

**La Mesa-Spring Valley School District**

# **Board of Education**

**June 1, 2010**

## **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, June 1, 2010 - 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 MEETINGS

Action

COMMUNICATIONS

1. ROSE Award – Recipient: Christina Hicks, LPMS/LPE Parent;  
President, Mt. Helix Council PTA  
Presenters: Debra Sands, Counselor; Mike Allmann, Principal, La Presa  
Middle; & Peter Dean, Principal, La Presa Elementary

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. California School Recognition Program Information

HEARING (cont.)

2. Public Hearing – Categorical Flexibility Transfers for 2010-2011

REPORTS OF OFFICERS OF THE BOARD (cont.)

2. 2009-10 Third Interim Report Information

NEW BUSINESS

BUSINESS SERVICES

1. Resolution 09-10-34, Approving Categorical Flexibility Transfers for 2010-11 Roll Call  
Vote
2. Approval of Budget Study Committee Recommendations Action

- |    |  |                   |
|----|--|-------------------|
| 3. | Approval of the 2009-10 Third Interim Report   | Action            |
| 4. | Resolution 09-10-35, Temporary Interfund Transfers Between District Governmental Funds                         | Roll Call<br>Vote |
| 5. | Consent Calendar*  | Action            |
| a. | Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements                              |                   |
| b. | Approval of Travel   |                   |
| c. | Award of Bid for Concrete Flatwork, Ramps, Stairs, and Handrails at Fletcher Hills Elementary School           |                   |
| d. | Award of Bid for Lower Emission School Bus Retrofit Project  |                   |
| e. | Approval of Change Order for Playground Installation at Fletcher Hills Elementary School, Bid #FB4-09/10       |                   |
| f. | Authorization to Return Leased Equipment to Xerox Corporation  |                   |
| g. | Rejection of Claim – Student at Maryland Avenue Elementary School  |                   |
| 6. | Resolution 09-10-36, Temporary Transfer of Funds from the San Diego County Auditor and the County Treasurer    | Roll Call<br>Vote |
| 7. | Resolution 09-10-37, Designating Persons to Prepare and Submit Documents Pertaining to Impact Aid Under PL 874 | Roll Call<br>Vote |

#### LEARNING SUPPORT

- |    |  |        |
|----|--|--------|
| 1. | Acceptance of Gift – Avondale Elementary and La Mesa Middle Schools  | Action |
| 2. | Authorization to Enter into an Agreement with Orange County Department of Education for Medi-Cal Administrative Activities | Action |
| 3. | Authorization to Enter into a Special Education Master Contract with Banyan Tree Learning Centers                          | Action |

#### HUMAN RESOURCES RECOMMENDATIONS

- |    |  |        |
|----|--|--------|
| 1. | Standard Human Resources Recommendations | Action |
|----|--|--------|

- |    |   |                   |
|----|---|-------------------|
| 2. | Resolution 09-10-38, Layoff and/or Reduction in Hours of Classified Employees   | Roll Call<br>Vote |
| 3. | Authorization to Implement an Early Retirement Incentive Program for Classified Non-Management Employees and Classified Supervisors and Enter into a Contract with Public Agency Retirement Services (PARS) | 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 – Non-represented Employee Groups (GC 54957)
4. Conference with Legal Counsel – Anticipated Litigation (GC 54956.9)

#### 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](mailto: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**  
**June 1, 2010**

**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**  
**June 1, 2010**

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

**ITEM NUMBER:** R-1 Reports of Officers of the Board  
California School Recognition Program

---

The California Distinguished Schools Award identifies and honors those schools that have demonstrated educational excellence for all students and progress in narrowing the achievement gap. In order to be invited to apply for Distinguished School honors, schools must meet a variety of eligibility criteria including designated federal and state accountability measures based on No Child Left Behind, Adequate Yearly Progress, and the Academic Performance Index requirements.

This year Casa de Oro, Rancho, Rolando, and Sweetwater Springs Elementary Schools were invited to apply for the California Distinguished Schools Award. The criteria for school selection are based on the submission of an application, including a comprehensive description of two of the school's successful signature practices, and application review, along with a site visit designed to validate the full implementation of the submitted practices.

All four schools have been selected as a California Distinguished School. Principals John Parsons, Casa de Oro; Andrew Smith, Rancho; Guido Magliato, Rolando; and Monica Robinson, Sweetwater Springs Elementary Schools will present the two practices highlighted in the application and respond to any clarifying questions.

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 1, 2010**

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

**ITEM NUMBER:**        **H-2 Public Hearing**  
                                 **Public Hearing – Categorical Flexibility Transfers for 2010-11**

---

As per the guidelines set forth in SBX3 4 (Education Trailer Bill) Section 15 and the amended Education Code 42605, apportionments from various categorical programs may be transferred to the unrestricted general fund for “any educational purpose”.

Subsection C2 of Section 15 states that as a condition of receipt of funds, the governing board of the school district or Board of the County Office of Education, as appropriate, at a regularly scheduled open public hearing shall take testimony from the public, discuss, and approve or disapprove the proposed use of funding.

For the 2008–09 fiscal year to the 2012–13 fiscal year, inclusive, local education agencies that use the flexibility provision of the section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory, and provisional language associated with the items enumerated in subdivision (a) of amended Education Code 42605.

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  
June 1, 2010**

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

**ITEM NUMBER:**        **R-2 Reports of Officers of the Board**  
                                 **2009-10 Third Interim Report**

---

The District's 2009-10 projected revenues and expenditures have been updated to reflect the latest information since the Second Interim Report was presented to the Board on March 2, 2010. The 2009-10 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 Proposed Budget will be submitted to the Board for final approval on June 15, 2010 and the Adopted Budget will be submitted to the Board for final approval on June 29, 2010.

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  
June 1, 2010**

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

**ITEM NUMBER:** B-1 New Business  
Resolution 09-10-34, Approving Categorical Flexibility Transfers for 2010-11

---

**ROLL CALL VOTE**

SBX3 4 (Education Trailer Bill) reduced several categorical programs by almost 20%, and another 0.39% is proposed in 2010-11. For 2008-09 through 2012-13, Local Education Agencies (LEAs) may use funding formerly restricted for 39 specified categorical programs for any educational purpose as per Section 15 of SBX3 4.

For 2008-09 through 2012-13, the required contribution to the Routine Restricted Maintenance Account (RRMA) is reduced from 3% to 1% of an LEA's total general fund expenditures and other financing uses. Subsequently, the District will propose a reduction in RRMA for the 2009-10.

For 2008-09 through 2012-13, the local match requirement for Deferred Maintenance Program eligibility is eliminated. The District will propose to eliminate this match requirement and move those dollars into the unrestricted general fund for 2009-10. We will further propose that the state contribution (match) be part of the flexibility transfers.

2010-11 program allocations in the listed restricted resources will be reduced by the approved amount. This amount will be transferred into the unrestricted general fund. This will help offset the estimated \$11.5M deficit in the 2010-11 fiscal year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 09-10-34, approving categorical flexibility transfers for 2010-11.

**La Mesa-Spring Valley School District**  
**RESOLUTION 09-10-34**  
**Approving Categorical Flexibility Transfers**  
**for 2010-11**

WHEREAS, the proposed 2010-11 Governor's state budget includes prior reductions of almost 20% in addition to a 0.39% negative COLA (Cost-of-Living Adjustment), and;

WHEREAS, the state budget allows for the transfer of funds from certain categorically funded programs at the District's discretion to be used for any purpose whatsoever to partially offset the projected 2010-11 deficit, and;

WHEREAS, the La Mesa-Spring Valley School District wishes to exercise the right to transfer funds from certain 2010-11 state categorically funded program allocations to better meet the District's needs.

THEREFORE, IT IS HEREBY RESOLVED to authorize the transfer of all available 2010-11 categorical allocations to the maximum extent allowed by law for the 2010-11 school year to the unrestricted general fund. Such transfers and amounts are listed on the attached Exhibit A; however, the programs and amounts are estimated and not intended to be all inclusive nor exact. Should other state programs be determined to be eligible or additional funds are available from the programs listed, it is the intent of the Board to transfer the maximum amounts available.

PASSED AND ADOPTED by the La Mesa-Spring Valley School District Governing Board of San Diego County, California, this 1<sup>st</sup> day of June, 2010 on motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA    )  
  ) SS  
COUNTY OF SAN DIEGO    )

I, Brian Marshall, Secretary to the La Mesa-Spring Valley School District Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at the regularly called and conducted meeting held on said date.

