

La Mesa-Spring Valley School District

Board of Education

June 7, 2011

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 7, 2011 - 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: Carolyn Meek, Volunteer, La Mesa Middle School
Presenters: Amy Dow, Tracy Flanagan and David Tilley,
Teachers; and Beth Thomas, Principal, LMMS
2. Award of Community Foundation Grants from Mission Federal Credit Union via
LMSV Educational Foundation for *Mission 2 Innovate* Minigrants Written by:
 - Tracy McFarland, Kathy Ruiz, Marlene Carlsen, & Jan Neeb, Lemon Ave. Elem.
 - Debra Lunamand, Spring Valley Middle
 - Jon Hayman, Rolando Elementary; and Nichole Condon, La Mesa Middle

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. May Revision and Impacts to the 2011-12 Budget Information

NEW BUSINESS

SUPERINTENDENT

1. Authorization to Enter into an Agreement with Fagen Friedman
& Fulfrost LLP for Legal Services Action
2. Authorization to Enter into an Agreement with Dannis Woliver
Kelley for Legal Services Action

BUSINESS SERVICES

- | | | |
|----|---|-------------------|
| 1. | Consent Calendar* | Action |
| a. | Ratification of Purchase Orders and Warrants | |
| b. | Approval of Change Order for Roof Restoration Project at La Mesa-Spring Valley School District's Operations Center, Bid #FB3-10/11 | |
| c. | Approval of Sale of Surplus Items | |
| d. | Authorization to Enter into an Agreement with San Diego County Superintendent of Schools to Provide Nutritious Meals to Goodland Acres School | |
| e. | Authorization to Enter into Agreements with St. Martin of Tours Academy and Trinity Christian School to Provide Nutritious Lunches | |
| f. | Approval of Institutional Memberships | |
| 2. | Resolution 10-11-46 Temporary Transfer of Funds from the San Diego County Auditor and the County Treasurer | Roll Call
Vote |
| 3. | Resolution 10-11-47, Temporary Interfund Transfers Between District Governmental Funds | Roll Call
Vote |
| 4. | Resolution 10-11-48, Designating Persons to Prepare and Submit Documents Pertaining to Impact Aid Under PL 874 | Roll Call
Vote |
| 5. | Resolution 10-11-49, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Bakersfield City School District for Smart Brand Smart Classroom Components, including Training | Roll Call
Vote |
| 6. | Authorization to Enter into an Agreement with Christy White Accountancy Corporation to Perform Audit Services | Action |
| 7. | Acceptance of Gift – Eagle Scout Project | Action |

LEARNING SUPPORT

- | | | |
|----|---|--------|
| 1. | Acceptance of Gifts – Avondale, Fletcher Hills, Murray Manor, Rancho and Rolando Elementary Schools | Action |
| 2. | Acceptance of Gift – La Mesa-Spring Valley Educational Foundation, Minigrants | Action |

- | | | |
|----|---|--------|
| 3. | Authorization to Enter into an Agreement with Calico Software Systems, Inc. | Action |
| 4. | Authorization to Enter into an Agreement with Orange County Department of Education for Medi-Cal Administrative Activities | Action |
| 5. | Authorization to Enter into an Agreement with Rady Children's Hospital – San Diego for Vision and Hearing Screening | Action |
| 6. | Ratification of Student Excursion – Spring Valley Middle School Boys to Men Mentoring Network (Sunrise Ranch) | Action |
| 7. | Ratification of Student Excursion – La Mesa and La Presa Middle Schools (Museum of Man) | Action |
| 8. | Authorization to Enter into an Expanded Special Education Master Contracts with Stein Education Center and TIEE – Cook Center | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|---|-------------------|
| 1. | Standard Human Resources Recommendations | Action |
| 2. | Resolution 10-11-50, Elimination of Classified Management Position – Director, Information Technology | Roll Call
Vote |
| 3. | Authorization to Establish Salaries for Certificated Management Employees | Action |
| 4. | Authorization to Establish Work Schedule and Salaries for Classified Management Employees | Action |
| 5. | Authorization to Establish Work Schedule and Salaries for Classified Supervisory Employees | Action |
| 6. | Authorization to Establish Work Schedule and Salaries for Confidential Employees | Action |
| 7. | Resolution 10-11-51, Elimination of Classified Positions | Roll Call
Vote |
| 8. | Resolution 10-11-52, Elimination of Classified Positions | Roll Call
Vote |

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)
2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)
3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)

ADJOURNMENT

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: R-1 Reports of Officers of the Board
May Revision and Impacts to the 2011-12 Budget

The May Revision was released by the Governor on May 16, 2011. While the Governor appears to protect Proposition 98 in his proposal, many other variables still exist. The upward revision of revenue, the restoration of cash deferrals, and the reliance on voter-approved tax extensions will be analyzed and discussed. The assumptions as presented by the Governor will be overlaid onto our proposed budget at the time of Third Interim to look at the impact. Various scenarios will be presented for discussion. The information will be incorporated into the final budget presentation for Board approval on June 21, 2011.

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 7, 2011**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-1 New Business**
 **Authorization to Enter into an Agreement with Fagen Friedman &
Fulfrost, LLP for Professional Services**

The law firm of Fagen, Friedman & Fulfrost, LLP is currently representing the district in ongoing legal matters. In order to provide consistency in these cases, it is necessary to enter into the attached Agreement for Legal Services for the 2011-12 school year.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Agreement with Fagen Friedman & Fulfrost, LLP for Legal Services for the 2011-12 school year.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between La Mesa - Spring Valley School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2011:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

5. **COSTS AND OTHER CHARGES.** (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other

similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

6. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

7. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

8. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

10. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

12. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

13. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT. IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

La Mesa - Spring Valley School District

Fagen Friedman & Fulfroft, LLP

Brian Marshall, Superintendent



Peter K. Fagen, Managing Partner

DATE: _____

DATE: 5/10/11



PROFESSIONAL RATE SCHEDULE

La Mesa - Spring Valley School District
(Effective July 1, 2011)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$ 175 - \$ 190 per hour
Partner	\$ 210 - \$ 230 per hour
Of-Counsel	\$ 215 - \$ 235 per hour
Paralegal/Law Clerk	\$ 110 - \$ 130 per hour
Consultant	\$ 145 - \$ 195 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: S-2 New Business
Authorization to Enter into an Agreement with Dannis Woliver Kelley for Professional Services

The law firm of Dannis Woliver Kelley is currently representing the District in ongoing legal matters. In order to provide consistency in these cases, it is necessary to enter into the attached Agreement for Professional Services for the 2011-12 school year.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Agreement with Dannis Woliver Kelley for Professional Services for the 2011-12 school year.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2011, by and between the La Mesa-Spring Valley Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel it from July 1, 2011, through and including June 30, 2012, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

Except as hereinafter provided, District agrees to pay Attorney two hundred ten dollars (\$210) to two hundred sixty-five dollars (\$265) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred fifteen dollars (\$215) per hour for associates; and one hundred ten dollars (\$110) to one hundred twenty-five dollars (\$125) per hour for paralegals and law clerks. The hourly rate for Gregory Dannis shall be three hundred dollars (\$300) per hour, and the rate for Sandra Woliver and Mark Kelley shall be two hundred seventy-five dollars (\$275) per hour. Rates for individual attorneys may vary within the above ranges depending on the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District

shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

LA MESA-SPRING VALLEY UNIFIED SCHOOL DISTRICT

Brian Marshall
Superintendent

Date

DANNIS WOLIVER KELLEY

Deborah Ungar Ettinger
Deborah Ungar Ettinger
Attorney at Law

5/5/11
Date

At its public meeting of _____, 2011, the Board approved this Agreement and authorized the Board president, Superintendent or Designee to execute this Agreement.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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

ITEM NUMBER: **B-1a New Business (Consent Calendar)**
 Ratification of Purchase Orders and Warrants

Purchase orders and warrants issued since the last Board meeting will be available at the meeting for review by the Board.

