30	31

JUNE Paid Days = 20				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

2012-2013 Calendar Form

2012–2013 CALENDAR

2L Proposed 2012 2013 Calendar 04/17/12

TOTAL PAID DAYS = 219

JULY Paid Days = 12				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	F 24	F 25	F 26	F 27
Report Date 30	Prinpls Return 31			

AUGUST Paid Days = 23				
		1	2	3
6	7	8	9	10
13	14	15	School Starts 16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER Paid Days = 20				
Labor Day 3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER Paid Days = 13				
1	2	3	4	5
NonWrk NoStdts 8	NonWrk NoStdts 9	NonWrk NoStdts 10	NonWrk NoStdts 11	NonWrk NoStdts 12
NonWrk NoStdts 15	NonWrk NoStdts 16	NonWrk NoStdts 17	NonWrk NoStdts 18	NonWrk NoStdts 19
22	23	24	25	26
29	30	31		

NOVEMBER Paid Days = 20				
			1	2
5	6	7	8	9
Veteran Day 12	13	14	15	16
F 19	F 20	MndVac NoStdts 21	Thanks-giving 22	Thanks-giving 23
26	27	28	29	30

DECEMBER Paid Days = 21				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
Mand Vac 24	Holiday 25	Holiday 26	Holiday 27	Holiday 28
Mand Vac 31				

JANUARY Paid Days = 23				
	Holiday 1	Mand Vac 2	Mand Vac 3	Mand Vac 4
7	8	9	10	11
14	15	16	17	18
King Holiday 21	22	23	24	25
28	29	30	31	

FEBRUARY Paid Days = 19				
				1
4	5	6	7	F 8
Lincoln Holiday 11	12	13	14	15
Wash Holiday 18	19	20	21	22
25	26	27	28	

MARCH Paid Days = 21				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
MndVac NoStdts 25	MndVac NoStdts 26	MndVac NoStdts 27	MndVac NoStdts 28	Spring Holiday 29

APRIL Paid Days = 19				
MndVac NoStdts 1	MndVac NoStdts 2	NonWrk NoStdts	NonWrk NoStdts 4	NonWrk NoStdts 5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY Paid Days = 23				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
Mem Holiday 27	28	29	30	31

JUNE Paid Days = 15				
3	4	5	6	7
10	11	12	13	School Ends 14
17	18	19	20	Last Day 21
24	25	26	27	28

2010-2011 CalendarForm

2012–2013 CALENDAR

20 –Proposed 2012-2013 Calendar 03/29/12

TOTAL PAID DAYS = 207

JULY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	Princpls Return 31			

AUGUST Paid Days = 18				
		1	2	F 3
F 6	F 7	Report Date 8	9	10
13	14	15	School Starts 16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER Paid Days = 20				
Labor Day 3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER Paid Days = 13				
1	2	3	4	5
NonWrk NoStdts 8	NonWrk NoStdts 9	NonWrk NoStdts 10	NonWrk NoStdts 11	NonWrk NoStdts 12
NonWrk NoStdts 15	NonWrk NoStdts 16	NonWrk NoStdts 17	NonWrk NoStdts 18	NonWrk NoStdts 19
22	23	24	25	26
29	30	31		

NOVEMBER Paid Days = 20				
			1	2
5	6	7	8	9
Veteran Day 12	13	14	15	16
F 19	F 20	MndVac NoStdts 21	Thanks-giving 22	Thanks-giving 23
26	27	28	29	30

DECEMBER Paid Days = 21				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
Mand Vac 24	Holiday 25	Holiday 26	Holiday 27	Holiday 28
Mand Vac 31				

JANUARY Paid Days = 23				
	Holiday 1	Mand Vac 2	Mand Vac 3	Mand Vac 4
7	8	9	10	11
14	15	16	17	18
King Holiday 21	22	23	24	25
28	29	30	31	

FEBRUARY Paid Days = 19				
				1
4	5	6	7	F 8
Lincoln Holiday 11	12	13	14	15
Wash Holiday 18	19	20	21	22
25	26	27	28	

MARCH Paid Days = 21				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
MndVac NoStdts 25	MndVac NoStdts 26	MndVac NoStdts 27	MndVac NoStdts 28	Spring Holiday 29

APRIL Paid Days = 19				
MndVac NoStdts 1	MndVac NoStdts 2	NonWrk NoStdts	NonWrk NoStdts 4	NonWrk NoStdts 5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY Paid Days = 23				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
Mem Holiday 27	28	29	30	31

JUNE Paid Days = 12				
3	4	5	6	7
10	11	12	13	School Ends 14
17	Last Day 18	19	20	21
24	25	26	27	28

2010-2011 Calendar Form

2012–2013 CALENDAR

2Q –Proposed 2012-2013 Calendar 03/29/12

TOTAL PAID DAYS = 200

JULY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	Princpls Return 31			

AUGUST Paid Days = 18				
		1	2	3
6	7	8	9	F 10
F 13	F 14	Report Date 15	School Starts 16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER Paid Days = 20				
Labor Day 3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER Paid Days = 13				
1	2	3	4	5
NonWrk NoStdts 8	NonWrk NoStdts 9	NonWrk NoStdts 10	NonWrk NoStdts 11	NonWrk NoStdts 12
NonWrk NoStdts 15	NonWrk NoStdts 16	NonWrk NoStdts 17	NonWrk NoStdts 18	NonWrk NoStdts 19
22	23	24	25	26
29	30	31		

NOVEMBER Paid Days = 20				
			1	2
5	6	7	8	9
Veteran Day 12	13	14	15	16
F 19	F 20	MndVac NoStdts 21	Thanks-giving 22	Thanks-giving 23
26	27	28	29	30

DECEMBER Paid Days = 21				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
Mand Vac 24	Holiday 25	Holiday 26	Holiday 27	Holiday 28
Mand Vac 31				

JANUARY Paid Days = 23				
	Holiday 1	Manc Vac 2	Mand Vac 3	Mard Vac 4
7	8	9	10	11
14	15	16	17	18
King Holiday 21	22	23	24	25
28	29	30	31	

FEBRUARY Paid Days = 19				
				1
4	5	6	7	F 8
Lincoln Holiday 11	12	13	14	15
Wash Holiday 18	19	20	21	22
25	26	27	28	

MARCH Paid Days = 21				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
MndVac NoStdts 25	MndVac NoStdts 26	MndVac NoStdts 27	MndVac NoStdts 28	Spring Holiday 29

APRIL Paid Days = 17				
NonWrk NoStdts 1	NonWrk NoStdts 2	NonWrk NoStdts 3	NonWrk NoStdts 4	NonWrk NoStdts 5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY Paid Days = 23				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
Mem Holiday 27	28	29	30	31

JUNE Paid Days = 10				
3	4	5	6	7
10	11	12	13	SchlEnd LastDay 14
17	18	19	20	21
24	25	26	27	28

2012-2013 Calendar Form

2012–2013 CALENDAR

2V –Proposed 2012-2013 Calendar 03/29/12

TOTAL PAID DAYS = 200 (Elementary LMT) ** Will take 5 NW during week of conferences)