---

Brian Marshall, Secretary to the Governing Board

## Exhibit A

Program	Description	Allocation	Proposed Sweep
0000	ORAL HEALTH	24,903	24,903
0405	SUPPLEMENTAL HOURLY PGMS	433,804	433,804
0911	COMMUNITY DAY SCHOOL	22,852	22,852
0915	DEFERRED MAINTENANCE	476,450	476,450
0915	DEFERRED MAINTENANCE EFB	900,000	550,000
0916	PE TEACHER INCENTIVE	263,033	263,033
0918	COMMUNITY-BASED ENGLISH TUTORING	77,719	47,719
0921	SCHOOL SAFETY	30,566	30,566
0922	ART & MUSIC BLOCK GRANT	174,529	174,529
0924	SUPPLEMENTAL COUNSELING	195,290	195,290
0926	GATE	94,881	84,881
0927	INSTRUCTIONAL MATERIALS FUND	726,484	278,675
0931	PEER ASSISTANCE	57,618	30,618
0935	INTENSIVE PROF DEV READING BG	91,662	91,662
0937	STAFF DEV - ADMIN TRAINING	4,145	4,145
0941	PUPIL RETENTION BLOCK GRANT	3,621	3,621
0943	TCHR CRED BG	120,273	-
0944	PROF DEV BG	596,442	-
0945	TIIBG	469,322	-
7230	TIIBG - CONTRIBUTION TO HTS TRANSP	469,323	-
0946	SCHOOL & LIBRARY BG	1,196,469	896,469
0965	STAFF DEV - ENGLISH LEARNERS	28,944	28,944
8150	RRM	623,799	240,000
		<b>6,600,570</b>	<b>3,396,602</b>

All programs will be fully flexed as per SBX3 4

Expenditure budgets added for programs that are partially swept

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 1, 2010**

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

**ITEM NUMBER:**        **B-2 New Business**  
                                 **Approval of Budget Study Committee Recommendations**

---

The Budget Study Committee has been meeting throughout the course of the year to look at various ways to address the deficit facing the District in the coming fiscal year. They have come up with a series of recommendations for the Board to consider that can subsequently be incorporated into the 2010-11 budget. The Budget Study Committee makes the following recommendations:

- Deferred Maintenance 2007-08 End Fund Balance Transfer: \$550,000
- Routine Restricted Maintenance (RRM) 2010-11 Budget Reduction: \$240,000
- Savings from Elimination of Sixth-Grade Camp: \$115,069
- Sweeping School and Library Improvement Block Grant from School Sites: \$400,000
- Sweeping Middle School Restructuring from Middle Schools: \$350,000
- Transportation Budget Reduction from Elimination of Middle School Transportation: \$200,000

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the Budget Study Committee recommendations.

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 1, 2010**

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

**ITEM NUMBER:** B-3 New Business  
Approval of the 2009-10 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, 2009 and the Second Interim Report covered the period ending January 31, 2010. 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, 2010.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the 2009-10 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  
June 1, 2010**

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

**ITEM NUMBER:** B-4 New Business  
Resolution 09-10-35, Temporary Interfund Transfers Between District Governmental Funds

---

**ROLL CALL VOTE**

As authorized by Education Code section 42603, the governing board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the District for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account.

Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 09-10-35, to establish temporary interfund transfers between any District governmental funds.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT**  
**RESOLUTION 09-10-35**  
**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS**  
**BETWEEN DISTRICT GOVERNMENTAL FUNDS**

**ON MOTION** of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is hereby adopted:

**WHEREAS**, the governing board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code section 42603, and

**WHEREAS**, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and

**WHEREAS**, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year

**WHEREAS**, all fund repayments will include interest earned.

**THEREFORE, BE IT RESOLVED** that the Governing Board of the La Mesa-Spring Valley School District, in accordance with the provisions of Education Code section 42603, adopts the following authorization for fiscal year 2010-11 to temporarily transfer funds between any District governmental funds, provided that all transfers are approved by the Superintendent or his designee:

**PASSED AND ADOPTED** by the Governing Board on \_\_\_\_\_, 2010, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA     )  
  ) ss  
COUNTY OF SAN DIEGO    )

I, \_\_\_\_\_, Clerk/Secretary to the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Clerk/Secretary to the Governing Board

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** B-5a New Business (Consent Calendar)  
Ratification of Purchase Orders, Warrants, and Revolving Cash Fund  
Reimbursement

---

Purchase orders and warrants issued since the last Board meeting will be available at the meeting for review by the Board. A list of revolving cash fund reimbursements is attached.

The following are submitted for ratification:

- I. Purchase Orders: A total of 82 purchase orders have been processed, numbered D13447 through D13528. These purchase orders total \$182,189.95.
- II. Warrants: A total of 241 warrants have been issued, dated May 7, 2010 through May 19, 2010. These warrants total \$741,484.14.
- III. Revolving Cash Fund Reimbursement: One (1) check has been processed, totaling \$10.00.

**ADMINISTRATIVE RECOMMENDATION**

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



**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REVOLVING CASH FUND REIMBURSEMENTS**

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

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
1607	05/14/10	Franchise Tax Board	Filing Fee	\$10.00

**REVOLVING CASH FUND REIMBURSEMENTS  
A TOTAL OF (1) CHECK PROCESSED TOTALING \$10.00**

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** B-5b New Business (Consent Calendar)  
Approval of Travel

---

There have been no travel requests since the last Board meeting.

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 1, 2010**

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

**ITEM NUMBER:** B-5c New Business (Consent Calendar)  
Award of Bid for Concrete Flatwork, Ramps, Stairs, and Handrails at  
Fletcher Hills Elementary School

---

On May 13, 2010, at 2:00 p.m., the District opened bids for concrete flatwork, ramps, stairs, and handrails at Fletcher Hills Elementary School. Bids were advertised by the Purchasing Department in accordance with the law and distributed to thirty-five (35) bidders. Twenty-one (21) bidders attended the mandatory bid walk. Four (4) bids were received by the date and time specified in the bid documents as shown on the attached summary.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board award the bid for concrete flatwork, ramps, stairs, and handrails at Fletcher Hills Elementary School to the responsible bidder submitting the lowest responsive bid, Fordyce Construction, Inc., in the amount of \$178,498.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

**CONCRETE FLATWORK, RAMPS, STAIRS AND HANDRAILS AT  
FLETCHER HILLS ELEMENTARY SCHOOL**

**BID NUMBER: FB5-09/10**

**BID DATE/TIME: MAY 13, 2010 @ 2:00 P.M.**

**SUMMARY**

<b>BIDDERS</b>	<b>TOTAL</b>
<b>FORDYCE CONSTRUCTION, INC.</b>	<b>\$178,498</b>
<b>KOCH-ARMSTRONG GENERAL ENGINEERING, INC.</b>	\$215,800
<b>MACK-VERN DEVELOPMENT, INC.</b>	\$191,240
<b>TEAM C. CONSTRUCTION, INC.</b>	\$204,400

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** B-5d New Business (Consent Calendar)  
Award of Bid for Lower Emission School Bus Retrofit Project

---

On May 24, 2010 at 2:00 p.m., the District opened bids for the lower emission school bus retrofit project. Bids were advertised by the Purchasing Department in accordance with the law and distributed to seven (7) bidders. Four (4) bids were received by the date and time specified in the bid documents as shown on the attached summary.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board award the bid for the lower emission school bus retrofit project to the responsible bidder submitting the lowest responsive bid, A-Z Bus Sales, Inc. in the amount of \$181,740 for the installation of Cleaire Horizon filters on 13 buses; and in the amount of \$61,332 for the installation of ESW ThermaCat filters on four buses.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

**LOWER EMISSION SCHOOL BUS RETROFIT PROJECT  
BID NUMBER: FB7-09/10  
BID DATE/TIME: MAY 24, 2010 @ 2:00 P.M.**

**SUMMARY**

<b>BIDDERS</b>	<b>CLEAIRE HORIZON (13 BUSES) TOTAL</b>	<b>ESW THERMACAT (4 BUSES) TOTAL</b>
A-Z BUS SALES, INC.	<b>\$181,740</b>	<b>\$61,332</b>
CUMMINS CAL PACIFIC, LLC.	\$200,113.94	NO BID
DION INTERNATIONAL TRUCKS, LLC.	NO BID	\$62,346.16
IRONMAN PARTS AND SERVICES	\$192,335	NO BID

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** B-5e New Business (Consent Calendar)  
Approval of Change Order for Playground Installation at Fletcher Hills  
Elementary School, Bid #FB4-09/10

---

A change order resulted in an increase in cost to the District due to the need of purchasing and installing 51 additional feet of redwood border and 650 square feet of four-inch asphalt to extend the asphalt pad underneath the adjacent shade structure at Fletcher Hills Elementary School. The additional border and asphalt extension are required to ensure a smooth, level, and safe fall surface for the playground equipment and shade structure.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the change order for playground installation, Bid #FB4-09/10 at Fletcher Hills Elementary School in the amount of \$2,025, which increases Zasueta Contracting Inc.'s contract to \$519,142.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** B-5f New Business (Consent Calendar)  
Authorization to Return Leased Equipment to Xerox Corporation

---

In April 2005 the District entered into a five-year agreement with Xerox Corporation for the lease of two production-style copiers for the Print Shop. The five-year term for the Xerox lease has come to an end. At the May 18, 2010 Board meeting, the Board adopted a Resolution authorizing the District to lease copiers from Ricoh Business Solutions through the Western States Contracting Alliance Contract.

The list of equipment to be returned to Xerox Corporation is on the attached summary.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board authorize the return of the leased equipment to the Xerox Corporation.