The following are submitted for ratification:

- I. Purchase Orders: A total of 306 purchase orders have been processed, numbered E23124 through E23429. These purchase orders total \$1,170,670.80.
- II. Warrants: A total of 453 warrants have been issued, dated May 6, 2011 through May 31, 2011. These warrants total \$866,726.29.
- III. Revolving Cash Fund Reimbursements: Zero (0) checks have been processed since the last Board meeting.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify these purchase orders and warrants.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1b New Business (Consent Calendar)
Approval of Change Order for Roof Restoration Project at La Mesa-Spring Valley School District's Operations Center, Bid #FB3-10/11

A change order resulted in an increase in cost to the District due to additional labor needed to remove and reinstall eight roof drain clamps in which the bolts snapped off due to age and condition.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the change order for the roof restoration project at the Operations Center (Bid #FB3-10/11) in the amount of \$400, which increases Sylvester Roofing Co., Inc's contract to \$73,111.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1c New Business (Consent Calendar)
Approval of Sale of Surplus Items

Attached is a list of items that are surplus to the District. These items will be sold at an auction conducted by InterSchola in accordance with Education Code 17546.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached list of surplus items for their disposal under the provisions of the Education Code.

SURPLUS ITEMS FOR INTERSCHOLA AUCTION
JUNE 2011
FOUR-DAY PERIOD FOR VIEWING AND BIDDING
APPROXIMATELY JUNE 21-24, 2011
BIDS OPEN
APPROXIMATELY JUNE 27, 2011

261 EACH	COMPUTERS
114 EACH	COMPUTER MONITORS
90 EACH	PRINTERS
53 EACH	LAPTOP COMPUTERS
8 BOXES	COMPUTER KEYBOARDS AND CABLES
11 EACH	FAX MACHINES
6 EACH	COPIERS
2 EACH	DIGITAL CAMERAS
5 EACH	POWER SUPPLY BACK UP
3 EACH	RECORD PLAYERS
4 EACH	CASSETTE RECORDERS
3 EACH	TVS
3 EACH	LASER DISC PLAYERS
4 EACH	VCRS
3 EACH	AUDIOMETERS
31 EACH	PROJECTORS (OVERHEAD, SLIDE, FILMSTRIP, 16MM)
1 EACH	FOLDING MACHINE
54 EACH	WALKIE TALKIES
1 EACH	PAINT CAN MIXER
4 EACH	TYPEWRITERS
1 EACH	CHOP SAW
1 EACH	STEAM TABLE
1 EACH	FREEZER ICE CREAM

3 EACH	FLOOR BUFFERS
5 BOXES	CATALOG ENVELOPES
3 EACH	PIANOS
9 BOXES	UNUSED TONER CARTRIDGES
9 BOXES	BINDING TAPE XEROX
2 BOXES	STAPLE WIRE XEROX
12 EACH	METAL FILING CABINETS
3 EACH	MOBILE STORAGE CARTS
1 EACH	KILN
1 LOT	PLAY MATA PLAYGROUND SURFACE

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1d New Business (Consent Calendar)
**Authorization to Enter into an Agreement with San Diego County
Superintendent of Schools to Provide Nutritious Meals to Goodland Acres
School**

San Diego County Office of Education offers a variety of alternative education opportunities for students who are referred by school districts, the San Diego County Probation Department, and the Department of Social Services.

Goodland Acres School (a Juvenile Court and Community School program) is one of the participating alternative schools and is located within the La Mesa-Spring Valley School District's boundaries. The school oversees 6th through 8th graders from various school districts. At least 75% of the students enrolled at the school are from our District.

Meals served to students eligible for reduced-priced meals will be charged \$.25 for breakfast and \$.40 for lunch. Regular full-priced meals will be \$1.00 for breakfast and \$2.00 for lunch.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached agreement with San Diego County Superintendent of Schools for the Juvenile Court and Community School.

**AGREEMENT BETWEEN LA MESA-SPRING VALLEY SCHOOL DISTRICT AND
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
FOR THE PROVISION OF MEALS TO STUDENTS**

This agreement, executed in duplicate, entered into as of **July 1, 2011**, between the La Mesa-Spring Valley School District hereinafter referred to as the School Food Authority (SFA) and the San Diego County Superintendent of Schools, for the Juvenile Court and Community Schools, hereinafter referred to as SDCOE is made for the purpose of providing breakfasts and lunches which meet the School Breakfast and National School Program meal requirements.

It is hereby agreed that:

It will be the responsibility of the SFA to:

1. Prepare breakfasts and lunches which meet the School Breakfast and National School Lunch Program meal requirements. Meals will be prepared at La Presa Middle School in the La Mesa-Spring Valley School District. The SFA will not be obligated to provide any meals on days when the La Mesa-Spring Valley School District schools are not in session. However, meals will be provided if SFA staff is available.
2. Maintain preparation sites that have the appropriate state and local health certifications for the facilities.
3. Provide the necessary trays, utensils, straws, and napkins for meals.
4. Provide, process, and file application forms for the Free and Reduced Price Meal Program. The completed applications will be property and responsibility of the SFA. Additionally, the SFA will include applications of SDCOE students in its regular annual verification process.
5. Submit claim reimbursements only for complete meals taken by eligible children. Reimbursements will be claimed according to each child's eligibility category.
6. Complete a daily edit check to ensure that the number of lunches reported for reimbursement will be equal to or less than the number of students enrolled and in attendance and equal to or less than the number of students eligible for free or reduced priced meals. Students who do not have a completed application with all required information filled in will not be eligible for free or reduced priced meals.
7. Provide the SDCOE with information, forms, and directions regarding the holding, serving, and counting of meals.
8. Provide a monthly menu listing the meals to be served for the following month, one week prior to the end of each month.
9. Represent the SDCOE as the "Sponsor" and include the lunch participation counts for SDCOE as part of the SFA's claim for reimbursement from the California Department of Education for State and Federal Child Nutrition Programs.
10. Submit to the SDCOE an itemized invoice for all meals ordered from the SFA but not paid for on the date of service. SFA will comply with all the rules and regulations pertaining to the School Breakfast and National School Lunch Program as outlined by the state and federal authorities. The invoice will be for student meals not eligible for free reimbursement from the state and federal programs. Meals served to students eligible for reduced priced meals will be charged .25

for breakfast and .40 for lunch. Regular full-priced meals will be \$1.00 for breakfast and \$2.00 for lunch.