JULY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	Principls Return 31			

AUGUST Paid Days = 19				
		F 1	F 2	F 3
F 6	Report Date 7	8	9	10
13	14	15	School Starts 16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER Paid Days = 20				
Labor Day 3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER Paid Days = 13				
1	2	3	4	5
NonWrk NoStdts 8	NonWrk NoStdts 9	NonWrk NoStdts 10	NonWrk NoStdts 11	NonWrk NoStdts 12
NonWrk NoStdts 15	NonWrk NoStdts 16	NonWrk NoStdts 17	NonWrk NoStdts 18	NonWrk NoStdts 19
22	23	24	25	26
29	30	31		

NOVEMBER Paid Days = 19				
			1	2
5	6	7	8	9
Veteran Day 12	13	14	15	16
F 19	F 20	NonWrk NoStdts 21	Thanks-giving 22	Thanks-giving 23
26	27	28	29	30

DECEMBER Paid Days = 21				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
Mand Vac 24	Holiday 25	Holiday 26	Holiday 27	Holiday 28
Mand Vac 31				

JANUARY Paid Days = 23				
	Holiday 1	Mand Vac 2	Mand Vac 3	Mand Vac 4
7	8	9	10	11
14	15	16	17	18
King Holiday 21	22	23	24	25
28	29	30	31	

FEBRUARY Paid Days = 19				
				1
4	5	6	7	F 8
Lincoln Holiday 11	12	13	14	15
Wash Holiday 18	19	20	21	22
25	26	27	28	

MARCH Paid Days = 21				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
MndVac NoStdts 25	MndVac NoStdts 26	MndVac NoStdts 27	MndVac NoStdts 28	Spring Holiday 29

APRIL Paid Days = 17				
NonWrk NoStdts 1	NonWrk NoStdts 2	NonWrk NoStdts 3	NonWrk NoStdts 4	NonWrk NoStdts 5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY Paid Days = 23				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
Mem Holiday 27	28	29	30	31

JUNE Paid Days = 10				
3	4	5	6	7
10	11	12	13	SchlEnd LastDay 14
17	18	19	20	21
24	25	26	27	28

2012-2013 Calendar.xlsm

2012–2013 CALENDAR

2V –Proposed 2012-2013 Calendar 03/29/12

TOTAL PAID DAYS = 200

(Middle School LMT)

JULY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	Princpls Return 31			

AUGUST Paid Days = 15				
		1	2	3
6	7	F 8	F 9	F 10
Report Date 13	14	15	School Starts 16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER Paid Days = 20				
Labor Day 3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER Paid Days = 13				
1	2	3	4	5
NonWrk NoStdts 8	NonWrk NoStdts 9	NonWrk NoStdts 10	NonWrk NoStdts 11	NonWrk NoStdts 12
NonWrk NoStdts 15	NonWrk NoStdts 16	NonWrk NoStdts 17	NonWrk NoStdts 18	NonWrk NoStdts 19
22	23	24	25	26
29	30	31		

NOVEMBER Paid Days = 19				
			1	2
5	6	7	8	9
Veteran Day 12	13	14	15	16
F 19	F 20	NonWrk NoStdts 21	Thanks-giving 22	Thanks-giving 23
26	27	28	29	30

DECEMBER Paid Days = 21				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
Mand Vac 24	Holiday 25	Holiday 26	Holiday 27	Holiday 28
Mand Vac 31				

JANUARY Paid Days = 23				
	Holiday 1	Mand Vac 2	Mand Vac 3	Mand Vac 4
7	8	9	10	11
14	15	16	17	18
King Holiday 21	22	23	24	25
28	29	30	31	

FEBRUARY Paid Days = 19				
				1
4	5	6	7	F 8
Lincoln Holiday 11	12	13	14	15
Wash Holiday 18	19	20	21	22
25	26	27	28	

MARCH Paid Days = 21				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
MndVac NoStdts 25	MndVac NoStdts 26	MndVac NoStdts 27	MndVac NoStdts 28	Spring Holiday 29

APRIL Paid Days = 17				
NonWrk NoStdts 1	NonWrk NoStdts 2	NonWrk NoStdts 3	NonWrk NoStdts 4	NonWrk NoStdts 5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY Paid Days = 22				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	F 24
Mem Holiday 27	28	29	30	31

JUNE Paid Days = 10				
3	4	5	6	7
10	11	12	13	SchlEnd LastDay 14
17	18	19	20	21
24	25	26	27	28

2012-2013 Calendar Form

2012–2013 CALENDAR

2Z –Propcsed 2012-2013 Calendar 3/19/12

JULY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

AUGUST Paid Days = 10				
		1	2	3
6	7	8	F 9	F 10
F 13	F 14	Report to Work 15	School Starts 16	Non Work 17
20	21	22	23	Non Work 24
27	28	29	30	Non Work 31

SEPTEMBER Paid Days = 16				
Labor Day 3	4	5	6	Non Work 7
10	11	12	13	Non Work 14
17	18	19	20	Non Work 21
24	25	26	27	Non Work 28

OCTOBER Paid Days = 11				
1	2	3	4	Non Work 5
NonWrk NoStdts 8	NonWrk NoStdts 9	NonWrk NoStdts 10	NonWrk NoStdts 11	NonWrk NoStdts 12
NonWrk NoStdts 15	NonWrk NoStdts 16	NonWrk NoStdts 17	NonWrk NoStdts 18	NonWrk NoStdts 19
22	23	24	25	Non Work 26
29	30	31		

NOVEMBER Paid Days = 14				
			1	Non Work 2
5	6	7	8	Non Work 9
Veteran Day 12	13	14	15	Non Work 16
F 19	F 20	Mand Vac NoStdts 21	Thanks-giving 22	Non Work 23
26	27	28	29	Non Work 30

DECEMBER Paid Days = 17				
3	4	5	6	Non Work 7
10	11	12	13	Non Work 14
17	18	19	20	Non Work 21
Mand Vac 24	Holiday 25	Holiday 26	Holiday 27	Non Work 28
Mand Vac 31				

JANUARY Paid Days = 19				
	Holiday 1	Mand Vac 2	Mand Vac 3	Non Work 4
7	8	9	10	Non Work 11
14	15	16	17	Non Work 18
King Holiday 21	22	23	24	Non Work 25
28	29	30	31	

FEBRUARY Paid Days = 16				
				Non Work 1
4	5	6	7	Non Work 8
Lincoln Holiday 11	12	13	14	Non Work 15
Wash Holiday 18	19	20	21	Non Work 22
25	26	27	28	

MARCH Paid Days = 16				
				Non Work 1
4	5	6	7	Non Work 8
11	12	13	14	Non Work 15
18	19	20	21	Non Work 22
Mand Vac 25	Mand Vac 26	Mand Vac 27	Mand Vac 28	Non Work 29

APRIL Paid Days = 14				
NonWrk NoStdts 1	NonWrk NoStdts 2	NonWrk NoStdts 3	NonWrk NoStdts 4	NonWrk NoStdts 5
8	9	10	11	Non Work 12
15	16	17	18	Non Work 19
22	23	24	25	Non Work 26
29	30			

MAY Paid Days = 18				
		1	2	Non Work 3
6	7	8	9	Non Work 10
13	14	15	16	Non Work 17
20	21	22	23	Non Work 24
Mem Holiday 27	28	29	30	Non Work 31

JUNE Paid Days = 8				
3	4	5	6	Non Work 7
10	11	12	13	Non Work 14
17	18	19	20	21
24	25	26	27	28