LEASED PRODUCTION-STYLE EQUIPMENT TO BE RETURNED  
TO XEROX CORPORATION  
JUNE 2010

<u>BAR CODE #</u>	<u>DESCRIPTION</u>
38039	XEROX 4110 COPIER- SERIAL #WEW418557 (REPLACED XEROX P2101C COPIER –SERIAL #RDT832853 FROM ORIGINAL CONTRACT)
38040	XEROX DOCUTECH 6100 COPIER –SERIAL #H2L110530 WITH THE FOLLOWING ATTACHMENTS:  XEROX DTCNTR-3C DOCUTECH CONTROLLER-SERIAL #SNPVK541482  XEROX PPS2MKRC FREEFLOW PHOTOSHOP –SERIAL #VCP000617  XEROX FFPC01 FREEFLOW PC-SERIAL #WFL867042  XEROX 665C FREEFLOW SCANNER-SERIAL #HHK297138

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** B-5g New Business (Consent Calendar)  
Rejection of Claim – Student at Maryland Avenue Elementary School

---

The District received a claim from a parent of a student at Maryland Avenue Elementary School stating that her child was injured by a student.

**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  
June 1, 2010**

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

**ITEM NUMBER:** B-6 New Business  
Resolution 09-10-36, Temporary Transfer of Funds from the San Diego  
County Auditor and the County Treasurer

---

**ROLL CALL VOTE**

The California Constitution, Article XVI, Section 6, and Education Code section 42620 or 85220 provide that the Treasurer of the County shall have the power and it shall be his duty to make temporary transfer from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for operation purposes by any district whose funds are in his custody and are paid out solely through his office.

Currently, the District does not need a temporary transfer of funds; however, if in the future the District requires financial assistance to meet obligations incurred for operation purposes, a copy of this resolution must be on file.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 09-10-36, to establish temporary transfer of funds from the San Diego County Auditor and County Treasurer.

**RESOLUTION 09-10-36**

RESOLUTION OF GOVERNING BOARD OF  
LA MESA-SPRING VALLEY  
SCHOOL DISTRICT  
REQUESTING TEMPORARY  
TRANSFER OF FUNDS

County Office Use Only		
Date of	Amount of	
	Available	
Transfer	Transfer	Balance
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

On motion of member \_\_\_\_\_, seconded by member \_\_\_\_\_ the following resolution is adopted:

WHEREAS, the California Constitution, Article XVI, Section 6 and Education Code section 42620 or 85220 provide that the Treasurer of the County shall have the power and it shall be his duty to make such temporary transfer from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any district whose funds are in his custody and are paid out solely through his office; such temporary transfer of funds shall be made only upon resolution adopted by the governing board of the County to make such temporary transfer; such temporary transfer of funds shall not exceed 85% of taxes accruing to the district, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the taxes accruing to such district before any other obligation of the district is met from such taxes; and

WHEREAS, on June 29, 2010, the governing board will:

- \_\_\_\_\_ Adopt a tentative budget (community college only)
- X   Adopt a final budget
- \_\_\_\_\_ Adopt a revised final budget (school district only)

for this district for the fiscal year 2010-11 pursuant to the provisions of the Education Code sections 42127 or 70901, and taxes accruing to the district for said fiscal year are estimated to be \$21,532,100; and

WHEREAS, taxes accrued to this district during the 2009-10 fiscal year were \$21,532,100; and

WHEREAS, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this district; AND NOW THEREFORE

IT IS RESOLVED AND ORDERED pursuant to the provisions of the California Constitution, Article XVI, Section 6, and Education Code section 42620 or 85220 as follows:

1. The Board of Supervisors of the County of San Diego is requested to direct the Treasurer of the County of San Diego to make a temporary transfer from the funds in his custody to this district during the 2010-11 fiscal year to meet obligations incurred for maintenance purposes in the amount of:
  - (a) \$3,660,457 for the period from July 1 until August 31 not to exceed 17% of the authorized limit.
  - (b) \$18,302,285 after August 31 but not to exceed a total of 85% of taxes accruing to the district. This amount represents the total available temporary transfer approved by the governing board for the 2010-11 fiscal year inclusive of the 17% shown in (a) above.
2. If directed by the Board of Supervisors, funds will be transferred to this district by the Treasurer of the County of San Diego in sums as requested by the District Superintendent and certified by him/her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the district not to exceed the maximum amount herein specified, provided the Treasurer determines that funds in his custody are available for such transfers.
3. The Clerk/Secretary of this Board is directed to file a copy of this Resolution with the Board of Supervisors, the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.

PASSED AND ADOPTED by the Governing Board of the La Mesa-Spring Valley School District, County of San Diego, State of California, this 1st day of June, 2010 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

I, \_\_\_\_\_, Clerk/Secretary of the Governing Board of the La Mesa-Spring Valley School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk/Secretary to the Governing Board

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** B-7 New Business  
Resolution 09-10-37, Designating Persons to Prepare and Submit Documents Pertaining to Impact Aid Under PL 874

---

**ROLL CALL VOTE**

In order to participate in Federal Impact Aid under PL 874, it is necessary for the Board to designate, by name and title, authorized representatives to prepare and submit all necessary documents pertaining to PL 874.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 09-10-37, designating Brian Marshall and David Yoshihara as authorized representatives to execute all documents pertaining to PL 874.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
RESOLUTION 09-10-37  
DESIGNATING PERSONS TO PREPARE AND SUBMIT DOCUMENTS  
PERTAINING TO IMPACT AID UNDER PL 874**

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, federal funds are made available to the La Mesa-Spring Valley School District for the purpose of partially offsetting the loss of taxable properties due to educating federally connected students:

NOW, THEREFORE, BE IT RESOLVED, Brian Marshall, Superintendent; and David Yoshihara, Assistant Superintendent, Business Services, are hereby authorized and directed to cause the preparation of applications and all other necessary documents required in the administration of PL 874 by the government of the United States; and,

BE IT FURTHER RESOLVED, said District officers are hereby authorized and directed to sign applications and all other documents pertaining to PL 874 for this District for the aforesaid purpose in accordance with applicable federal laws and regulations.

PASSED AND ADOPTED this 1st day of June 2010, by said Governing Board by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA) ) SS  
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 1st day of June 2010.

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** LS-1 New Business  
Acceptance of Gifts – Avondale Elementary School and La Mesa Middle School

---

Avondale Elementary School PTA would like to donate \$2,285.00 to Avondale Elementary to be used for study trips.

Mark and Lorraine Kelly, Parents, La Mesa Middle School, would like to donate \$700.00 to La Mesa Middle to be used for the band and orchestra programs.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept these gifts with thanks.



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** LS-2 New Business  
Authorization to Enter into a Memorandum of Agreement with Orange County Department of Education for Medi-Cal Administrative Activities.

---

Federal regulations allow for the reimbursement of fee-for-service and administrative costs incurred by school districts when health-related services are provided to Medi-Cal eligible students and/or when information is provided to parents on how to access health-related services.

In order to comply with all necessary state requirements related to Medi-Cal Administrative Activities (MAA) reimbursement, the District contracts with the Orange County Department of Education as a member of the Region 9 Local Education Consortium (LEC).

Attached is an agreement with the Orange County Department of Education, effective for the period July 1, 2010 and ending June 30, 2011. This agreement will allow the District to continue requesting reimbursement for appropriate Medi-Cal activities through the Region 9 LEC.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the attached agreement with Orange County Department of Education for Medi-Cal Administrative Activities.

1 AGREEMENT NUMBER: 35612

2 LA MESA-SPRING VALLEY SCHOOL DISTRICT  
3 MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 10<sup>th</sup> day of May,  
6 2010, by and between the Orange County Superintendent of Schools,  
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local  
8 Educational Consortium (LEC), hereinafter referred to as  
9 SUPERINTENDENT, and the La Mesa-Spring Valley School District, 4750  
10 Date Avenue, La Mesa, California 91941, hereinafter referred to as  
11 DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred  
12 to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement  
15 with the California State Department of Health Care Services,  
16 hereinafter referred to as STATE, which is incorporated herein by  
17 this reference, to serve as the Local Educational Consortium (LEC)  
18 for the Region 9 in accordance with the California Welfare and  
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE  
21 to represent school districts and county offices located in Region  
22 9, hereinafter referred to as LEA (Local Education Agency) to  
23 administer Medi-Cal Administrative Activities (MAA) as described in  
24 the California Welfare and Institutions Code, Section 14132.47(c)  
25 (1); and

WHEREAS, the goal of the Medi-Cal Administrative  
Activities (MAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and  
2 potentially eligible individuals, and their families where  
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;  
4 and

5 WHEREAS, DISTRICT is providing Medi-Cal Administrative  
6 Activities and wishes to participate in the Medi-Cal Administrative  
7 Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
10 (1) year commencing on July 1, 2010, and ending on June 30, 2011,  
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

- 13 a. Certify to the STATE the amount of DISTRICT'S general  
14 funds or any other funds allowed under federal law and  
15 regulation expended on the allowable "Program  
16 activities".
- 17 b. Certify to the STATE the availability and expenditure of  
18 one hundred percent (100%) of the non-federal cost of  
19 performing Program activities.
- 20 c. Certify to the STATE that DISTRICT expenditures  
21 represent costs that are eligible for federal financial  
22 participation for that fiscal year.
- 23 d. Act as liaison between STATE and DISTRICT.
- 24 e. Represent DISTRICT'S issues, concerns, and questions at  
25 scheduled statewide LEC Committee meetings and MAA  
Program work groups.