11. Provide sack lunches and milk for field trips, which meet the National School Lunch meal requirements when requested by the school staff. Meals for field trips will be requested at least five (5) working days in advance. Field trip meals may be delivered the day before if SDCOE has room in their refrigerators to keep the perishable food cold.

It will be the responsibility of SDCOE and their staff at Goodland Acres to:

1. Notify the site manager at the designated school of the number of lunches needed no later than 8:45 A.M. of each school day.
2. Notify the SFA at least five (5) working days in advance of field trips.
3. Accept and pay for the number of lunches ordered but not served.
4. SDCOE will provide transportation and equipment necessary to pick up and transport meals.
5. Provide all personnel necessary to serve and supervise the consumption of the meals according to the regulations of the School Breakfast and National School Lunch Program.
6. Ensure that staff uses safe food handling procedures in the transporting, serving, and storage of food.
7. Dispose of all hot food and perishable food that has not been consumed at the end of the meal period. Left over unopened milk and juice may be kept if refrigerated at or below 41 degrees F. All other non-perishable foods and whole fruit must be used or disposed of within four (4) calendar days. Rotate the use of leftover milk and juice according to the earliest expiration date.
8. Notify the SFA of unused food components that may be used the next day.
9. Serve meals according to the menu and the "Offer vs. Serve Option." Instructions regarding the serving of meals will be provided by the SFA. Left over non-perishable food may be used for the next meal. Adults or staff members may not consume any left over food.
10. Provide and maintain a refrigerator that keeps food at 38-41 degrees F. and shall have staff monitor this refrigerator daily for temperature at the beginning of day and end of the day and record these temperatures on a daily log. Any refrigerator operating at temperatures above 41 degrees for more than one hour with the door closed will require maintenance. Food stored for more than two hours in a refrigerator at greater than 41 degrees F. must not be used and must be appropriately discarded. Additionally, the SFA must be notified of the loss.
11. Ensure that no food components are removed from the premises for consumption elsewhere by either students or staff except for an approved field trip.
12. Complete all documents required by the SFA for the required counting and documentation of meals for state and federal reimbursement.
13. Provide a list of the names of students, who will consume reimbursable meals, at the time of delivery and certify to the SFA via email at the end of the day that such meals were consumed by these students according to the requirements of the National School Lunch Program for reimbursement. A meal that was ordered by SDCOE but was not consumed by a student on the

list will be charged as a paid meal; however, that meal will not be included in the claim for reimbursement.

14. Ensure that the lunch meal is served immediately after delivery to their facilities.
15. Return by the following workday any and all property owned by the SFA and shall reimburse the SFA for any missing or damaged equipment.
16. Train all staff and especially new staff regarding procedures for serving, storing, and accurately documenting meals served under this contract.
17. Keep an inventory of all left-over items and relay this information to the SFA on a daily basis via email.
18. Allow the SFA's representative to observe meal service at least once a month at a time convenient to both parties.
19. Submit payment to the SFA by check no later than 30 days from the date of invoice for all meals ordered but not served.
20. Ensure that parents and guardians of all students at the school receive applications and eligibility requirements for free and reduced priced meals at the beginning of each school year and when each new student is enrolled.
21. Deliver completed applications for free and reduced priced meals to the SFA within one working day.
22. Indemnify and hold harmless the SFA and its officers, employees, and agents from any and all liabilities, costs, damages, fees, fines or expenses arising out of the performance of the agreement.
23. Reimburse the SFA for any fiscal sanction against the SFA arising from errors found in the serving of meals, storage of food, or the documentation of meal counting at any Juvenile Court and Community School, during a CRE (Coordinated Program Review) or other program review.
24. Provide and maintain general liability insurance, in an amount not less than one million (\$1,000,000.00) for each occurrence and will provide the SFA with a certificate evidencing insurance in that amount, naming the La Mesa-Spring Valley School District, its employees, Board members, officers, agents, and volunteers as an additional insured, and specifying that the coverage will not be canceled or modified without 30 days prior notice to the La Mesa-Spring Valley School District.
25. **HOLD HARMLESS** – SDCOE agrees to hold harmless, defend, and to indemnify the SFA, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, the SDCOE's performance or lack thereof under this Agreement.
26. Tobacco-Free Facility – SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCOE's property.

Both the SFA and the SDCOE will be responsible for maintaining the proper temperature of the meal components when they are in their respective keeping until they are consumed.

Gifts or exchanges of commodities will not be permitted. Until the students consume it, the commodity of food prepared remains the property of the state and federal governments.

Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and consumption of meals which meet the School Breakfast and National School Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties will be open to inspection by the proper Federal, State, and local authorities in accordance with applicable statutes and regulations.

The term of this Agreement is for the school year **2011-12** commencing on **July 1, 2011**, and continuing until **June 30, 2012**. This agreement may be terminated by either party upon 30 days written notice with or without cause.

All business and information relating to the administration of this agreement and the services thereof will be directed to:

SFA:

Jill Whittenberg, Director of Child Nutrition (or her successor)
La Mesa-Spring Valley School District, 3838 Conrad Drive, Spring Valley, CA 91977
Telephone (619) 668-5764

and

San Diego County Office of Education:

Sean Morrill, Senior Director (or his successor)
Juvenile Court and Community Schools
San Diego County Office of Education
6401 Linda Vista Road – Rm 216, San Diego, CA 92111-7399
Telephone (858) 571-7274

SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS

San Diego County Office of Education
6401 Linda Vista Road
San Diego, CA 92111
Telephone: 858-292-3876
Fax: 858-279-0675

LA MESA-SPRING VALLEY SCHOOL
DISTRICT (SCHOOL FOOD AUTHORITY)

La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, CA 91942
Telephone: 619-668-5700
Fax: 619-668-8332

By: Lora Duzyk

Title : Asst. Supt., Business Services

Date: _____

By: David Yoshihara, Ed.D.

Title: Asst. Supt., Business Services

Date: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1e New Business (Consent Calendar)
Authorization to Enter into Agreements with St. Martin of Tours Academy and Trinity Christian School to Provide Nutritious Lunches

To cover all labor and food costs, St. Martin of Tours Academy will be charged \$3.00 per meal and Trinity Christian School will be charged \$2.50 per meal. The price differential is the result of no labor being provided at Trinity Christian School. All items delivered will be similar to the items currently being served to the District's students. A hot lunch service will include one hot entrée, fresh and canned fruit, tossed salad and carrot/jicama sticks, and a choice of 1% white or nonfat chocolate milk. The student lunch participation for the 2010-11 school year was 55-70 lunches at St. Martin of Tours Academy and 55 lunches at Trinity Christian School.

Approval of the attached agreements would generate a positive income to the Cafeteria Fund for the 2011-12 school year, with additional income being received from federal and state reimbursements.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to approve the attached agreements with St. Martin of Tours Academy and Trinity Christian School.

Food Service Agreement Between
La Mesa-Spring Valley School District
and
St. Martin of Tours Academy

Article I

Introduction

This agreement is between the La Mesa-Spring Valley School District (District) and St. Martin of Tours Academy (St. Martin Academy).