2010-2011 Calendar Form

Period of Employment Codes for 2012-2013 Negotiations

		Base Contract Days				2011-2012 Negotiated					2012-2013 Proposed				
CODE	TYPES OF POSITIONS	WK	H	MV	PD	WK	H	MV	PD	F	WK	H	MV	PD	F
2J	Accounting Spec., Accounting Tech., Bus. Serv. Analyst, Buyer, Cent. Kitchen Mgr, Comp. Repair Tech, Comp. Support Tech, Custodian, Dispatcher, Driver Trainer, Emp. Attendance Tech., ESS Account Tech, ESS Leader, ESS Team Lead, Gardener, Groundskeeper, Head Custodian, Heavy Equip. Mech., HR Analyst, Lead Groundskpr, Lead Mtce Wrkr (Elec, Genr, HVAC, Plumbr) Lead Payroll Spec., Lead Print Svcs., Lead Storekeepr, Master Mech., Office Assistant II, Payroll & Benefits Tech., Programmr/Analyst, Publications Tech, Secretary, Skld Mtce Wrkr(I, II, III), Sr. Accountant, Sr. Custodian, Storekeepr, Tech. Support Spec., Tech. Support Tech., Whsewkr/Del.Drvr	245	15	1	261	237	15	1	253	8	236	15	1	252	8
2L	SOM, SOA, Whse/Delivery Drvrs	200	14	12	226	193	14	12	219	7	193	14	12	219	7
2O	Health Tech	189	14	10	213	183	14	10	207	6	183	14	10	207	6
2Q	Cent. Kitchn Asst Mgr, Cent. Kitchn Cook, Child Nutrn Site Leadr, CNW (I, II, III), Cook, Guidance Aide, Interpreter, Kitchn Mgr, LVN, Nurse Facilitator, OAI, Occupatnal Therpst, Parapro., Parapro.(Bil., Fee-Based Preschl, Spec. Ed.) Sch. Bus Drvr, Sch Bus Attend. Spec. Ed. Behavioral Asst., Speech Lang. Pathology Asst.	182	14	10	206	176	14	10	200	6	176	14	10	200	6
2V	Library Media Techs	183	14	10	207	177	14	9	200	7	177	14	9	200	7
2X	Variable Period of employment									6					6
2Z	Paraprofessionals – 4 day week (2 employees)	145	12	8	165	138	12	10	160	4	137	12	10	159	6

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4/24/2012

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

PREPARED BY: **David Yoshihara**
Assistant Superintendent, Business Services

ITEM NUMBER: **R-1 Reports of Officers of the Board**
2011-12 Third Interim Report

The District's 2011-12 projected revenues and expenditures have been updated to reflect the latest information since the Second Interim Report was presented to the Board on March 6, 2012. The 2011-12 revenues and expenditures were revised using the latest information provided by the California Department of Education, School Services, and the San Diego County Office of Education.

The Adopted Budget will be submitted to the Board for final approval on June 19, 2012.

Additional information on the budget will be presented by David Yoshihara, Assistant Superintendent, Business Services, who will respond to clarifying questions.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

PREPARED BY: **David Yoshihara**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1 New Business** **Action Item**
Approval of the 2011-12 Third Interim Report

Assembly Bill 1200 requires each school district to submit two interim financial reports to the governing board each fiscal year. The First Interim Report covered the financial and budgetary status of the District for the period ending October 31, 2011 and the Second Interim Report covered the period ending January 31, 2012. Included in the report was a certification of financial condition as to whether the District would be able to meet its financial obligations for the current fiscal year and subsequent two fiscal years. The District filed a qualified certification for the Second Interim Report.

Education Code Section 42131 (e) states that the governing board of each school district filing a qualified or negative certification for the Second Interim Report shall provide to the County Superintendent of Schools, the Controller, and the Superintendent of Public Instruction no later than June 1, financial statement projections of the District's fund and cash balances through June 30 for the period ending April 30.

Enclosed are the forms and narrative necessary to report the financial position of the District as of April 30, 2012.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the 2011-12 Third Interim Report and authorize administration to transmit the report to the San Diego County Office of Education.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

PREPARED BY: **Brian Marshall**
Superintendent

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

Appointment of Alternate to the City/District Joint Development Steering Committee

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On January 13, 2009, the Board approved the Joint Use and Operation Agreement for District and City Facilities between City of La Mesa and the La Mesa-Spring Valley School District.

A City/District Joint Development Steering Committee, comprised of two City representatives and two District representatives, was formed through the following authorization in the agreement:

> "Any new joint development will be directed by a Steering Committee made up of District and City representatives that will be responsible for reviewing project design, monitoring construction and representing the interest of their respective agency. Upon completion of any new joint development, both the City and District will inspect and jointly sign off on the Notice of Completion for the project."

The City of La Mesa has informed us they have appointed Mark Arapostathis as an alternate member to the Joint Development Steering Committee and have requested the District also appoint an alternate. The City has cited difficulty in getting the four committee members together for meetings and by appointing an alternate, it may allow meetings to occur even if one of the regular members cannot attend.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board be prepared to discuss the possible appointment of an alternate to the City/District Joint Development Steering Committee.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **S-2 New Business** **Action Item**
Adoption of Board Policy Updates

Attached are comparison charts showing the latest policy updates and noting any substantial changes.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the policy updates as noted.

Board Policy Comparisons
May 2012

Delete	Add	Significant Changes
(BP/AR revised)	**BP/AR 0450**	**Comprehensive Safety Plan** Policy updated to reflect **NEW LAW (AB 680)** which authorizes district administrators rather than school site councils to develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents on school sites that may result in death or serious bodily injury and allows boards to prohibit public disclosure of those strategies. Policy also clarifies that the requirement to annually update the comprehensive safety plan applies to districts selecting either Option 1 (school site plans) or Option 2 (districtwide plan). Regulation updates section on "Content of the Safety Plan" to include examples of indicators that might be used to assess current school safety, reflects **NEW LAW (AB 9)** which adds requirements related to the district's nondiscrimination policy, reflects **NEW LAW (AB 1156)** which encourages districts to include bullying policies in their plans, reflects **NEW LAW (AB 123)** which expands the definition of a "disruption," and adds new optional language re: dating violence and threat assessment strategies.
(AR revised)	**AR 1340**	**Access to District Records** Regulation revised to list instructional materials as records that are accessible to the public under the California Public Records Act. Regulation also updates list of confidential records to include library circulation and patron use records, as added by **NEW LAW (SB 445)**, and records pertaining to the security of the district's information technology system.
(BP revised)	**BP 2121**	**Superintendent's Contract** Policy updated to reflect **NEW LAW (AB 1344)** which prohibits the automatic renewal of the superintendent's contract with a provision for automatic increase that exceeds the cost-of-living adjustment and requires any contract executed or renewed after January 1, 2012 to include a provision requiring the superintendent to reimburse the district for paid leave salary or cash settlement in the event he/she is convicted of a crime involving an abuse of his/her position.
(BP revised)	**BP 3110**	**Transfer of Funds** Policy updated to reflect **NEW LAW (SB 70)** which extends the flexibility for districts to use funds received for 39 "Tier 3" categorical programs for any "educational purpose" through the 2014-15 fiscal year. Policy also reflects **NEW LAW (AB 189)** which (1) clarifies that the required public hearing must be held prior to and independently of the board's regular budget adoption meeting and (2) requires that, whenever the proposed use of the funding will result in the elimination of a program, the notice for the public hearing must identify the program proposed to be eliminated.