- 1 f. As mandated by STATE, attend STATE trainings.
- 2 g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings
- 3 and trainings.
- 4 h. On behalf of STATE, provide STATE approved training
- 5 materials and updates to DISTRICT.
- 6 i. On behalf of STATE, provide Program technical
- 7 assistance.
- 8 j. Review time survey trainings conducted by or for the
- 9 DISTRICT.
- 10 k. Review DISTRICT'S quarterly time survey forms for
- 11 accuracy and completeness and request corrections if
- 12 necessary.
- 13 l. Review DISTRICT'S quarterly invoice documents for
- 14 accuracy and completeness and request corrections if
- 15 necessary.
- 16 m. Review corrected documents for compliance with rules and
- 17 regulations related to time surveys and fiscal reports;
- 18 work with DISTRICT to resolve any outstanding matters
- 19 that prevent SUPERINTENDENT'S certification of claim.
- 20 n. Provide DISTRICT with statewide Local Educational
- 21 Consortium (LEC) Committee MAA LEA Appeals Process
- 22 information upon request.
- 23 o. Review and submit the detailed quarterly invoice with
- 24 Claiming Unit Functions Grid to the STATE on behalf of
- 25 the DISTRICT and convey to the DISTRICT by warrant all
- funds received on behalf of DISTRICT from the STATE less

1 any amount due the SUPERINTENDENT as defined in Section  
2 5.0 of this AGREEMENT. No funds will be conveyed to  
3 DISTRICT for invoices that have been disallowed by the  
4 STATE.

- 5 p. Monitor compliance of DISTRICT with all Federal, State,  
6 and SUPERINTENDENT'S PROGRAM requirements.
- 7 q. Review DISTRICT'S Operational Plan Audit/File at least  
8 once every three (3) years.
- 9 r. Designate an employee to act as liaison to DISTRICT  
10 regarding issues relating to this AGREEMENT.

11 3.0 RESPONSIBILITIES OF DISTRICT.

- 12 a. Assess MAA claiming potential within the DISTRICT and  
13 determine which staff will participate in the time  
14 survey and what direct charges, if applicable, will be  
15 claimed.
- 16 b. Certify to the SUPERINTENDENT and STATE the amount of  
17 DISTRICT'S general funds or any other funds allowed  
18 under Federal law and regulations expended on the  
19 allowable "Program activities".
- 20 c. Comply fully with all Title XIX Federal, State, and  
21 SUPERINTENDENT'S Program requirements.
- 22 d. Certify to SUPERINTENDENT and STATE the availability and  
23 expenditure, from allowable non-federal funding sources,  
24 of one hundred percent (100%) of the cost of performing  
25 Program activities.

- e. Certify to SUPERINTENDENT and STATE expenditures represent costs that are eligible for federal financial participation for that fiscal year.
- f. If subcontracting for Program coordination and training, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor.
- g. Ensure that DISTRICT'S designated MAA Coordinator attends quarterly Region 9 LEC MAA Coordinators trainings and meetings.
- h. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, time surveys, reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.
- i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request.
- j. Work with SUPERINTENDENT to resolve any outstanding matters.
- k. Appeal SUPERINTENDENT decision through the statewide Local Educational Consortium (LEC) Committee MAA LEA Appeals Process if necessary.
- l. Conduct time survey trainings for all DISTRICT survey participants.
- m. Complete time studies, as required by the Centers for Medicare and Medicaid Services (CMS), to determine the

1 amount of paid time spent on Program claimable  
2 activities.

3 n. Ensure that MAA Time Survey forms are properly  
4 administered according to Federal, STATE, and  
5 SUPERINTENDENT requirements.

6 o. Ensure that Time Surveys needing correction are  
7 corrected prior to inclusion in the MAA quarterly  
8 invoice.

9 p. Provide SUPERINTENDENT with copies of completed  
10 quarterly Time Survey forms upon request.

11 q. Develop and maintain an Operational Plan/Audit File to  
12 include at a minimum the following:

- 13 • Training materials and original attendance  
14 sheets
- 15 • Original Time Survey forms and other Time  
16 Survey documentation, including validation of  
17 time survey participant attendance for the time  
18 survey period
- 19 • Time certification and supporting documentation  
20 for direct charge staff
- 21 • Claiming Unit Functions Grids
- 22 • Position Descriptions/Duty Statements
- 23 • Medi-Cal Percentage documentation
- 24 • Invoice documents and supporting documentation.
- 25 • Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation

r. Prepare and certify school-based MAA Invoice and  
Claiming Unit Functions Grid in conformance with STATE  
requirements.



- 1 s. Submit quarterly claim to SUPERINTENDENT within twelve  
2 (12) months following the end of the quarter.
- 3 t. Provide SUPERINTENDENT with copies of MAA invoice  
4 supporting documentation upon request.
- 5 u. Maintain Program claim documentation for a period of not  
6 less than three (3) years after the quarterly invoice  
7 payment is received. If an audit is in progress, all  
8 records relevant to the audit shall be retained until  
9 completion of the audit or final resolution, whichever  
10 is later. Such documentation shall be subject, at all  
11 reasonable times, to inspection and/or audit by the CMS  
12 or other Federal agencies, STATE, and/or SUPERINTENDENT.
- 13 v. In the event an Invoice/Claiming Unit Functions Grid is  
14 revised or is disallowed by STATE, agree to reimburse  
15 SUPERINTENDENT within thirty (30) days of receipt of an  
16 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S  
17 payment to the STATE for DISTRICT'S revised or  
18 disallowed Invoice/Claiming Unit Functions Grid.
- 19 w. Ensure no duplicative billings.
- 20 x. Hold SUPERINTENDENT harmless from any federal  
21 disallowance of MAA claim payments made to DISTRICT by  
22 the STATE.
- 23 y. Designate an employee to act as a liaison with  
24 SUPERINTENDENT to provide DISTRICT specific information  
25 relative to MAA Program administration and fiscal  
issues.



1           z. Complete and return with the fully executed AGREEMENT,  
2           SUPERINTENDENT'S Medi-Cal Administrative Activities  
3           (MAA) District Information 2010/2011 form, Exhibit "A",  
4           attached hereto and incorporated by reference herein.

5   4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
6   DISTRICT'S responsibilities outlined in Section 3.0 of this  
7   AGREEMENT and after SUPERINTENDENT has received reimbursement from  
8   the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT  
9   shall convey to DISTRICT by warrant, all funds received on behalf of  
10   DISTRICT from the STATE less any amount due the SUPERINTENDENT and  
11   STATE as determined in Section 5.0 below. No funds will be conveyed  
12   to DISTRICT for invoices that have been revised or disallowed by the  
13   STATE. Payment to DISTRICT shall be made within forty-five (45)  
14   days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

15   5.0 FEE SCHEDULE.

16       A. Annual STATE Participation Fee. SUPERINTENDENT will be  
17   responsible for DISTRICT share of the STATE Participation Fee, which  
18   is based on the STATE'S cost for administering the MAA claiming  
19   process. In the event that the STATE costs for the 2010/2011 fiscal  
20   year exceed the amount of the STATE costs for the 2009/2010 fiscal  
21   year contracted with SUPERINTENDENT, SUPERINTENDENT will reduce  
22   DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S share of  
23   the STATE Participation Fee increase.

24       B. SUPERINTENDENT'S Administrative Support Fees. After  
25   SUPERINTENDENT has received reimbursement from the STATE for  
DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to

1 DISTRICT an amount equal to the Federal share of cost received as  
2 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a  
3 five percent (5%) fee per quarterly claim which will be used to  
4 support SUPERINTENDENT'S MAA administration.

5 C. The obligations of SUPERINTENDENT and DISTRICT under this  
6 AGREEMENT are contingent upon the availability of funds furnished by  
7 the United States Government. In the event that such funding is  
8 terminated or reduced, this AGREEMENT may be terminated, and  
9 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall  
10 be limited to a pro rated amount of funding actually received by the  
11 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.  
12 SUPERINTENDENT shall provide DISTRICT written notification of such  
13 termination. Notice shall be deemed given when received by the  
14 DISTRICT or no later than three (3) days after the day of mailing,  
15 whichever is sooner.

16 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
17 this AGREEMENT, shall be and act as an independent contractor.  
18 SUPERINTENDENT understands and agrees that he/she and all of his/her  
19 employees shall not be considered officers, employees or agents of  
20 the DISTRICT, and are not entitled to benefits of any kind or nature  
21 normally provided employees of the DISTRICT and/or to which  
22 DISTRICT'S employees are normally entitled, including, but not  
23 limited to, State Unemployment Compensation or Workers'  
24 Compensation. SUPERINTENDENT assumes full responsibility for the  
25 acts and/or omissions of his/her employees or agents as they relate  
to the services to be provided under this AGREEMENT. SUPERINTENDENT

1 shall assume full responsibility for payment of all federal, state  
2 and local taxes or contributions, including unemployment insurance,  
3 social security and income taxes with respect to SUPERINTENDENT'S  
4 employees.