This Agreement sets forth the terms and conditions upon which the District agrees to provide lunches to the students at St. Martin Academy.

The term of this Agreement is for the school year 2011-12, commencing on September 6, 2011 and continuing through June 14, 2012.

Article II

Relationship of the Parties

St. Martin Academy retains the District as its agent to provide student lunches as described in this Agreement.

Article III

Food Service Responsibilities

Responsibilities of the District

The District shall claim reimbursement from the California Department of Education for all meals served to children enrolled at St. Martin Academy. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point-of-service, and according to each child's eligibility category.

Once approved by the California Department of Education, this agreement is permanent. Either party may terminate this agreement for cause upon a ten-day written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.

The District shall conduct the free and reduced price application process, including the distribution, review, and approval of applications for the sites belonging to St. Martin Academy. The District will create and update the eligibility roster and provide current lists to the St. Martin Academy as soon as possible after changes occur.

The St. Martin Academy shall perform the point-of-service meal counts. The District will provide training as necessary to staff at St. Martin Academy regarding point-of-service meal counts and completion of all required documents.

The District shall perform the required daily and monthly edit checks.

The District shall ultimately be responsible for meal counts and claiming accountability.

The District shall perform the verification process and will notify the St. Martin Academy of its findings.

The District shall assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.

The District shall include all participating sites from the St. Martin Academy in its application/agreement with the California Department of Education.

The District shall provide meals to the St. Martin Academy that complies with the nutrition standards established by the United States Department of Agriculture for the NSMP Menu planning option.

The District shall provide the necessary utensils, straws, and napkins.

The District shall prepare the lunches in the La Mesa Middle School Cafeteria located at 4200 Parks Ave, La Mesa, CA 91941.

This preparation site shall maintain the appropriate state and local health certifications for the facility. The District shall prepare lunches, which meet the National School Lunch Program meal pattern requirements. Lunches must comply with the nutritional standards for lunches as established by the United States Department of Agriculture (USDA).

The number of lunches prepared by the District shall be equal to the number of lunches requested by St. Martin Academy. St. Martin Academy shall notify the District of the number of lunches no later than 8:00 a.m. of each day. St. Martin Academy shall be obligated to accept and pay for the number of lunches requested but not served. The District shall not be obligated to provide any lunches on days when the District is not in session.

St. Martin Academy shall pay District \$3.00 per student lunch. The cost of milk is included in the price.

Milk may be purchased separately at \$.35 per milk.

The District shall be responsible for transporting the meals from the La Mesa Middle School Cafeteria.

The District shall provide an employee to serve lunch.

Both parties shall be responsible for maintaining the proper temperature of the meals until they are served.

The District shall supply one (1) warming oven to St. Martin Academy.

The District shall provide St. Martin Academy no later than one (1) week prior to the end of each month, a monthly menu covering the lunches to be served for the following month.

The District shall submit to St. Martin Academy itemized invoices for the lunches prepared by the District on the end of the day of each month served. St. Martin Academy shall submit payments to the District on or before the 5th day of the following month.

When requested by St. Martin Academy, the District shall provide sack meals that meet the National School Lunch Program requirements for field trips. Sack meals for field trips will be requested at least five (5) working days in advance. The cost per meal will remain the same as for the regular meal.

Gifts or exchanges of commodities are not permitted. Until the students consume it, the food prepared remains the property of the state and federal governments.

St. Martin Academy shall indemnify and hold the District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement.

The District shall keep and maintain liability insurance, including extended coverage for product liability for each occurrence and shall provide St. Martin Academy with a certificate evidencing the amount, naming St. Martin Academy as an additional insured and specifying that the coverage will not be canceled or modified without ten-days prior written notice to St. Martin Academy.

Both parties shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of meals which meet the National School Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open to inspection by proper federal, state, and local authorities in accordance with applicable statutes and regulations.

The term of this agreement shall be from September 6, 2011 and continuing through June 14, 2012, unless terminated by either party on ten-days written notice with cause.

All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Child Nutrition Director, La Mesa-Spring Valley School District.

La Mesa-Spring Valley School District

St. Martin of Tours Academy

Signature

Signature

Date:_____

Date:_____

Food Service Agreement Between
La Mesa-Spring Valley School District
and
Trinity Christian School

Article I

Introduction

This Agreement is between the La Mesa-Spring Valley School District (District) and Trinity Christian School.

This Agreement sets forth the terms and conditions upon which the District agrees to provide lunches to the students at Trinity Christian School.

The term of this Agreement is for the school year 2011-12, commencing on September 8, 2011 and continuing through June 30, 2012.

Article II

Trinity Christian School retains the District as its agent to provide student lunches as described in this Agreement.

Article III

Food Service Responsibilities

Responsibilities of the District

The District shall prepare for Trinity Christian School student lunches based on confirmed count given.

The District shall be responsible for ensuring that all meals comply with the nutritional standards adopted by the United States Department of Agriculture (USDA) for the National School Lunch Program.

The District shall have no responsibility for the condition of care of said meals after receipt by Trinity Christian School.

The District shall supply to Trinity Christian School:

Total number of lunches given to La Mesa Middle School kitchen by 8:00 a.m. day of order beginning September 8, 2011 through June 30, 2012.

The District shall provide the students with a choice of one (1) hot entrée, a cold sandwich or chicken salad; canned fruit; whole fruit; tossed salad; carrot/jicama sticks; milk; plates and utensils.

The District shall deliver total lunch items by 11:00 a.m. and place items in appropriate oven and/or refrigerator at Trinity Christian School kitchen to maintain proper temperatures for said items.

The District shall return the same day of service to pick up all property owned by the District.

The District shall present Trinity Christian School with a monthly menu prior to the beginning of service.

The District shall submit to Trinity Christian School itemized invoices for the meals provided by the District on or before the last day of the month served.

Responsibilities of Trinity Christian School

Trinity Christian School shall notify the District of the number of meals needed no later than 8:00 a.m. on given day. Trinity Christian School shall be obligated to accept and pay for the number of meals requested.

Trinity Christian School shall be solely responsible for maintaining the proper temperatures of the meal components upon receipt from District and until they are consumed.

Trinity Christian School shall indemnify and hold the District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement.

Trinity Christian School shall advise the kitchen manager at La Mesa Middle School and Director of Child Nutrition verbally and in writing regarding participation adjustments.

Trinity Christian School shall pay the District \$2.50 for each lunch ordered (including milk and/or juice); however, no payment shall be made for meals that do not meet the detailed food specifications or do not otherwise meet the requirements of this Agreement.

Trinity Christian School shall pay the District within thirty (30) days of the invoice date for meals served.

This Agreement may be canceled by either party with 14 days notice.

La Mesa-Spring Valley School District

Trinity Christian School

Signature

Signature

Date: _____

Date: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1f New Business (Consent Calendar)
Approval of Institutional Memberships

Institutional memberships, in various organizations of special interest, provide the District with valuable program, technical, and political resources. Each year the list of organizations is reviewed for possible additions or deletions. Following is the proposed list of District institutional memberships for 2011-12.