(AR revised)	**AR 3314**	**Payment for Goods and Services** Regulation updated to reflect **NEW LAW (SB 293)** which provides that, for public works contracts entered into on or after January 1, 2012, the proceeds that can be lawfully withheld by districts for completed work cannot exceed five percent of the contract price, except when there has been a finding by the board, at a regularly scheduled public hearing prior to accepting bids on the project, that the project is "substantially complex."
(AR revised)	**AR 3541.1**	**Transportation for School-Related Trips** Regulation updated to (1) reflect **NEW LAW (SB 929)** which changes the age and weight criteria for children to be required to ride in the rear seat with a child passenger restraint system and (2) list circumstances under which children may be exempted from the requirement to properly secure children in the rear seat in a passenger restraint system. Regulation also clarifies legal requirements pertaining to liability insurance.
(BP revised)	**BP 3553**	**Free and Reduced Price Meals** **MANDATED** policy updated to reflect **NEW LAW (AB 402)** which authorizes districts to share student information on the National School Lunch Program application with the local agency responsible for determining eligibility for participation in the CalFresh (formerly Food Stamp) or other nutrition assistance program, provided the student was approved for free or reduced-price meals and the student's parent/guardian consents to the release of the information.
(AR revised)	**AR 4117.11/ 4317.11**	**Preretirement Part-Time Employment** **MANDATED** regulation revised to clarify that, if a district allows certificated employees who are members of the defined benefit program of the California State Teachers' Retirement System to reduce their workload to part time while continuing to receive the same service credit and other benefits as full-time employees, it must afford equal treatment to all certificated employees who meet the eligibility requirements. Regulation also adds requirement for the district and/or employee to make the payment or contribution necessary for the employee to retain a benefit in the same manner as if the employee were employed full time.
(BP revised and recoded to add 4340)	**BP 4140/ 4240/4340**	**Bargaining Units** Policy updated to reflect **NEW LAW (AB 501)** which (1) expands the definition of "exclusive representative" to allow employees who are neither certificated nor classified employees to be represented, and (2) expands the definition of "public school employer" to include certain joint powers agencies so that employees of the JPA may be represented. Policy also adds new section on "Payment of Dues or Service Fee," including material reflecting **NEW COURT DECISION** re: disclosing employees' home addresses and telephone numbers to an employee organization.
(AR revised)	**AR 4217.3**	**Layoff/Rehire** Updated, reorganized regulation reflects **NEW LAW (AB 1269)** which clarifies that laid-off classified employees' reemployment rights must be enforced in order of seniority rather than reverse order of layoff. Regulation also reflects **NEW COURT DECISION** which held that the permanent status of a laid-off classified employee is not retained when the employee is reemployed in a different class.

(BP/AR revised)	**BP/AR 5111**	**Admission** Policy revised to make the timeline for students to enroll in the school in their attendance area consistent with the timeline for intradistrict open enrollment established pursuant to BP/AR 5116.1 - Intradistrict Open Enrollment. Policy also reflects **NEW FEDERAL GUIDANCE** clarifying that districts may not adopt enrollment procedures based on the actual or perceived citizenship or immigration status of students or their parents/guardians. Updated regulation reflects **NEW LAW (SB 1381, 2010)** which revises the age criterion for admission into kindergarten or first grade, moving up the birthdate that triggers enrollment eligibility one month each year between 2012-13 and 2014-15. Material re: prekindergarten summer program deleted since the program was eliminated pursuant to SB 1381.
(AR revised)	**AR 5111.1**	**District Residency** Regulation updated to reflect **NEW LAW (SB 381)** which extends districts' authority to grant residency based on parent/guardian employment within district boundaries, as detailed in AR 5111.12 - Residency Based on Parent/Guardian Employment. Regulation reflects **NEW LAW (AB 207)** which (1) requires districts to accept a wide range of documents as reasonable evidence of residency, (2) authorizes districts to make reasonable efforts to verify a student's residency when the district reasonably believes that a parent/guardian has provided false or unreliable evidence of residency, and (3) deletes detailed appeals procedure for denial or revocation of enrollment. Regulation also reflects **NEW FEDERAL GUIDANCE** clarifying that districts may not inquire about a student's citizenship or immigration status when verifying residency. Material added re: documentation of residency for foster youth and homeless students and the requirement to immediately enroll such youth even if documentation is not available.
(AR revised)	**AR 5111.12**	**Residency Based on Parent/Guardian Employment** Regulation updated to reflect **NEW LAW (SB 381)** which extends until 2017 the authority to establish residency based on parent/guardian employment within district boundaries and specifies that the employment must be for a minimum of 10 hours per school week. Regulation also adds language requiring parent/guardian to annually provide evidence of the employment since the student's continued enrollment is based on the parent/guardian's continued employment within district boundaries. Section on "Requests for Transfers out of District Schools" revised to clarify the district's authority to deny transfers when the percentage or number of net transfers exceeds the limit specified in law.
(AR deleted)	**AR 5111.13**	**Residency for Homeless Children** Regulation deleted and key concepts incorporated into AR 5111.1 - District Residency.
(BP/AR revised)	**BP/AR 5113**	**Absences and Excuses** Policy revised to clarify that, in accordance with court decisions and an Attorney General opinion, students at any grade level cannot be required to provide parent/guardian consent before being absent from school for purposes of receiving confidential medical services. Policy also adds section re: effect of absences on a student's grades/credits. **MANDATED** regulation updated to reflect **NEW LAW (AB 387)** which expands the list of excused absences to

		include student absence for the purpose of spending time with an immediate family member who is an active duty service member who has been deployed, is on leave from, or has immediately returned from deployment to a combat zone or combat support position.
(AR revised)	**AR 5125**	**Student Records** **MANDATED**, reorganized regulation reflects **NEW LAW (AB 143)** which (1) permits a minor's legal counsel to access student records for specified purposes and (2) requires certain recipients of student records to provide written certification that the records will not be disclosed to another party without parental consent. Regulation also reflects law authorizing agreements to share information with county placing agencies and requirement to provide specified records to law enforcement when a student with disabilities commits certain acts. Regulation reflects **NEW FEDERAL REGULATIONS** (76 Fed. Reg. 75604) which clarify the circumstances under which districts may disclose student records for purposes of audit, evaluation, or compliance activities related to state and federally funded programs.
(AR/E revised)	**AR/E 5125.1**	**Release of Directory Information** **MANDATED** regulation and accompanying Exhibit updated to reflect **NEW LAW (AB 143)** which changes the definition of "directory information" to include students' email addresses and exclude students' places of birth. Regulation and Exhibit also revised to reflect federal regulation excluding social security numbers and student identification numbers from the definition of directory information but allowing use of a personal identifier in specified circumstances. Regulation reflects **NEW FEDERAL REGULATIONS** (76 Fed. Reg. 75604) which authorize districts to limit the applicability of this policy to specific parties and/or for specific purposes.
(BP/AR revised)	**BP/AR 5131.7**	**Weapons and Dangerous Instruments** **MANDATED** policy and accompanying regulation updated to renumber legal cites pursuant to **NEW LAW (SB 1080, 2010)**, effective January 1, 2012. Policy also deletes material specifying the term of the suspension or expulsion of students who violate this policy, which is repeated in AR 5144.1 - Suspension and Expulsion/Due Process. Regulation also reflects law prohibiting the carrying of ammunition or reloaded ammunition onto school grounds without permission of the superintendent or designee.
(BP/AR revised)	**BP/AR 5141.21**	**Administering Medication and Monitoring Health Conditions** Policy and Regulation updated to reflect **NEW LAW (SB 161)** which authorizes districts to train volunteer, nonmedical district employees to provide emergency antiseizure medication to students suffering from epileptic seizures when licensed health care professionals are not available onsite. Regulation includes related requirements pertaining to the health provider's written statement, notifications to staff and parents/guardians, staff training, and other arrangements for assisting students with epilepsy who may suffer a seizure at school.