5 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times  
6 enforce appropriate discipline and good order among its employees  
7 and shall not knowingly employ any unfit person or anyone not  
8 skilled in providing the services required under this AGREEMENT.  
9 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S  
10 opinion, is incompetent, unfit, intemperate, troublesome or  
11 otherwise undesirable shall be excluded from providing services  
12 under this AGREEMENT and shall not again provide services except  
13 with written consent of DISTRICT.

14 8.0 COPYRIGHT.

15 A. DISTRICT understands and agrees that all forms, plans, and  
16 related instructional materials developed by SUPERINTENDENT or  
17 DISTRICT under this AGREEMENT shall become the exclusive property of  
18 Department of Health Care Services. The Department of Health Care  
19 Services shall have all right, title and interest in said matters,  
20 including the right to secure and maintain the copyright, trademark  
21 and/or patent all forms and related instructional materials  
22 developed under this AGREEMENT.

23 9.0 HOLD HARMLESS.

24 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
25 harmless DISTRICT, its Governing Board, and its officers, agents,  
and employees from liability and claims of liability for bodily

1 injury, personal injury, sickness, disease, or death of any person  
2 or persons, or damage to any property, real, personal, tangible or  
3 intangible, arising out of the negligent acts or omissions of  
4 employees, agents or officers of SUPERINTENDENT or the Orange County  
5 Board of Education during the term of this AGREEMENT.

6 B. DISTRICT hereby agrees to indemnify, defend, and hold  
7 harmless SUPERINTENDENT, the Orange County Board of Education, and  
8 its officers, agents, and employees from liability and claims of  
9 liability for bodily injury, personal injury, sickness, disease, or  
10 death of any person or persons, or damage to any property, real,  
11 personal, tangible or intangible, arising out of the negligent acts  
12 or omissions of employees, agents or officers of DISTRICT during the  
13 term of this AGREEMENT.

14 10.0 CONFIDENTIALITY.

15 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
16 of their respective records and information, governing the  
17 confidentiality of client or student information for Medi-Cal  
18 clients served under this AGREEMENT. Applicable laws include, but  
19 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
20 431.300, Welfare and Institutions Code, Section 14100.2 and 22  
21 California Code of Regulations Section 51009 and all applicable  
22 federal and/or state laws or regulations as each may now exist or be  
23 hereafter amended. The confidentiality obligations contained in  
24 this section shall survive termination of this AGREEMENT.

25 B. DISTRICT understands and agrees to take all reasonable  
steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S

1 agents' proprietary data provided for purposes of this AGREEMENT  
2 hereinafter defined as; data file specifications, related  
3 instructions, management reports, training materials, plans or other  
4 information relating to the performance of SUPERINTENDENT'S agents  
5 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant  
6 to this AGREEMENT. DISTRICT shall not during or after the term of  
7 this AGREEMENT, permit the copying, duplication, or use of any of  
8 SUPERINTENDENT'S agents' proprietary data by or to any person other  
9 than authorized employees, agents or representatives of DISTRICT.

10 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
11 to assure that the information supplied to SUPERINTENDENT hereunder  
12 shall be true, complete, and accurate in all respects. DISTRICT  
13 shall assume sole responsibility for the truth, completeness and  
14 accuracy of all information supplied to SUPERINTENDENT and agrees  
15 that SUPERINTENDENT shall have no responsibility or liability for  
16 the truth, completeness or accuracy of any information submitted by  
17 DISTRICT hereunder.

18 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
19 for damages or losses to DISTRICT employees, agents, independent  
20 contractors or students relating to lost medical services or lost  
21 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
22 any sums DISTRICT does not obtain in reimbursement from the STATE,  
23 or for any incidental, indirect, special or consequential damages to  
24 DISTRICT arising from the denial of any request for reimbursement  
25 from the STATE.



1 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
2 AGREEMENT shall not be assigned by the DISTRICT without prior  
3 written approval of SUPERINTENDENT.

4 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
5 must meet the approval of the DISTRICT and shall be subject to the  
6 DISTRICT'S general right of inspection to secure the satisfactory  
7 completion thereof. SUPERINTENDENT and DISTRICT agree to comply  
8 with all federal, state and local laws, rules, regulations and  
9 ordinances that are now or may in the future become applicable to  
10 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in  
11 operations covered by this AGREEMENT or accruing out of the  
12 performance of such operations.

13 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
14 SUPERINTENDENT and DISTRICT agree that they shall not engage nor  
15 employ any unlawful discriminatory practices in employment of  
16 personnel or in any other respect on the basis of sex, race, color,  
17 ethnicity, national origin, ancestry, religion, age, martial status,  
18 medical condition, sexual orientation, physical or mental disability  
19 or any other protected group in accordance with the requirements of  
20 all applicable Federal or State law.

21 16.0 TOBACCO USE POLICY. In the interest of public health,  
22 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
23 use of any tobacco products are prohibited in buildings and  
24 vehicles, and on any property owned, leased or contracted for by the  
25 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure

1 to abide with conditions of this policy could result in the  
2 termination of this AGREEMENT.

3 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
4 or without cause, terminate this AGREEMENT with the giving of thirty  
5 (30) days prior written notice to the other party.

6 18.0 NOTICE. All notices or demands to be given under this  
7 AGREEMENT by either party to the other shall be in writing and given  
8 either by: (a) personal service or (b) by U.S. Mail, mailed either  
9 by registered or certified mail, return receipt requested, with  
10 postage prepaid. Service shall be considered given when received if  
11 personally served or if mailed on the third day after deposit in any  
12 U.S. Post Office. The address to which notices or demands may be  
13 given by either party may be changed by written notice given in  
14 accordance with the notice provisions of this section. As of the  
15 date of this AGREEMENT, the addresses of the parties are as follows:

16 DISTRICT: La Mesa-Spring Valley School District  
17 4750 Date Avenue  
18 LA Mesa, California 92941  
19 Attn: \_\_\_\_\_

20 SUPERINTENDENT: Orange County Superintendent of Schools  
21 200 Kalmus Drive  
22 P.O. Box 9050  
23 Costa Mesa, California 92628-9050  
24 Attn: Patricia McCaughey

25 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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.

1 20.0 SEVERABILITY. If any term, condition or provision of this  
2 AGREEMENT is held by a court of competent jurisdiction to be  
3 invalid, void, or unenforceable, the remaining provisions will  
4 nevertheless continue in full force and effect, and shall not be  
5 affected, impaired or invalidated in any way.

6 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
7 shall be governed by the laws of the State of California with venue  
8 in Orange County, California.

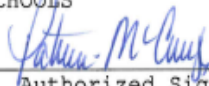
9 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
10 attached hereto constitute the entire agreement among the Parties to  
11 it and supercedes any prior or contemporaneous understanding or  
12 agreement with respect to the services contemplated, and may be  
13 amended only by a written amendment executed by both Parties to the  
14 AGREEMENT.

15 IN WITNESS WHEREOF, the Parties hereto set their hands.

16 DISTRICT: LA MESA-SPRING VALLEY  
17 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

18 BY: \_\_\_\_\_  
19 Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

20 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

21 TITLE: \_\_\_\_\_

TITLE: Coordinator

22 DATE: \_\_\_\_\_

DATE: May 10, 2008

23 \_\_\_\_\_  
24 FEDERAL IDENTIFICATION NUMBER

25 LaMesa-SpringValleySD-MAA(35612)11  
Zip6



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** LS-3 New Business  
**Authorization to Enter into Special Education Master Contract with  
Banyan Tree Learning Centers**

---

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.

Authorization is requested for approval of a Special Education Master Contract with Banyan Tree Learning Centers in a not-to-exceed amount of \$7,000.00:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/10	\$ 1,346,843.41
Banyan Tree Learning Centers	Not to exceed \$ 7,000.00
Total encumbered cost for all nonpublic schools/agencies	\$ 1,353,843.41

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to Enter into Special Education Master Contract with Banyan Tree Learning Centers.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

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

---

The Human Resources recommendations which are attached for consideration at the June 1, 2010 Board of Education meeting are standard.