<u>NAME OF ORGANIZATION</u>	<u>ESTIMATED FEE</u>
California Association of Educational Office Professionals	\$55
California Association of School Business Officials	\$744
California School Boards Association	\$14,450
California School Boards Association (GAMUT On-Line)	\$3,000
California School Boards Association (Manual Maintenance)	\$3,350
Industrial Storm Water Joint Powers Authority Group	\$3,496
Municipal Storm Water Management Group	\$6,893
North County Educational Purchasing Consortium	\$200
San Diego County School Boards Association	\$470

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize these institutional memberships for the 2011-12 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-2 New Business
Resolution 10-11-46, 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 10-11-46, to establish temporary transfer of funds from the San Diego County Auditor and County Treasurer.

RESOLUTION 10-11-46

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

County Office Use Only		
Date of	Amount of	
	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 _____, 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 2011-12 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 \$20,628,523; and

WHEREAS, taxes accrued to this district during the 2010-11 fiscal year were \$20,676,067; 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 2011-12 fiscal year to meet obligations incurred for maintenance purposes in the amount of:
(a) \$3,506,849 for the period from July 1 until August 31 not to exceed 17% of the authorized limit.

(b) \$17,534,245 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 2011-12 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 7th day of June, 2011 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, _____, Clerk/Secretary of the Governing Board of the _____ 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 of the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business
Resolution 10-11-47, 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.

On April 19, 2011 the Board took action to allow the District to enter into an agreement with the Facilities JPA to perform as construction management consultant to complete work for Prop. M projects. The District anticipates all remaining funds will be encumbered and expended as per this action and hence Fund 21 will not be utilized for interfund borrowing.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 10-11-47, to establish temporary interfund transfers between District governmental funds.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 10-11-47
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 2011-12 to temporarily transfer funds between District governmental funds, provided that all transfers are approved by the Superintendent or his designee:

PASSED AND ADOPTED by the Governing Board on June 7, 2011, 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 _____, 2011.

Clerk/Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-4 New Business
Resolution 10-11-48, 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 10-11-48, designating Brian Marshall and David Yoshihara as authorized representatives to execute all documents pertaining to PL 874.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 10-11-48
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 7th day of June 2011, 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 7th day of June 2011.

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-5 New Business
Resolution 10-11-49, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Bakersfield City School District for Smart Brand Smart Classroom Components, including Training

ROLL CALL VOTE

Pursuant to Sections 20118 and 20652 of the Public Contract Code, public agencies may purchase from a contract of another public agency under the same price, terms, and conditions as the bidding agency.

The District intends to purchase Smart Brand Smart Classroom components, including training from the Bakersfield City School District contract. Based upon the recommendation of the County Counsel, a resolution must be adopted to authorize this action.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 10-11-49, authorizing the purchase of the Smart Brand Smart Classroom components from Bakersfield City School District contract.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 10-11-49
AUTHORIZING CONTRACTING PURSUANT TO COOPERATIVE BID
AND AWARD DOCUMENTS FROM THE
BAKERSFIELD CITY SCHOOL DISTRICT**

On motion of Member_____, seconded by Member _____, the following resolution is adopted:

WHEREAS, the Bakersfield City School District has conducted a bid process through the sealed formal bid process as outlined in Public Contract Code Section 20111, the inclusion of both a public agency clause and a waiver clause to draw warrants in favor of the vendor rather than the awarding agency pursuant to Section 20118 of the Public Contract Code of California; and,

WHEREAS, this Board has determined it to be in the best interests of the District to purchase Smart Brand Smart Classroom components, including training, from the bid awarded by the Bakersfield City School District.; and,

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED the contract for the purchase of Smart Brand Smart Classroom components, including training, with IVS Computer Technology, Inc., is hereby authorized and approved and is subject to all terms, conditions, and documents as specified in the Bakersfield City School District bid#BD1006-1 and award documents.

BE IT FURTHER RESOLVED, ORDERED, AND DECLARED David Yoshihara, Assistant Superintendent, Business Services, is hereby authorized to execute the necessary contract documents with IVS Computer Technology, Inc., naming the District as contracting party.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 7th day of June 2011, 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 7th day of June 2011.

Brian Marshall, Secretary to the Board of Education

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-6 New Business
**Authorization to Enter into an Agreement with Christy White
Accountancy Corporation to Provide Audit Services**

During the 2010-2011 school year the District implemented a new attendance accounting system, Aeries. The Aeries system can support a digital signature process which eliminates the requirement for weekly paper reports printed and signed by teachers.

In order to utilize this more efficient electronic procedure for attendance accounting, the District must obtain approval from the California Department of Education. CDE requires an evaluation by the district's independent auditor to ensure that the attendance accounting system provides an acceptable level of integrity and internal control.

Christy White Accountancy Corporation provides services on a fee-for-service basis. The total fee for this contracted service is not to exceed \$2,500.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to enter into the attached agreement with Christy White Accountancy Corporation to provide audit services.



January 14, 2011

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

We are pleased to confirm our understanding of the services we are to provide to La Mesa-Spring Valley School District (the District) for an examination on the effectiveness of the District's internal control over attendance accounting, including its electronic attendance accounting system. We will examine the District's attendance accounting system as of June 30, 2011, and for the fiscal year then ended.

Examination Objectives

The objective of our examination is the expression of an opinion as to whether the District's attendance accounting system had an acceptable level of integrity as of June 30, 2011, and for the fiscal year then ended, based on California Department of Education's *Notice of Electronic Attendance Accounting and Teacher Signature Alternatives* dated August 3, 2009.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with attendance accounting laws and regulations. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute assurance that its attendance accounting system is operating effectively.

2727 Camino Del Rio South • Suite 219 • San Diego, CA 92108
tel. 619.270.8222 • fax. 619.260.9085
www.cwacpa.com

Licensed by the California Board of Accountancy

Management is responsible for making all attendance records and related information available to us. We understand that you will provide us with such information required for our examination and that you are responsible for the accuracy and completeness of that information. Responsibility for the attendance accounting system internal controls remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over attendance reporting and compliance.

Management is responsible for adjusting the attendance reports to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the examination taken as a whole.

Examination Procedures

An examination includes examining, on a test basis, evidence supporting the internal controls over the attendance accounting system; therefore, our examination will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the examination to obtain reasonable rather than absolute assurance about whether the attendance accounting system is operating without significant deficiencies, whether caused by error or fraud. Because an examination is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by us.

In addition, an examination is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the attendance accounting system. However, we will inform you of any material errors and any fraud that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in a report to management. Our responsibility is limited to the period covered by our examination and does not extend to matters that might arise during any later periods for which we are not engaged.

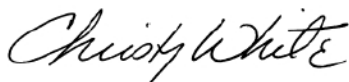
Examination Administration, Fees, and Other

The workpapers for this engagement are the property of Christy White Accountancy Corporation and constitute confidential information. The workpapers for this engagement will be retained for a minimum of three years after the date the accountant's report is issued or for any additional period requested by the District.

Our fee for these services will be at our standard hourly rate of \$110 not to exceed \$2,500. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the examination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,



Christy White, CPA
Christy White Accountancy Corporation

RESPONSE:

This letter correctly sets forth an examination on the effectiveness of the District's internal control over attendance accounting, including internal controls over the District's electronic attendance accounting system, for La Mesa-Spring Valley School District.