(BP/AR revised)	**BP/AR 6143**	**Courses of Study** **MANDATED** policy includes expanded language on the articulation of courses of study across grade levels. Updated regulation reflects **NEW LAW (SB 48)** which requires social sciences instruction at the appropriate elementary and secondary grade levels to include a study of the contributions of specific cultural groups to the development of California and the United States. Regulation also reflects **NEW LAW (AB 199)** which encourages social sciences instruction at secondary grade levels to include the role of Filipinos in World War II.
(BP/AR/E revised)	**BP/AR/E 6161.1**	**Selection and Evaluation of Instructional Materials** Policy updated to reflect **NEW LAW (SB 70)** which extends flexibility for the use of Instructional Materials Funding Realignment Program funds through the 2014-15 fiscal year, Policy also reflects **NEW LAW (SB 509)** which authorizes districts, until July 1, 2015, to purchase the newest adopted instructional materials for schools in deciles 1-3 of the Academic Performance Index without purchasing them for other schools. Updated regulation reflects (1) **NEW LAW (SB 70)** which prohibits the State Board of Education (SBE) from adopting K-8 instructional materials until the 2015-16 school year; (2) **NEW LAW (AB 114)** which provides that districts are not required, through the 2014-15 fiscal year, to provide students with instructional materials within 24 months of the SBE's adoption; (3) **NEW LAW (SB 140)** which requires the California Department of Education to prepare a list of K-8 supplemental instructional materials that are aligned with the Common Core Standards; and (4) **NEW LAW (SB 48)** which prohibits the use of instructional materials that adversely reflect upon persons based on their religion, sexual orientation, or other specified characteristics and which requires instructional materials to include the role and contributions of disabled, European American individuals and others per Ed. Code 60040. Exhibit updated to reflect **NEW LAW (SB 70)** which extends the current definition of "sufficiency" through the 2014-15 fiscal year.
(AR revised)	**AR 6162.51**	**Standardized Testing and Reporting Program** Regulation updated to reflect **NEW STATE REGULATIONS** (Register 2011, No. 15) which (1) list criteria that should be considered in determining whether a student with disabilities should be assessed using the California Modified Assessment; (2) lengthen the testing window to 25 instructional days, which includes 12 days before and after completion of 85 percent of the school's instructional days; (3) address the handling of exemptions from the testing requirement requested by parents/guardians after testing has begun; (4) make a number of changes related to allowable testing variations; (5) authorize the appointment of a contractor to administer the assessments; and (6) specify the qualifications of test proctors and translators.
(BP added)	**BP 6170.1**	**Transitional Kindergarten** New policy reflects **NEW LAW (SB 1381, 2010)** which requires districts to establish "transitional kindergarten" programs beginning in the 2012-13 school year for children whose admission to kindergarten is delayed due to changes in law affecting the age criterion for admission to kindergarten. Policy addresses student eligibility for the program, curriculum and instruction, staffing, and

		students' continuation to kindergarten at the completion of the transitional kindergarten program.
(AR revised)	**AR 6173.1**	**Education for Foster Youth** Regulation updated to reflect **NEW LAW (AB 709)** which aligns Health and Safety Code with Education Code provisions requiring districts to immediately enroll foster youth even if immunization records normally required for enrollment are not available, and to subsequently work to obtain these records. Regulation also reflects **NEW LAW (SB 578)** which requires districts to accept coursework satisfactorily completed by a student in foster care while attending another school and to award full or partial credit for such coursework as specified.
(BB revised)	**BB 9223**	**Filling Vacancies** Bylaw updated to reflect **NEW LAW (AB 334)** which allows governing boards to approve a board member's out-of-state absence for illness or urgent necessity for an unlimited duration. Updated bylaw also reflects current law which provides that, when an interim board member is appointed to fill an absence created by a member's military deployment that exceeds six months, the term of the interim member cannot extend beyond the return of the absent board member or beyond the next regularly scheduled election for that office, whichever occurs first.
(BB revised)	**BB 9320**	**Meetings and Notices** **MANDATED** bylaw updated to reflect **NEW LAW (AB 1344)** which prohibits boards from calling special meetings to address the salaries, salary schedules, or other compensation of the superintendent, assistant superintendent, or other specified employees. Bylaw also reflects requirement added by AB 1344 to post the agenda for a regular meeting and the notice of a special meeting on the district web site, if there is one.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

PREPARED BY: **David Yoshihara**
Assistant Superintendent, Business Services

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

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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: 278 purchase orders have been processed, numbered F33507 through F33784, totaling $471,492.02.

II. Warrants: 254 warrants have been issued, dated April 20, 2012 through April 30, 2012, totaling $440,074.71.

III. Revolving Cash Fund Reimbursements: Twelve (12) checks have been processed, totaling $3,967.82.

ADMINISTRATIVE RECOMMENDATION

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

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
RC1663	04/30/12	VOIDED	VOIDED	$ 0.00
RC1664	04/30/12	Natalie Avila	Payroll	$598.11
RC1665	04/30/12	Michele Bartley	Payroll	$535.87
RC1666	04/30/12	Kimberly Jordon	Payroll	$167.24
RC1667	04/30/12	Willie R. Jimmerson	Payroll	$793.19
RC1668	04/30/12	Dianna M. Nivens	Payroll	$217.53
RC1669	04/30/12	Minnie Rose Pearson	Payroll	$142.79
RC1670	04/30/12	John A. Sindal	Payroll	$127.83
RC1671	04/30/12	Manal Asad	Payroll	$368.47
RC1672	05/02/12	Evelyn Acosta	Payroll	$189.51
RC1673	05/02/12	Richard Kevin Kenner	Payroll	$416.53
RC1674	05/03/12	Emily Ruth Forster	Payroll	$410.75

REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (12) CHECKS PROCESSED TOTALING $3,967.82

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

PREPARED BY: **David Yoshihara**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-2b New Business (Consent Calendar)** **Action Item**
Award of Contract for Architectural Plans for Shade Shelter Project at Northmont Elementary School

---

As a member of the Facilities JPA (FACJPA), the District may utilize it to assist with construction projects. On April 27, 2012 at 2:00 p.m., the FACJPA opened proposals for architectural plans for the shade structure project at Northmont Elementary School. The RFPs were advertised by the FACJPA in accordance with the law and distributed to three (3) architectural firms. Three (3) companies attended the mandatory pre-proposal meeting. Three (3) proposals were received by the date and time specified in the RFP documents as shown on the attached summary.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the RFP for architectural plans for the shade shelter project at Northmont Elementary School to the responsible architectural firm submitting the lowest responsive proposal, Webb Cleff Architecture and Engineering, Inc., in the amount of $5,200.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
FACILITIES JPA (FACJPA)