**ADMINISTRATIVE RECOMMENDATION**

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

1. Standard Human Resources Recommendations

**CERTIFICATED:**

Approval of Acceptance of Resignation (Change in Date):

Whitehurst, Bridget	Teacher (retirement)	05/13/10
---------------------	----------------------	----------

**CLASSIFIED:**

Approval of Employment:

Aubrey, Allison E.	Student Helper	\$10.16/hr	05/12/10
Smith, Catherine B.	Playground Attendant	\$8.85/hr	05/07/10

Approval of Acceptance of Resignation/Merit System:

Huntimer, Sandra S.	Paraprofessional – Special Education (retirement)	06/21/10
Jedlicka, Valarie M.	School Office Assistant (retirement)	06/25/10
Kramer, Diane L.	Guidance Aide (resignation from leave of absence)	06/21/10
Krider, Nancy J.	Paraprofessional – State Preschool (retirement)	06/21/10
Warren, Orlando F.	Groundskeeper (moving from area)	06/04/10
Williams, Petrina S.	Licensed Vocational Nurse (further education)	07/30/10

Approval of Termination of Employment:

Chapman, Jennifer	Playground Attendant (employment elsewhere)	04/29/10
Stevens, Shawnee T.	Extended School Services Attendant (resigned)	05/10/10

Approval of Placement on 39-Month Reemployment List:

Brandy, Kirk D.	Custodian	05/11/10
-----------------	-----------	----------

**LECTURER/PRESENTER, SHORT-TERM EMPLOYMENT:** (Enclosed)

Martial Arts After School/Eric Protas	After-School Program	08/12/10 – 06/17/11
Ninyo & Moore	Consultant Contract	05/17/10 – 09/01/10
San Diego Humane Society and SPCA	Lecturer/Presenter	06/04/10
Smith-Emery Laboratories	Consultant Contract	05/17/10 – 09/01/10
Thomas Huggins Construction Inspections	Consultant Contract	05/17/10 – 08/17/10
Yoga Rascals/Sunje O’Clancy	After-School Program	08/12/10 – 06/17/11

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** HR-2 Human Resources Recommendations  
Resolution 09-10-38, Layoff and/or Reduction in Hours of Classified Employees

---

**ROLL CALL VOTE**

The attached Resolution 09-10-38 authorizes the elimination and/or reduction of thirty-eight (38) classified positions for the 2010-2011 school year.

The District has experienced declining enrollment over the past eight years. This loss of students, coupled with the state budget crisis and reduction in funding, has resulted in both a lack of work and funding issues for these classified positions. The District has met with CSEA Chapter 419 and negotiated the effect and impact of the following changes:

One (1) Office Assistant II (6 hour/12 month) position will be eliminated from Media Services. The incumbent will be given the option of exercising bumping rights.

One (1) Secretary (8 hour/11 month) position will be eliminated from Learning Support. The incumbent will be given the option of exercising bumping rights.

One (1) Groundskeeper (8 hour/12 month) position will be eliminated from Maintenance and Operations. This position is currently vacant; no incumbent will be affected.

Twenty-three (23) Paraprofessional – Bilingual positions will be eliminated from school sites. These positions vary in hours from 3.5 to 4.5 hours per day. The District will retain four positions at the Language Assessment Center to meet compliance mandates related to testing English Learners. Depending on seniority, incumbents will have the option of exercising their bumping rights or will be placed on the 39-month reemployment list.

Seven (7) Paraprofessional – Special Education positions will be eliminated due to the following changes:

- One (1) 3.5 hour/10 month position – this is currently a vacant position; no incumbent will be affected.
- Two (2) 5.75 hour/10 month positions – the class with these positions is being eliminated; the incumbents will be given the option of exercising bumping rights.
- One (1) 6 hour/10 month position – the class is being eliminated; the incumbent is retiring.
- Two (2) 6 hour/10 month positions – change in students' program; the incumbents will be given the option of exercising bumping rights.
- One (1) 6.5 hour/10 month position – one-on-one aide; student moved; incumbent will be given the option of exercising bumping rights.

Three (3) Paraprofessional – Special Education positions will be reduced due to the following changes:

- One (1) 3 hour/10 month position reduced to 2 hour/10 month position – change in students' program; incumbent will be given the option of exercising bumping rights.
- Two (2) 6 hour/10 month positions reduced to 5.75 hour/10 month positions – standardization of hours in preschool programs; incumbents will be given the option of exercising bumping rights.

One (1) Health Aide (6.5 hour/10 month) position will be reduced to a 6 hour/10 month position due to a change in a student's program; incumbent will be given the option of exercising bumping rights.

One (1) Licensed Vocational Nurse (6.5 hour/10 month) position will be reduced to a 6 hour/10 month position due to a change in a student's program; incumbent will be given the option of exercising bumping rights.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached resolution to layoff and/or reduce classified positions and give notice to the affected classified employees that his/her position will be reduced or eliminated pursuant to District Rules and Regulations and applicable provisions of the Education Code of the State of California.

La Mesa-Spring Valley School District

RESOLUTION 09-10-38

LAYOFF AND/OR REDUCTION IN HOURS OF CLASSIFIED EMPLOYEES

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, when a bona fide reduction or elimination of funds or services occurs within a school district, classified employees shall be subject to layoff for either lack of work or lack of funds, and

WHEREAS, the funding for certain programs will not sustain the current number of classified staff, and the elimination of certain services performed by classified staff has resulted in a lack of work, and

WHEREAS, due to lack of funds and/or work the Board finds it is in the best interests of this school district that as of July 1, 2010, certain services now being provided by the District be reduced or discontinued by the following extent:

Groundskeeper	1 at 8 hours/12 months – eliminate
Health Aide	1 at 6.5 hours/10 months – reduce to 6 hours/10 months
Licensed Vocational Nurse	1 at 6.5 hours/10 months – reduce to 6 hours/10 months
Office Assistant II	1 at 6 hours/12 months – eliminate
Paraprofessional – Bilingual	23 at 3.5 or 4.5 hours/10 months – eliminate
Paraprofessional – Special Education	1 at 3.5 hours/10 months – eliminate 2 at 5.75 hours/10 months – eliminate 3 at 6 hours/10 months – eliminate 1 at 6.5 hours/10 months – eliminate 1 at 3 hours/10 months – reduce to 2 hours/10 months 2 at 6 hours/10 months – reduce to 5.75 hours/10 months
Secretary	1 at 8 hours/11 months – eliminate

NOW, THEREFORE, BE IT RESOLVED as of the 1<sup>st</sup> day of July, 2010, thirty-eight (38) classified positions of the La Mesa-Spring Valley School District be reduced or discontinued to the extent set forth above.

BE IT FURTHER RESOLVED the Board authorizes the Superintendent to give notice to the affected classified employees that his/her position will be reduced or eliminated as of July 1, 2010, pursuant to District Rules and Regulations and applicable provisions of the Education Code of the State of California, such notice to be given forty-five (45) days prior to the effective date of the lay off as set forth above.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California this 1st day of June, 2010, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA     )  
                                      ) SS  
COUNTY OF SAN DIEGO    )

I, Brian Marshall, Secretary of the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a Regular meeting held on the 1st day of June, 2010.

---

Brian Marshall, Secretary to the Board of Education

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 1, 2010**

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

**ITEM NUMBER:** HR-3 Human Resources Recommendations  
**Authorization to Implement an Early Retirement Incentive Program for  
Classified Non-Management Employees and Classified Supervisors and  
Enter into a Contract with Public Agency Retirement Services (PARS)**

---

The District would like to implement an Early Retirement Incentive Program for classified employees. The primary objective of a retirement incentive program is to increase and accelerate the retirement rate over and above natural attrition in order to facilitate specific District objectives such as fiscal savings. Fiscal savings are achieved by not replacing all employees and filling necessary vacancies with a newer employee at the beginning steps on the salary schedule.

This program will be open to classified non-management employees and classified supervisors who are employed by the District as of June 1, 2010, have five years of District service as of October 8, 2010, and are age 50 or above by October 8, 2010.

To support the incentive program, the District shall make non-elective employer contributions into the participating employee's 403(b) annuity contract held at Pacific Life Insurance Company. In the event twenty-nine (29) classified non-management employees and/or classified supervisors participate in the plan, and 8.7 of the positions held by the enrollees are non-replacement positions as determined by the CSEA/Management negotiations teams, the sum of the contribution amounts shall equal twenty percent (20%) of 2009-2010 final pay.

The attached 2009-2010 PARS Supplementary Retirement Plan outlines several monthly benefit payment options available to our employees.

The attached contract outlines the administration services provided by Public Agency Retirement Services (PARS) to assist the District in implementing this program. Fees for this administration are 5.50% of all plan contributions. In the event the plan is cancelled due to lack of participation, a one-time fee of \$3,500 will apply.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board authorize staff to implement an Early Retirement Incentive Program for Classified Non-Management Employees and Classified Supervisors and enter into a Contract with Public Agency Retirement Services (PARS).



**2009-2010 PARS Supplementary Retirement Plan**  
**Plan Language: Version 3**  
**La Mesa-Spring Valley School District**  
**Classified Non-Management**  
**May 27, 2010**

---

With regard to the PARS Supplementary Retirement Plan for the 2009-2010 school year, the District proposes the following:

**1.0 Eligibility**

- 1.1 Those Classified Non-Management and Classified Supervisor employees who:
- a) Are employed by the District as of June 1, 2010 (date of Board of Education adoption);
  - b) Are age 50 as of October 8, 2010; and
  - c) Have 5 years of District service as of October 8, 2010.