Signature

Title

Date

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-7 New Business
Acceptance of Gift – Eagle Scout Project

Ryan Miller, a Helix High School student and former La Mesa-Spring Valley School District Home School student, determined, as part of the requirement for earning his Eagle Scout rank, he would like to provide planter boxes with plants, gardening supplies and equipment, irrigation and signage at the Home School Site on Glen Street in La Mesa.

Ryan will donate all labor and materials used to build this project. Plans have been reviewed by the Maintenance Department and the project is expected to be completed by late June-early July.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept this gift with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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

ITEM NUMBER: LS-1 New Business
Acceptance of Gifts – Avondale, Fletcher Hills, Murray Manor, Rancho
and Rolando Elementary Schools

Avondale Elementary School PTA would like to donate \$1,152.25 to Avondale Elementary to be used for study trips.

Fletcher Hills Elementary School PTA would like to donate \$12,000.00 to Fletcher Hills Elementary to be used towards the purchase of iPods and iPads.

Romance Writers Association, San Diego Chapter, would like to donate a \$744.25 Barnes and Noble gift card to Fletcher Hills Elementary School to be used to purchase books.

Fresh and Easy Grocery Stores would like to donate \$1,421.35, the proceeds of a parent participation night at Fresh and Easy, to Fletcher Hills Elementary School to be used for instructional materials.

Murray Manor Elementary School PTA would like to donate \$2,196.00 to Murray Manor Elementary to be used for instructional materials and study trips.

Box Tops for Education would like to donate \$709.70 to Murray Manor Elementary School to be used for instructional materials.

Rancho Elementary School PTA would like to donate \$1,250.00 to Rancho Elementary to be used for the assembly, "Literature Comes to Life," and study trips.

Rolando Elementary School PTA would like to donate \$1,302.00 to Rolando Elementary for the Safety Patrol trip to Disneyland; and \$1,740 for the construction of three playground ball walls.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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

ITEM NUMBER: LS-2 New Business
Acceptance of Gift – La Mesa-Spring Valley Educational Foundation,
Minigrants

The La Mesa-Spring Valley Educational Foundation began the Minigrant Program in 1988 to promote the implementation of creative educational ideas. This fall 13 minigrant applications were submitted resulting in 8 projects being funded for a total of \$4,973.00.

All applications were judged against a set of predefined criteria. Attached is a brief description of the minigrants funded by the La Mesa-Spring Valley Educational Foundation for the period covering July 1, 2011, through December 31, 2011. The selected applications represent a broad range of curriculum areas that include language arts, history, and art.

ADMINISTRATIVE RECOMMENDATION

It is recommended this gift be accepted with thanks.

La Mesa-Spring Valley School District
Educational Foundation Minigrants
Spring 2011

1. Project Title: **Holocaust Memorial Wall-Butterfly Project**
Teacher/Applicant: Debra Lunamand
School: Spring Valley Middle School
Amount: \$700

Description: All 8th grade students will participate in the creation of a Holocaust Memorial Wall. Each student, along with Holocaust survivors invited to share their story, will create a ceramic butterfly to be placed on the wall. These butterflies represent the 1.5 million children who perished during the Holocaust.
2. Project Title: **Literature Books to Support Everyday Math**
Teacher/Applicant: Yvonne Cooper
School: Murdock Elementary School
Amount: \$320

Description: Math lessons taught to kindergarten students will be enhanced by access to recommended books listed in the teacher's guide for "Activities for Everyday Math," uniting Language arts and math curriculum.
3. Project Title: **Discovering the Microscopic World**
Teacher/Applicant: Karen Epler
School: La Mesa Middle School
Amount: \$750

Description: Using microscopes is an exciting and eye opening experience for many students. Grant monies will be used to purchase a digital microscope for 7th grade science classes. The digital microscope has an LCD screen allowing groups of students to view specimens at one time.
4. Project Title: **Discovering the Microscopic World**
Teacher/Applicant: Bill Carpenter
School: Spring Valley Middle School
Amount: \$750

Description: Using microscopes is an exciting and eye opening experience for many students. Grant monies will be used to purchase a digital microscope for 7th grade science classes. The digital microscope has an LCD screen allowing groups of students to view specimens at one time.

5. Project Title: **Interactions for Peace: Peace Patrol**
 Teacher/Applicant: Mary Matheson
 School: Highlands Elementary School
 Amount: \$475
- Description: Highlands Elementary School will be training 4 teachers and support personnel to teach 6th grade students how to engage kindergarten through third grade students in successful conflict resolution on the playground.
6. Project Title: **iTeach to Reach: Student Podcasting**
 Teacher/Applicant: Lori Wilcox
 School: Highlands
 Amount: \$478
- Description: 5th grade students will use the iPod Touch and flip MiniHD camera to create podcasts. These video and audio podcasts will showcase units of instruction, highlight student projects, and serve as a chronicle of their year.
7. Project Title: **La Mesa Middle School 8th Grade US History Day Faire**
 Teacher/Applicant: Eileen LaVine
 School: La Mesa Middle School
 Amount: \$750
- Description: In order for students to gain a deeper appreciation of the history and customs of American people from the Colonial to Civil War times, 8th grade students will participate in an annual 8th Grade History Faire. Students will be able to interact with re-enactors from a variety of time periods.
8. Project Title: **La Mesa Middle School 7th Grade Medieval Times/Renaissance Faire**
 Teacher/Applicant: Eileen LaVine
 School: La Mesa Middle School
 Amount: \$750
- Description: In order for students to gain a deeper appreciation of the history and customs of the Medieval & Renaissance period, 7th grade students will re-create and bring the middle ages to life at the 3rd annual Medieval Times and Renaissance Faire.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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

ITEM NUMBER: LS-3 New Business
Authorization to Enter into an Agreement with Calico Software Systems, Inc.

Calico Software Systems, Inc. will provide the District with a web Individualized Educational Program (IEP) template, data management, ongoing consulting services and staff training to support this program. The web IEP forms, which are used by a majority of districts in San Diego County, are approved by and reflect all changes required by California Department of Education.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to approved the attached agreement with Calico Software Systems, Inc.

AGREEMENT

This Agreement for Consulting services for La Mesa-Spring Valley School District is entered into this 1st day of July, 2011 by and between the La Mesa-Spring Valley School District, herein called the "Client" and Calico Software Systems, Inc., herein called the "Contractor," who agrees to provide the following services to the Client:

SCOPE OF SERVICES

SpEd Forms web IEP, evaluation forms, special ed database, custom reports, phone support, data management, imports and other issues (including some phone training if needed). Services support special education programs at La Mesa-Spring Valley School District.

TOBACCO-FREE FACILITY

The Client is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of Client Office property.

PERIOD OF AGREEMENT - INCEPTION AND TERMINATION DATES

July 1, 2011-June 30, 2012

FUND AVAILABILITY

Funding of this Agreement, if funded by the Client, is contingent upon appropriation and availability of funds. Work performed in advance of contract approval shall be done at the sole risk of Contractor.