ARCHITECTURAL PLANS FOR SHADE SHELTER PROJECT
AT NORTHMONT ELEMENTARY SCHOOL

RFP NUMBER: FACJPA-LMSV #003

RFP DATE/TIME: APRIL 27, 2012 – 2:00 PM

SUMMARY

ARCHITECTURAL FIRMS	GRAND TOTAL
CHARLES FORTE ARCHITECT	$6,380
MATALON ARCHITECTURE & PLANNING	$8,500
WEBB CLEFF ARCHITECTURE AND ENGINEERING, INC.	**$5,200**

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

PREPARED BY: **David Yoshihara**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-2c New Business** **Action Item**

Authorization to Enter into an Agreement with Christy White Accountancy Corporation to Provide Audit Services for the 2011-12 Proposition M Bond Audit

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Regulations require that the District provide an independent financial and performance audit of the Proposition M Bond Fund annually. The attached contract from Christy White Accountancy Corporation outlines the services that will be provided for the 2011-12 Proposition M Bond audit. The fee for this service is $8,435.00.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to enter into an agreement with Christy White Accountancy Corporation to provide audit services for the 2011-12 Proposition M Bond audit.

christy white
A PROFESSIONAL ACCOUNTANCY CORPORATION

April 10,2012

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, 2012. 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, 2012, and the related statements of revenues, expenditures and changes in fund balance for the fiscal year ending June 30, 2012. 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 an opinion as to whether the **Proposition M Bond Building Fund** financial statements are fairly presented, in all material respects, in conformity with U.S.
generally accepted accounting principles and whether the District complied with the compliance requirements over the deposit and use of Measure C2004 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 generally accepted auditing standards; the standards for financial and performance audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of accounting records of La Mesa-Spring Valley School District and other procedures we consider necessary to enable us to express such an opinion.

If our opinions on the financial statements are other than unqualified, we will fully 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 an opinion, we may decline to express an opinion or to issue a report as a result of these engagements.

SAN DIEGO **RANCHO CUCAMONGA**
2727 Camino Del Rio South ● Suite 219● San Diego, CA 92108
8686 Haven Avenue ● Suite 250● Rancho Cucamonga, CA 91730
tel. 619.270.8222 ● **www.cwacpa.com** ● fax. 619.260.9085
Licensed by the California Board off Accountancy

Management Responsibilities

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.

You are responsible for management decisions and functions. As part of every audit, we will prepare a draft of your financial statements and related notes. In accordance with Governmental Auditing Standards, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the 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 general purpose 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 (a) management, (b) employees who have significant roles in internal control, and (c) others where fraud could have a material effect on the financial statements. You are also responsible for 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 and regulations.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or 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 or other engagements or studies. You are also responsible for proving management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

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. 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 errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during 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, creditors, and financial institutions. We will 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 entity and its environment, including internal control, sufficient to assess 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 general purpose 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 general purpose financial statements. Tests of controls relative to the general purpose financial statements are required only if control risk is assessed below the maximum level. 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 reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the general purpose financial statements.

Audit Procedures - Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the general purpose financial statements are free of material misstatement, we will perform tests of La Mesa-Spring Valley School District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. 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.* These reports will include a statement that the reports are intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and are not intended to be and should not be used by anyone other than these specified parties.

Audit Administration, Fees, and Other

The audit documentation for this engagement is the property of Christy White Accountancy Corporation 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 Accountancy Corporation 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 or any state agency.

We expect to begin our audit as soon as possible and to issue our reports no later than December 15. 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
2012	$8,435

The maximum 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.

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 period to be audited shall be for the fiscal year ended June 30, 2012.

CWA has a non-licensee owner who may provide client services in your contract for services 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,

Christy White, CPA
Partner and Authorized Representative
Christy White Accountancy Corporation

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 15, 2012

PREPARED BY: **David Yoshihara**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-3 New Business** **Action Item**
Rejection of Claim – Community Member

The District received a claim from a community member alleging that his property was damaged due to flooding.

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 15, 2012

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

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

Authorization to Enter into a Special Education Master Contract with Vista Hill Foundation

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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.

San Diego County Mental Health will no longer provide AB2726 assessments due to recent budget cuts. The District will need to contract with Vista Hill Foundation, a nonpublic agency, to provide these services in a not-to-exceed amount of $7,000.00:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/12	$1,208,750.00
Vista Hill Foundation	Not to exceed $ 7,000.00
Total encumbered cost for all nonpublic schools/agencies	$ 1,215,750.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into a special education master contract with Vista Hill Foundation for the 2011-12 school year.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

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

ITEM NUMBER: **LS-2 New Business** **Action Item**
Acceptance of Gifts – Fletcher Hills Elementary School

Fletcher Hills Elementary School PTA would like to donate $5,318.00 to Fletcher Hills Elementary. $3,767.00 will be used toward bus transportation fees for study trips; and $1,551.00 will be used toward admission fees for the annual Safety Patrol Disneyland trip.

Box Tops for Education would like to donate $815.47 to Fletcher Hills Elementary School to be used for instructional supplies.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

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

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

Authorization to Enter into a Contract with San Diego County Office of Education for District Assistance and Intervention Team Services

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As you are aware, one of the requirements of District Program Improvement Corrective Action is to contract with a state-approved District Assistance and Intervention Team (DAIT) provider to give the District "guidance, support and technical assistance." On September 6, 2011, the Board approved a contract with the San Diego County Office of Education (SDCOE) to serve as the District's DAIT provider.

SDCOE assisted in data analysis, staff development, and implementation of the five instructional focus areas of the district: Professional Learning Communities and Data Analysis; Student Engagement; Nonfiction Writing; English Learners; and Special Education students, as well as the implementation of the LEA Plan. SDCOE support has included coaches for all principals and cabinet members.

The District received $500,000 from the State to support the implementation of the requirements of the Corrective Action. This allocation has been used to fund the SDCOE contract, as well as data and English Learner coaches to support school sites. If approved, the remaining $50,000 will be used to continue coaches for principals, Learning Walk data analysis, and continued staff development.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached contract with San Diego County Office of Education to provide DAIT services.

112865

INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT #

This Agreement is hereby entered into between the La Mesa Spring Valley School District, hereinafter referred to as "District," and SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS Contractor Taxpayer ID Number 95-6000935

6401 Linda Vista Road	San Diego	CA	92111
Mailing Address	City	State	Zip

hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by Contractor.

   DAIT services to support the district as a Year 3 Program Improvement district:

   Provide principal coaching to twelve (12) school principals. Thirty (30) hours of coaching to be provided for each principal.

   Provide coaching to Assistant Superintendent of Curriculum & Instruction, Learning Resources. Thirty (30) hours of coaching to be provided.

   Plan for and attend cabinet meetings. Six (6) hours to be provided.

   Provide professional development and support instructional planning for teachers and administrators. Fourteen (14) days of support to be provided.

2. Term. Contractor shall commence providing services under this Agreement on June 1, 2012 and will diligently perform as required and complete performance by September 15, 2012.

3. Compensation. District Agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Fifty Thousand and no/100 Dollars ($50,000). District agrees to pay Contractor the total amount due within 30 days of receipt of invoice.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: None.

(For additional explanation of expense reimbursement terms attach Exhibit C which then will be incorporated here in full by this reference.)

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and shall act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: None.

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.

(a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within Thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the Thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or

in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance policy with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than Fifteen (15) Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a provision for thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under said policy.

14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. Compliance With Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor.