**2.0 Participation Requirements**

- 2.1 29 Classified Non-Management and Classified Supervisor employees must be enrolled by the enrollment deadline of July 16, 2010 by 5:00pm and 8.7 of these positions must be non-replacement positions, in order for the incentive to go into effect. Participating employees shall submit all required enrollment materials and District Letter of Resignation to PARS on or before this deadline. As of the enrollment deadline, resignations of participants are irrevocable and may not be rescinded unless the District withdraws the PARS incentive pursuant to Paragraph 2.2 below.
- 2.2 If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the incentive, provided it notifies enrolled employees of the withdrawal on or before August 6, 2010. **If the District withdraws the incentive, resignations effective after August 6, 2010 will be automatically rescinded. Resignations that are effective prior to August 6, 2010 will be considered final regardless of the approval or cancellation of the incentive.**
- 2.3 Participation in the retirement incentive requires:
- a. Submission of required PARS enrollment materials and District Letter of Resignation to PARS on or before July 16, 2010 by 5:00pm;
  - b. Resignation from District employment effective no earlier than June 1, 2010 and no later than October 8, 2010.

- 2.4 Participating employees shall not be eligible for any other District sponsored retirement incentive programs.

### **3.0 Incentive Payments**

- 3.1 Regarding the basic incentive under this plan:

- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").
- b) The sum of the contributions shall equal 20% of Final Pay, according to the following schedule:

<b>Contribution Date</b>	<b>Percent of Final Pay</b>
September 10, 2010	4%
September 10, 2011	4%
September 10, 2012	4%
September 10, 2013	4%
September 10, 2014	4%
<b>Total Contributions</b>	<b>20%</b>

- c) For purposes of this plan, Final Pay shall be defined as the 2009-2010 Contract Salary multiplied by the participant's current FTE (full-time equivalence).
- 3.2 Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:
- a) Joint-and-survivor payments; and
  - b) Lifetime with a ten (10) year guarantee; and
  - c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.
- 3.3 The amount of monthly cash payment shall be fixed upon annuity purchase date and shall not be subject to increase thereafter.
- 3.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon July 16, 2010 and shall not be subject to change thereafter.

- 3.5 District PARS benefits are scheduled to commence on October 1, 2010 (for those with resignations effective on or before September 30, 2010) or November 1, 2010 (for those with resignations effective no earlier than October 1, 2010 and no later than October 8, 2010).

**4.0 Contract Administrator**

- 4.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).
- 4.2 In the event that the plan is cancelled due to lack of participation pursuant to Sections 2.1 and 2.2 above, PARS shall receive a one-time cancellation fee of \$3,500.

**Projected Timeline:**

- |    |  |   |
|----|--|---|
| 1. | Board adopts Resolution to approve Plan      | June 1, 2010  |
| 2. | Enrollment Window Officially Opens           | TBD   |
| 3. | Employee Orientation Meeting                 | TBD   |
| 4. | Employee Workshop                            | TBD   |
| 5. | Enrollment Window Closes                     | July 16, 2010, 5:00pm   |
| 6. | District announces whether Plan goes forward | no later than August 6, 2010                                      |
| 7. | Employees Resign from District employment    | no earlier than June 1, 2010 and<br>no later than October 8, 2010 |
| 8. | Benefits Commence                            | October 1, 2010 or<br>November 1, 2010 (see Section<br>3.5)       |

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter "PARS") and the La Mesa-Spring Valley School District ("Agency").

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (the "Plan"), for the benefit of Agency's eligible employees and their beneficiaries ("Participants"); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian to receive Employer Plan contributions ("Custodian") designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time ("Insurance Company") pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit IB".
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit IB. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from

any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Kantian Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: La Mesa-Spring Valley School District; 4750 Date Avenue, La Mesa, CA 91941; Attention: Assistant Superintendent, Human ResourcesNotices shall be deemed given on the date received by the addressee.
17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning \_\_\_\_\_, 2010 and ending \_\_\_\_\_, 2015 ("Term"). This Agreement

will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement as shall be required by PARS and /or the Custodian.

AGENCY:

**BY:** \_\_\_\_\_

**TITLE:** Assistant Superintendent. Human Resources

**DATE:** \_\_\_\_\_

**PARS:**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



EXHIBIT 1A

SERVICES

PARS will provide the following services for the La Mesa-Spring Valley School District:

1. Plan Consultation Services:
  - (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
  - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
  - (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
  - (D) Making appropriate revisions to the fiscal analysis as directed by Agency.
2. Plan Installation Services:
  - (A) Meeting with Agency personnel to finalize plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
  - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
  - (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel.
3. Plan Administration Services:
  - (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
  - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
  - (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
  - (D) Producing benefit illustrations and processing enrollments;
  - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
  - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice. In providing the services specified above, PARS will retain qualified professional service providers at its cost as it deems necessary if the service lies outside its area of expertise.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT IB FEES FOR  
SERVICES

PARS will be compensated for performance of Services, as described in Exhibit IA based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$3,500.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C DATA  
REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
  - (A) Participant's Legal Name
  - (B) Participant's Position
  - (C) Participant's Birth Date
  - (D) Participant's Hire Date
  - (E) Participant's Contract Salary
  - (F) Years of Agency Service
  - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
  - (A) Participant's Legal Name
  - (B) Participant's Position
  - (C) Participant's Address
  - (D) Participant's Birth Date
  - (E) Participant's Hire Date
  - (F) Participant's Contract Salary
  - (G) Years of Agency Service
  - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
  - (A) Certified Board Resolution
  - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
  - (C) Custodial Agreements/Disclosure Forms
  - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
  - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
  - (A) Correction Form
  - (B) Enrollment Form
  - (C) Beneficiary Designation Form
  - (D) Tax Withholding Form
  - (E) Proof of Age
  - (F) Letter of Resignation

**MINUTES**  
**BOARD OF EDUCATION MEETING**  
**LA MESA-SPRING VALLEY SCHOOL DISTRICT**  
**SPECIAL MEETING: May 18, 2010**

The meeting was called to order at 5:30 p.m. at the Education Service Center by the President, Dr. Turner.

**CALL TO ORDER**

The President led the Pledge of Allegiance to the Flag.

**PLEDGE OF ALLEGIANCE**

Board members present: Baber, Duff, Halgren, Turner, Winet

**ESTABLISHMENT OF  
QUORUM**

Board members absent: None

Staff members present on assignment: Bender, Marshall, Martinez, Yoshihara, Walker

**COMMUNICATIONS**

**COMMUNICATIONS**

Letter from Robyn Wiggins, El Cajon Adult School Principal, regarding an offer of assistance for the ESL/CBET classes located at various District schools

R. Wiggins, El Cajon Adult School  
Offer of assistance

**AGENDA**

**AGENDA**

It was moved by Duff, seconded by Winet, and carried unanimously to approve the agenda as presented.

Approved as presented

**HEARING SESSION**

**HEARING**

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

Christina Hicks, Spring Valley Parent (3<sup>rd</sup> grader at La Presa Elementary & 6<sup>th</sup> grader at La Presa Middle Schools), requested the Board think about the students of Spring Valley when considering budget cuts.

C. Hicks, LPE/LPMS Parent  
Budget cuts

Paul Schnaubelt, President, LMSV Teachers Association expressed that budget cuts should come from not only teachers and encouraged the Board to look other places to make up the loss of revenue.

P. Schnaubelt, President,  
LMSV Teachers Assn.  
Budget cuts

Delia Salas, Parent/Community Liaison, ESL/CBET Program, expressed the continued importance of preparing parents and teaching them English. Grossmont/El Cajon Adult School has offered to donate janitorial supplies and child care for the program.

D. Salas, Liaison, ESL/CBET  
program  
Importance of program

**REPORTS OF OFFICERS OF THE BOARD**

**REPORTS**

The District is facing an up to \$8.2 million deficit at Second Interim and continues to be committed to preserving core instruction and maintaining high learning standards. Major changes since the Second Interim are in Health & Welfare: net negative impact of approximately \$400,000; Unemployment Insurance: Increase in costs of \$326,000; Adoptions

Budget Study Committee  
Recommendations

(textbooks/SIS): \$45,000 for next two years; and Safety Patrol Reward Trip: current costs: \$6200 (Opt-out fund will pay for transportation costs for 2010-11).

Recommendations of the BSC are: **Deferred Maintenance**: \$550,000 to be swept from this budget; **Routine Restricted Maint.**: \$240,000 to be swept from this budget; **Sixth-grade Camp**: \$115,000 to be swept from this budget (proposed for elimination starting in 2010-11); **SLIBG/SI** (Resource 7395, Tier III Program): \$400,000 to be captured from this budget (proposal to sweep all but copy costs and Edusoft); **Middle School Restructuring**: MSR to be eliminated to capture the remaining \$350,000 in savings; **Transportation**: middle school General Ed transportation to be eliminated to capture \$200,000 from this budget (Transportation will only be from LPMS to choice school and no longer home-to-school); **SERP** (early retirement program): Net savings = \$1.5 million. TOTAL: \$3.4 million. David Yoshihara, Assistant Superintendent, Business Services, presented the Budget Study Committee recommendations and responded to clarifying questions.

The Board commended the Budget Study Committee for their good work.

The meeting was adjourned at 6:55 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 June 1, 2010.

---

Bill Baber, Clerk of the Board of Education

**MINUTES  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR MEETING: May 18, 2010**

The meeting was called to order at 7:00 p.m. at the Education Service Center by the President, Dr. Turner.

The President led the Pledge of Allegiance to the Flag.