COMPENSATION/COSTS AND PAYMENT SCHEDULE

District annual license fee (\$534) and per student annual license fee (\$5.34/per student as of Dec 1st 2010 pupil count of 1,502 for a total of \$8,554.68)
Support Services \$2,400.00
Maximum not to exceed \$10,954.68

RENEWAL TERMS

Required approval in writing.

CONFIDENTIALITY OF SERVICES OR WORK

As per the Individuals with Disabilities Education Act (IDEA)/HIPAA

OWNERSHIP OF DOCUMENTS OR WORK

Client

CONTRACTOR & CLIENT CONTACT PERSONS' NAMES & ADDRESSES

Darlene Faccone, Calico Software Systems, Inc. Phone: (760) 738-4050
1835A S. Centre City Pkwy #438, Escondido, CA 92025
Andrew Smith, Special Ed Director Phone: (619) 668-5700
4750 Date Ave, La Mesa CA 91941-5293

TERMINATION

This Agreement may be terminated by either party with a thirty (30) day written notice.

INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the Client.

HOLD HARMLESS

The Contractor agrees to hold harmless, defend, and to indemnify the Client, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, the Contractor's performance or lack thereof under this Agreement.

WORKERS' COMPENSATION

The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the Client the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

ASSIGNMENT/SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract by operation of law or otherwise any or all of their rights, burdens, duties, or obligations without the prior written consent of the Client.

AUDIT

The Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the Client and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

INSURANCE REQUIREMENTS

The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	<u>\$1,000,000</u> Amount
Auto Liability Comprehensive form - Owned, Nonowned Hired	Bodily Injury and Property Damage Combined	<u>\$100,000/\$300,000</u> \$50,000

GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

COMPLIANCE WITH LAW

The Contractor shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the La Mesa-Spring Valley School District Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**La Mesa-Spring Valley School District
SUPERINTENDENT OF SCHOOLS**

By (Authorized Signature)

Name (Type or Print)

Title

Date

CONTRACTOR



By (Authorized Signature)

Darlene Faccone
Name (Type or Print)

President
Title

4/5/2011
Date

33-0546723
Federal I.D. No./Social Security #

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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

ITEM NUMBER: LS-4 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, 2011 and ending June 30, 2012. 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: 36882

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

5 This AGREEMENT is hereby entered into this 18th day of May,
6 2011, 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, 2011, and ending on June 30, 2012,
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.

- 1 e. Certify to SUPERINTENDENT and STATE expenditures
- 2 represent costs that are eligible for federal financial
- 3 participation for that fiscal year.
- 4 f. If subcontracting for Program coordination and training,
- 5 provide SUPERINTENDENT with a copy of the DISTRICT'S
- 6 contract with vendor.
- 7 g. Ensure that DISTRICT'S designated MAA Coordinator
- 8 attends quarterly Region 9 LEC MAA Coordinators
- 9 trainings and meetings.
- 10 h. Adhere to timelines established by the STATE and
- 11 SUPERINTENDENT for completion of Program documentation
- 12 (e.g., Program invoices, time surveys, reports, etc.).
- 13 Respond in a timely manner to all STATE and
- 14 SUPERINTENDENT requests for information and
- 15 documentation.
- 16 i. Respond to SUPERINTENDENT reviews with information and
- 17 corrected documents upon request.
- 18 j. Work with SUPERINTENDENT to resolve any outstanding
- 19 matters.
- 20 k. Appeal SUPERINTENDENT decision through the statewide
- 21 Local Educational Consortium (LEC) Committee MAA LEA
- 22 Appeals Process if necessary.
- 23 l. Conduct time survey trainings for all DISTRICT survey
- 24 participants.
- 25 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 Invoices and
Claiming Unit Functions Grids 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 2011/2012 form, Appendix "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 2011/2012 fiscal
20 year exceed the amount of the STATE costs contracted with
21 SUPERINTENDENT for the 2010/2011 fiscal year, SUPERINTENDENT will
22 reduce DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S
23 share of 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 four and a half percent (4 1/2%) fee per quarterly claim which will
4 be used to 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 91941
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

18 BY: _____
19 Authorized Signature

20 PRINTED NAME: _____

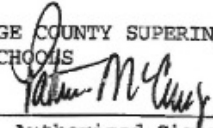
21 TITLE: _____

22 DATE: _____

23 _____
24 FEDERAL IDENTIFICATION NUMBER

25

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: 
Authorized Signature

PRINTED NAME: Patricia McCaughey

TITLE: Coordinator

DATE: May 18, 2011

LaMesaSpringValleySD-MAA(36882)12
Zip4

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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

ITEM NUMBER: LS-5 New Business
Authorization to Enter into an Agreement with Rady Children's Hospital
– San Diego for Vision and Hearing Screening

Rady's Children's Hospital has been providing state mandated vision and hearing screening to students of the District for over fifteen years. They provide qualified, credentialed nurses to complete the screening at each site. The team from Children's Hospital works collaboratively with the District's school nurses to assure the screenings are completed in a timely manner.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with Rady Children's Hospital - San Diego for Vision and Hearing Screening.

**AGREEMENT BETWEEN
RADY CHILDREN'S HOSPITAL-SAN DIEGO
AND
LA MESA-SPRING VALLEY SCHOOL DISTRICT**

This Agreement is dated as of July 1, 2011 by and between Rady Children's Hospital-San Diego, a California nonprofit public benefit corporation, ("CHILDREN'S") with its principal address at 3020 Children's Way, San Diego, California and La Mesa-Spring Valley School District ("SCHOOL") with its principal address at 4750 Date Avenue, La Mesa, California.

WHEREAS, CHILDREN'S is an acute care pediatric hospital duly licensed by the State of California and accredited by the Joint Commission ("JC") that provides school screening services ("Services").

WHEREAS, SCHOOL provides educational services to students who are in need of certain Services;

WHEREAS, SCHOOL desires to engage CHILDREN'S for the provision of Services on-site at SCHOOL in order to minimize disruption to student's educational experience and CHILDREN'S is willing to assume such responsibilities for the provision of these Services on the terms and conditions contained herein; and

WHEREAS, the parties desire to summarize their understandings concerning Services to be rendered and facilities to be provided by each to the other and payment therefore by each to the other.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Obligations of CHILDREN'S

1.1 CHILDREN'S agrees to designate a duly qualified credentialed School Nurse ("PROVIDER") to provide professional services set forth in the Description of Services (attached hereto as Exhibit 1.1).

1.2 CHILDREN'S shall ensure that at all times during the Term of this Agreement that PROVIDER: (1) is duly licensed to provide such Services in the State of California; (2) is in good standing with the applicable licensing board of California; (3) is covered by professional liability insurance in accordance with this Agreement; (4) complies with all applicable licensing requirements under California law; and (5) is, and remains, a participating provider in the federal and state government health care programs, including but not limited to Medicare and Medi-Cal programs (Titles XVIII and XIX of the Social Security Act, respectively).

1.3 CHILDREN'S shall be solely responsible for the compensation of PROVIDER providing Services under this Agreement. CHILDREN'S shall withhold all applicable federal, state

and local employment taxes and payroll insurance with respect to its PROVIDER insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms.