17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

20. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national original, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

21. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Karen Walker, Assistant Superintendent, Learning Support
(619-668-5700 x6386); Karen.walker@lmsvsd.k12.ca.us

For Contractor: Debbie Beldock, SDCSS, Senior Director LRET Division
Phone: 858-292-3836
Email: dbeldock@sdcoe.net

23. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

24. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

26. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
27. **FINGERPRINTING AND CRIMINAL RECORDS CHECK.** CONSULTANT shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice. CONSULTANT shall not permit any employees to have any contact with DISTRICT pupils until such time as CONSULTANT has verified in writing to the DISTRICT that all employees have complied with Education Code Section 45125.1.

This Agreement is entered into this 1 day of June, 2012.

LA MESA SPRING VALLEY SCHOOL DISTRICT

By: _____
Signature

Karen Walker
Typed Name

Assistant Superintendent, Learning Support Services
Title

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

By: _____
Signature

Lora Duzyk
Typed Name

Assistant Superintendent, Business Services
Title

95-6000935
Social Security or
Taxpayer Identification Number
*Note: This must be signed by SDCOE's Designated authorized agent.

Board Approval: _____

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

PREPARED BY: **Claudia Bender**
Assistant Superintendent, Human Resources

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

The Human Resources recommendations which are attached for consideration at the May 15, 2012, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations – May 15, 2012

CERTIFICATED:

Approval of Acceptance of Resignation:

Duff, Charlene A.	Teacher (retiring)	06/15/12
Gunnon, Carolyn L.	Teacher on Special Assignment (retiring)	06/15/12
Packham, Anna M.	Learning Handicapped Teacher (resigning – from leave)	06/15/12
Wegner, Jayne R.	Resource Specialist (retiring)	06/15/12

Approval of Leave of Absence:

Triplett, Kelli J.	Teacher (employment elsewhere)	06/18/12 – 06/14/13

Approval of Change of Classification:

Macres, Michael G.	From: V-15	To: VI-15	05/01/12

CLASSIFIED:

Approval of Employment/Merit System:

Wittmayer, Jacob C.	Extended School Services Leader	26-A	05/01/12

Approval of Employment:

Bareno Maldes, Francisco J.	Student Helper	$10.16/hr	04/16/12
Cruz Cabrera, Lady D.	Student Helper	$10.16/hr	04/17/12

Approval of Termination of Employment:

Cummings, Donna L.	Playground Attendant (end of temporary assignment)	02/24/12
Forster, Emily R.	Extended School Services Attendant (resigned)	03/30/12
Gomez, Victor G.	Playground Attendant (dismissed)	03/29/12
Gonzalez, Patricia F.	Playground Attendant (resigned)	04/23/12
Gosha, Vladislav V.	Playground Attendant (employment elsewhere)	02/29/12
Junker, Peggy M.	Playground Attendant (employment elsewhere)	01/25/12
Kaland, Macaulay J.	Extended School Services Attendant (dismissed)	04/25/12
Kandt, Michelle L.	Student Helper (further education)	12/21/11
Kirckof, Mia B.	Extended School Services Attendant (end of temporary assignment)	03/30/12
Lane, Sara	Extended School Services Attendant (end of temporary assignment)	03/30/12
Locke, Alyssa M.	Student Helper (employment elsewhere)	06/10/11
Lomeli, Christian J.	Extended School Services Attendant (employment elsewhere)	04/20/12
Ortiz Rios, Zoyla A.	Playground Attendant (dropped)	04/17/12
Robinson, Alysha J.	Extended School Services Attendant (dismissed)	03/30/12
Wightman, Mark D.	Playground Attendant (dismissed)	01/13/12
Wittmayer, Jacob C.	Extended School Services Attendant, and Extended School Services Assistant Leader (employment elsewhere)	05/01/12

Approval of Change of Assignment:

Lamb, Kathleen	From:	Cook	26-F+	05/01/12
	To:	Special Assignment	26-F+	

Approval of Leave of Absence:

Eaton, Kristy L.	Paraprofessional – Special Education (family responsibilities)	04/23/12 – 06/15/12

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

Here & Now Enterprises/T. Brault	Lecturer/Presenter (Lemon Avenue)	06/06/12

11-12

HUMAN RESOURCES

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

APR 27 REC'D

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 3/26/12

Consultant/Lecturer/Presenter Name Tom Brault Soc Sec No

Name of Firm or Business ~~History: Here & Now - The California Gold Rush~~ HERE + NOW ENTERPRISES Taxpayer ID No (for 1099)

Address

Background and qualifications of Consultant/Lecturer/Presenter 7 years experience with this presentation

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

☐ Consultant ☒ Lecturer/Presenter Signature, Principal or Department Head Date 3/27/12

Additional Approval (If needed) Date Signature of Assistant Superintendent Date 5/3/12

APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources Date 5/7/12 Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 26th day of March, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and ~~History: Here & Now~~ HERE + NOW ENTERPRISES (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 6, 2012.

3. COMPENSATION. The District agrees to pay Contractor the amount of $375.00 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.

Classroom presentation of the California Gold Rush in three (3) classrooms.

9974 Rev. 9/06

Distribution: Accounting, Human Resources, Contractor, Originator

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 15, 2012

PREPARED BY: **Claudia Bender**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-3 Human Resources Recommendations** **Action Item**
Request to Adopt Declaration of Need for Fully Qualified Educators

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It is requested the Board take action to approve the attached form to authorize the use of emergency and limited assignment permits for the 2012-2013 school year in accordance with the California Commission on Teacher Credentialing regulations.

The use of such permits is minimal and requested only when absolutely necessary. Emergency permits can only be used in the areas of CLAD, BCLAD, Resource Specialist, Library Media Teacher Services, as well as Special Class Authorization. The regulations require the Board to adopt a blanket Declaration certifying there is an insufficient number of certificated persons meeting the District's specific employment criteria for certain positions.

By taking this action, the District will be allowed to issue emergency Cross-cultural, Language and Academic Development (CLAD) permits to certificated staff who have previously served in a position which did not require the permit, but may be reassigned to the classroom. It will also allow our teachers who have a current emergency CLAD permit to apply for a second emergency CLAD permit if a second year is needed to complete the requirements.

Additionally, the Declaration will authorize placement of certificated staff in limited assignments as necessary to meet the staffing needs for the 2012-2013 school year.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached Declaration of Need as outlined.

State of California
Commission on Teacher Credentialing
Certification, Assignment and Waivers Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Telephone:
(888) 921 2682
Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☒ Original Declaration of Need for year: 2012-2013
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: LA MESA-SPRING VALLEY District CDS Code: 68197

Name of County: SAN DIEGO COUNTY County CDS Code: 37

By submitting this annual declaration, the district is certifying the following:

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 5 / 15 / 12 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2013.

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

CLAUDIA BENDER — *Name*
Signature
Asst. Supt., Human Resources — *Title*

(619) 668-8397 — *Fax Number*
(619) 668-5700, ext. 6372 — *Telephone Number*
May 16, 2012 — *Date*

4750 DATE AVENUE, LA MESA, CA 91942 — *Mailing Address*

claudia.bender@lmsvsd.k12.ca.us — *E-Mail Address*

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency

Name of NPS/NPA _____ County of Location _____

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

The declaration shall remain in force until June 30, _____.

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

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date

Mailing Address

E-Mail Address

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
☒ CLAD/English Learner Authorization (applicant already holds teaching credential)	3
☐ Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	
☐ Resource Specialist	
☐ Teacher Librarian Services	
☐ Visiting Faculty Permit	

LIMITED ASSIGNMENT PERMITS

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

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	0
Special Education	3
TOTAL	3

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. (see below)

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

If yes, how many interns do you expect to have this year? None

If yes, list each college or university with which you participate in an internship program.