Board members present: Baber, Duff, Halgren, Turner, Winet

Board members absent: None

Staff members present on assignment: Bender, Marshall, Martinez, Yoshihara, Walker

It was moved by Duff, seconded by Halgren, and carried unanimously to approve the minutes of the regular meeting of May 4, 2010, as corrected to reflect “community garden,” rather than “park” in Member Duff’s announcement on page 3.

**COMMUNICATIONS**

The Superintendent recognized Jon Hayman, Teacher, Rolando Elementary School, as the District’s 2009-10 Teacher of the Year and the Board presented him with a plaque. He will go on to participate in the County Teacher of the Year competition.

A ROSE (Recognition of Outstanding Service to Education) Award, sponsored by the LMSV Educational Foundation, was presented to Carolyn Lemler, Parent, La Mesa Dale Elementary School, by Mary Ellen Shu, Library Media Technician, La Mesa Dale Elementary.

Copy of agenda for Board Study Session, May 18, 2010 at 5:30 p.m.

Proposition M Citizens’ Bond Oversight Committee Annual Report

Proposition M Bond Building Fund Audit Report

Air Pollution Control District Agreement for American Recovery and Reinvestment Act, Lower Emission School Bus Program

Letter from Nayereh Kerendian, former Paraprofessional-Bilingual Aide, regarding reduction/layoff of Paraprofessional-Bilingual positions

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding 2009 Base Academic Performance Index Scores

Copy of Board Study Session Agenda for 5/18/10

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ESTABLISHMENT OF  
QUORUM**

**MINUTES**

Approved as corrected

**COMMUNICATIONS**

Teacher of the Year – Jon Hayman

ROSE Award – Carolyn Lemler

Board Study Session agenda

Prop M CBOC Annual Report

Prop M Bldg. Fund Audit Rpt.

Air Pollution Control District  
Agrmt. - Lower Emission  
School Bus Program

N. Kerendian, former  
Paraprofessional-Bilingual Aide  
Reduction/layoff of positions

K. Walker, Asst. Supt., LS  
2009 Base API scores

Bd. Study Session agenda

PowerPoint for the Budget Study Session

Announcement of Town Hall Meetings sponsored by PTA

Memo from the Superintendent regarding the 2010 Middle School Promotion Schedule

### AGENDA

It was moved by Baber, seconded by Halgren, and carried unanimously to approve the agenda as presented.

### HEARING SESSION

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

Janice Gilmore-See, District Librarian, announced the *Laps for Libraries* event during the Health Faire at Spring Valley Elementary on May 21, 2010.

### REPORTS OF OFFICERS OF THE BOARD

As of March 10, 2010 the amount of Prop. M and modernization matching funds that remain available is approximately \$3.1 million. Replacement of playground equipment at 16 schools and related ADA disabled access upgrades are currently the top Prop. M priority. These projects, along with others, are expected to be completed by the summer of 2010. The CBOC will oversee all final expenditures, review the auditor's final report and present the Committee's final report to the School Board and public in 2011. Jerry Lecko, Committee Chairman, presented the CBOC report and responded to clarifying questions.

The audit was conducted in accordance with generally accepted auditing standards and the standard applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the U.S. Although two internal control deficiencies were noted, the District complied with the auditing requirements and the financial statements reflected a qualified opinion, which is the highest recommendation. James Hawley, CPA, Audit Manager, Nigro Nigro & White, P.C., presented the audit report and responded to clarifying questions.

### NEW BUSINESS

It was moved by Baber, seconded by Duff, and carried unanimously to accept the 2008-09 Proposition M Bond Building Fund Financial Audit Report.

It was moved by Halgren, seconded by Baber, and carried unanimously to approve the following:

PowerPoint for Board Study Session

Town Hall meetings flyer

B. Marshall, Superintendent  
MS Promotion Schedule

### AGENDA

Approved as presented

### HEARING

J. Gilmore-See, Dist. Librarian  
Laps for Libraries

### REPORTS

CBOC Annual Report

08-09 Prop M Bond Building  
Fund Financial Audit Report

### NEW BUSINESS

**08-09 Prop M Bond Bldg.  
Fund Financial Audit Report**  
Accepted

**Consent Calendar**  
Approved



Purchase Orders D13175 through D13446 totaling \$748,913.60	Purchase Orders
Warrants April 22, 2010 through April 30, 2010 totaling \$302,152.99	Warrants
Expenditures in the amount of \$1769.15	Revolving Cash Fund Reimbursements from the General Fund
There have been no travel requests since the last Board meeting.	Travel
Rejection of Claim – Student at La Presa Elementary School	Rejection of Claim – Student at LPE
It was moved by Baber, seconded by Halgren, and carried unanimously to adopt Resolution 09-10-32, Authorizing Contracting Pursuant to Western States Contracting Alliance Multifunction Copiers and Related Software	<b>Res. 32, Contracting Alliance for copiers/related software</b> Adopted
It was moved by Halgren, seconded by Duff, and carried unanimously to adopt Resolution 09-10-33, Authorizing the Director, Transportation & Warehousing to Implement the Air Pollution Control District's Bus Retrofit Project	<b>Res. 33, Authorizing Dir., Transp. &amp; Warehousing to implement Bus Retrofit Proj.</b> Adopted
It was moved by Duff, seconded by Halgren, and carried unanimously to Authorize staff to enter into an Agreement with the Air Pollution Control District for Exhaust Particulate Traps and Compliance with the Lower Emission School Bus Project	<b>Air Pollution Control Dist. Agrmt. for exhaust particulate traps</b> Authorized
It was moved by Duff, seconded by Winet, and carried unanimously to accept the following gifts with thanks: –Kempton, Maryland Avenue, Murdock, and Murray Manor Elementary Schools	<b>Gifts – KEM, MAA, MUR, MUM</b> Accepted with thanks
It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to conduct student excursion – Spring Valley Middle School Band	<b>Student excursion – SVM Band</b> Authorized
It was moved by Halgren, seconded by Duff, and carried unanimously to ratify student excursion – Parkway Middle School Math Club	<b>Student excursion – PKM Math Club</b> Ratified
It was moved by Duff, seconded by Halgren, and carried unanimously to authorize staf to enter into an Agreement with Rady Children's Hospital – San Diego for Vision and Hearing Screening	<b>Rady Children's Hosp. Agrmt for Vision/Hearing Screening</b> Authorized
It was moved by Halgren, seconded by Winet, and carried unanimously to authorize staff to enter into a Memorandum of Understanding with San Diego County Office of Education, Migrant Education Program, Region IX	<b>SDCOE MOU Migrant Ed. Program, Region IX</b> Authorized

It was moved by Baber, seconded by Halgren, and carried unanimously to authorize staff to enter into a Memorandum of Understanding with San Diego Center for Children: East County Outpatient Counseling and San Diego County Mental Health to Support the Early and Periodic Screening, Diagnosis, and Treatment Program

**SD Ctr. for Children  
MOU/outpatient counseling &  
SD County Mental Health  
Authorized**

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to enter into a Memorandum of Understanding with the County of San Diego Probation Department for the Employment of a Deputy Probation Officer

**County of SD Probation Dept.  
MOU for Dep. Prob. Officer  
Authorized**

### **HUMAN RESOURCES RECOMMENDATIONS**

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

**Human Resources  
Recommendations  
Approved as amended**

### **ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD**

The Superintendent announced the dates for middle school promotions. It was agreed Board and Cabinet representation would be as follows: PKMS: June 15 (Halgren/Yoshihara), June 16 (Winet/Duff/Bender), June 17 (Duff, Marshall), and June 18 (Turner/Walker). LPMS: June 18 (Winet/Bender), LMMS: June 18 (Baber/Marshall), SVMS: June 18 (Halgren/Yoshihara), and Quest Academy: June 18 (Turner/Marshall).

Dr. Turner announced that she and Mrs. Halgren will be attending a CSBA meeting in Sacramento this weekend.

At 7:55 p.m. the President announced a recess.

### **CLOSED SESSION**

At 8:12 p.m. the President called for a closed session to discuss Conference with Real Property Negotiators concerning request for access to property at 9009 Park Plaza Drive, La Mesa (Parkway Middle School), by Shell Oil Products US; Negotiations Update – LMSV Teachers Association; Negotiations Update – California School Employees Association (CSEA), Chapter 419; Negotiations Update – Non-represented Employee Groups; and discussion regarding Public Employee Appointment (Director, Special Education/Student Services). The Superintendent, Board, and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

### **NEW BUSINESS (cont.)**

At 9:40 p.m. the President reconvened the meeting.

### **NEW BUSINESS (cont.)**

It was moved by Duff, seconded by Halgren and carried unanimously that the Board, in closed session, voted to approve the Request for Access to Property Located at 9009 Park Plaza Drive, La Mesa (Parkway Middle School) by Shell Oil Products US.

**Request for Access to PKMS  
by Shell Oil Products US**  
Approved

It was moved by Duff, seconded by Halgren and carried unanimously that the Board, in closed session, voted to appoint Andrew Smith as Director, Special Education/Student Services.

**Director, Special Education/  
Student Services**  
Appointed Andrew Smith

The meeting was adjourned at 9:41 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 June 1, 2010.

---

Bill Baber, Clerk of the Board of Education