When necessary, this District participates with various institutions of higher education including, Azusa Pacific University, Chapman/Brandman Universities, San Diego State University, National University and the University of Southern California.

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

The District does not have a need for interns.

MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: May 1, 2012

The meeting was called to order at 7:03 p.m. at the Education Service Center by the President, Mr. Baber.

CALL TO ORDER

The President announced that member Halgren was absent on personal business.

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

Board members present:	Baber, Duff, Turner, Winet
Board members absent:	Halgren
Staff members present on assignment:	Bender, Marshall, Martinez, Yoshihara, Walker

ESTABLISHMENT OF QUORUM

It was moved by Duff, seconded by Turner, and carried unanimously to approve the minutes of the regular meeting of April 17, 2012, as presented.

MINUTES
Approved as presented

COMMUNICATIONS

COMMUNICATIONS

Memo from David Yoshihara, Assistant Superintendent, Business Services, regarding the GASB 45 Actuarial Report

D. Yoshihara, Asst. Supt., Bus.
GASB 45 Actuarial Report

Letter from the City of La Mesa requesting a District alternate be appointed to the City/District Joint Development Steering Committee

City of La Mesa
Joint Steering Committee

PowerPoint regarding the Cash Flow Report

Cash Flow PowerPoint

Letter from the Mt. Helix Park Foundation and the Jarrett Meeker Foundation thanking the District for its support of the Third Annual East County Earth Day

Mt. Helix Park & Jarrett Meeker Fouundations
Earth Day support

Informational memo from the Superintendent regarding the 2012 Middle School Promotion Schedule. (We will bring this memo back to the Board on May 15 so that Member Halgren may be included when deciding Board Member representation at the promotions)

B. Marshall, Superintendent
2012 MS Promotion Schedule

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding the La Presa Middle School Jazz Band

K. Walker, Asst. Supt., LS
LPMS Jazz Band

AGENDA

AGENDA

It was recommended to move Item S-1 (Resolution in Recognition of the Boys and Girls Clubs) after B-1 Approving Categorical Flexibility Transfers. It was moved by Winet, seconded by Turner, and carried unanimously to approve the agenda as modified.

Approved as modified

HEARING SESSION

HEARING

The President announced a hearing for anyone who wished to address the Board on any topic relating to public education.

General hearing

Forrest Higgins, CEO, Boys & Girls Clubs of East County, announced that, as part of their strategic plan, the Boys & Girls Clubs would like to double the number of clubs in 12 years. He introduced Board members Bill Fishbeck and Eddie Murphy, and Foundation Exec. Assistant Candy Hallock. Mr. Higgins thanked the Board for considering the upcoming resolution.

F. Higgins, CEO, Boys & Girls Clubs of East County
Resolution on agenda

The President announced a hearing for anyone who wished to address the Board regarding categorical flexibility transfers for 2012-13. There being no one wishing to address the Board, the session was closed.

2012-13 Categorical flexibility transfers

NEW BUSINESS

It was moved by Duff, seconded by Winet, and carried unanimously to adopt Resolution 11-12-20, Approving Categorical Flexibility Transfers for 2012-13.

Resolution 21, approving 12-13 Categorical Flex. Transfers
Adopted

It was moved by Duff, seconded by Winet, and carried unanimously to adopt Resolution 11-12-21, in Recognition of the Boys and Girls Clubs of East County for Establishment of a Future Capital Campaign to Build a Boys and Girls Club Facility on the Campus of La Mesa Middle School.

Resolution 21, in recognition of the Boys & Girls Clubs of East County
Adopted

REPORTS OF OFFICERS OF THE BOARD

REPORTS

Ten years ago, the state deferred the June payment to schools a few days into the next fiscal year. Interyear deferrals now account for almost a third of all state funding to K-12 education. For the average school district, this translates into a delay of approximately $1700/ADA, or over $20 million for our District. When combined with intrayear deferrals, nearly 45% of state funding provided to school districts is delayed at some point in the fiscal year. David Yoshihara, Assistant Superintendent, Business Services, provided an analysis of the cost to the District of borrowing funds to mitigate state deferrals and the impact of the deferrals to our local budget and responded to clarifying questions.

Cash Flow

NEW BUSINESS

NEW BUSINESS

It was moved by Winet, seconded by Turner, and carried unanimously to approve the following:

Purchase Orders F33385 through F33506 totaling $225,262.27 — Purchase Orders

Warrants April 6 through April 19, 2012 totaling $616,588.53 — Warrants

Zero (0) checks have been processed since the last Board meeting — Revolving Cash Fund Reimbursements from the General Fund

Acceptance of SB 564 Financial Disclosure — SB 564 Financial Disclosure

It was moved by Duff, seconded by Winet, and carried unanimously to adopt Resolutions 11-12-22 through 11-12-25, Designating Authorized Agents and Signatures.

Resolutions 22-25, authorized agents and signatures
Adopted

It was moved by Duff, seconded by Winet, and carried unanimously to accept the following gift with thanks: $10,412,00 from Christ Lutheran Church to La Mesa Dale Elementary School to be used to assist La Mesa Dale families in need of glasses, school supplies, clothing, holiday assistance, etc.

Gifts – LMD
Accepted with thanks

It was moved by Winet, seconded by Duff, and carried unanimously to authorize staff to enter into Expanded Special Education Master Contracts with Springall Academy and Stein Education Center

Expanded Sp.Ed. Master Contracts with Springall Academy & Stein Center
Authorized

It was moved by Duff, seconded by Winet, and carried unanimously to authorize staff to enter into a Contract with the Exceptional Family Resource Center

Contract with the Exceptional Family Resource Center
Authorized

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Duff, seconded by Winet, and carried unanimously to approve standard Human Resources recommendations as amended to include four additional Lecturer/Presenter and/or Short-Term Employment forms.

Human Resources Recommendations
Approved as amended

It was moved by Duff, seconded by Winet, and carried unanimously to adopt Resolution 11-12-26, Elimination and/or Reduction of Classified Positions.

Resolution 26, Elim. and/or reduc. of classified positions
Adopted

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Dr. Turner announced she included information regarding Quest Academy in her newsletter.

Mr. Baber announced that he attended the recent ceremony at La Mesa Middle School honoring academic achievement.

Mr. Baber noted the letter from the City of La Mesa requesting an alternate representative to the City/District Joint Development Steering Committee and requested this item be placed on the next agenda for consideration.

At 8:07 p.m. the President announced a recess.

CLOSED SESSION

At 8:11 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 (3 cases); student discipline; and public employee discipline/dismissal/release. The Superintendent; Board (member Halgren was absent); and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 9:00 p.m. the President reconvened the meeting and announced the Board took the following action in closed session:

Special Ed Settlement

It was moved by Winet, seconded by Duff, and carried unanimously to settle a Special Education case in a not-to-exceed amount of $42,000.

Stipulated student expulsion

It was moved by Winet, seconded by Duff, and carried unanimously to accept the stipulated expulsion of a student (File 11-12-02).

Non-reelection of 1st-year probation employee

It was moved by Winet, seconded by Duff, and carried unanimously to non-reelect a first-year probationary employee (File 05-01-01).

The meeting was adjourned at 9:05 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 15, 2012.

Penny Halgren, Clerk of the Board of Education