- 1.4 CHILDREN'S PROVIDERS will comply with the District policy and procedure of documentation of times when PROVIDER arrives and leaves the school campus.

2. Performance Standards. At all times during the Term of this Agreement, CHILDREN'S and PROVIDER shall use best efforts to ensure that PROVIDER shall comply with the following performance standards:

- 2.1 The PROVIDER shall provide services hereunder in a competent, professional and ethical manner, in accordance with prevailing standards of therapeutic practice, and all applicable statutes, regulations, rules, orders and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction.

- 2.2 The PROVIDER shall comply with all applicable federal, state and local laws and with orders or directives of any governmental agency, accrediting organization, peer review organization, or court of competent jurisdiction, including, but not limited to, the standards of the Joint Commission ("JC"), including but not limited to any and all applicable laws and standards relating to privacy, confidentiality, documentation and record retention.

3. SCHOOL Responsibilities.

- 3.1 The SCHOOL shall, at its sole expense, subject to regulatory and budgetary requirements, and any necessary approval of the School Board, which approval shall not be unreasonably withheld, furnish such space, facilities, and accommodations as may be reasonably necessary for the timely, professional and competent provision of Services. The SCHOOL shall, among other things, provide adequate work space for the PROVIDER to ensure the confidentiality and privacy of the provision of such Services.

- 3.2 The SCHOOL shall, at its sole expense, furnish ordinary janitorial service, waste and hazardous waste disposal, laundry, gas, water, heat, air conditioning, telephone and such electricity for light and power, and other utilities as are reasonably necessary for the proper provision of Services.

- 3.3 The SCHOOL shall assign appropriate individuals to assist with the supervision of students being brought to the screening, during the screening, and returning to their classroom.

4. Financial Terms

- 4.1 SCHOOL agrees to compensate CHILDREN'S for Services provided hereunder in accordance with Exhibit 4.1.

- 4.2 SCHOOL agrees that all revenue from the provision of Services shall belong to CHILDREN'S. CHILDREN'S shall have the sole responsibility for establishing, billing, and collecting all charges for Services rendered by PROVIDER to SCHOOL students.

- 4.3 SCHOOL shall neither bill nor collect for the provision of Services to students by CHILDREN'S.

5. Term

The term of this Agreement shall begin on July 1, 2011 and end on June 30, 2012. This Agreement may be renewed only by written agreement by both parties, unless sooner terminated as set forth below.

6. Termination

- 6.1 This Agreement may be terminated at any time by any party, with or without cause, by written notice to the other parties with thirty (30) days written notice during the Term of this Agreement.

- 6.2 Either party may terminate this Agreement immediately upon:

- 6.2.1 Any petition for bankruptcy, dissolution, liquidation, winding up of the affairs of, or the cessation of the provision of Services by CHILDREN'S;
- 6.2.2 CHILDREN'S failure to maintain the necessary regulatory approvals, licenses, or accreditations to operate an acute care pediatric hospital; or
- 6.2.3 A material breach by either party of any of their respective obligations under this Agreement if such breach remains uncured for more than thirty (30) days after the giving of written notice of the circumstances of the material breach. A waiver of the breach of any term or condition of this Agreement by either party shall not constitute a waiver of any concurrent or subsequent breach or breaches.

6.3 Effect of Termination

- 6.3.1 Upon termination of this Agreement, as provided above, no party shall have any further obligation hereunder, except for (1) obligations occurring prior to the date of termination, including but not limited to all payments for services rendered prior to and including the date of termination; and (2) obligations, promises, or covenants contained herein which are intended to extend beyond the term of this Agreement, including without limitation any indemnities, access to books and records, and confidentiality as herein required.
- 6.3.2 Upon termination or expiration of this Agreement, SCHOOL shall pay to CHILDREN'S the amount, if any, of monies accrued and due, but unpaid hereunder, as of the date of said termination or expiration.

7. Confidential Information

- 7.1 Compliance with Laws Governing Confidentiality and Privacy. SCHOOL acknowledges that CHILDREN'S is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA") and regulations promulgated thereunder ("HIPAA Regulations"). CHILDREN'S shall use reasonable efforts to preserve the confidentiality of Protected Health Information, as that term is defined by HIPAA Regulations. SCHOOL acknowledges and agrees that CHILDREN'S is permitted to use and disclose such information to the extent that such

use and disclosure is required or permitted by HIPAA, HIPAA Regulations and applicable state laws. SCHOOL and CHILDREN'S shall amend this Agreement as necessary to comply with any amendments to such laws or regulations and to comply with any regulations promulgated pursuant to such laws.

8. Indemnification and Insurance

8.1 The parties shall indemnify, defend, and hold each other harmless against any loss, cost, damage, liability, action, claims, cause of action, allegation, order, judgment, settlement, obligation or expense (including court costs, attorney's and consultant's fees) incurred by a party because of the negligent and/or unintentional acts or omissions of the other party, its employees, agents, and/or representatives.

8.2 CHILDREN'S shall, at its expense, obtain and maintain in force during the Term the following insurance coverage:

8.2.1 A policy of workers' compensation insurance, in amounts required by law, covering all CHILDREN'S employees;

8.2.3 A policy of professional and liability insurance covering the services to be provided by CHILDREN'S PROVIDER pursuant to this Agreement in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

8.3 SCHOOL shall, at its expense, obtain and maintain in force during the Term the following insurance coverage:

8.3.1 A policy of workers' compensation insurance, in amounts required by law, covering all SCHOOL employees; and

8.3.2 A policy of comprehensive general liability insurance and contractual liability with broad form property damage endorsement in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit with respect to personal injury, death, or damage to property.

8.4 Proof of Insurance. Upon request, but no more than annually, CHILDREN'S and SCHOOL shall each provide the other with Certificates of Insurance and such other proof of insurance reasonably satisfactory to evidence that the insurance required pursuant to this Agreement is in full force and effect.

8.5 Claims Made Insurance - Tail Coverage. If any policy of insurance required to be provided by either party, under this Section 8 is provided by a claims-made form of policy, the procuring party or parties shall only utilize such coverage if "tail" or extended reporting coverage for a period of at least five (5) years following the termination or expiration of the policy is available, and the procuring party shall notify the other party of the existence of such coverage.

9. Additional Terms

9.1 Relationship between the Parties/Representations.

- 9.1.1 None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not and shall not be construed to be in a relationship of joint venture, partnership or employer-employee. It is expressly understood and agreed that CHILDREN'S and SCHOOL shall at all times act as independent contractors. PROVIDER shall not have any claim under this Agreement against SCHOOL for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, health insurance benefits, unemployment insurance benefits, or employee benefits of any kind. SCHOOL shall not have nor exercise control or direction over the methods by which PROVIDER performs Services at SCHOOL.
- 9.1.2 Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name or the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided for herein.
- 9.2 Governing Law: This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed and construed by the laws of the State of California.
- 9.3 Benefit, Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither this Agreement nor any rights hereunder shall be assignable by either party without the express written approval of the other party.
- 9.4 Amendment: This Agreement may be amended, supplemented or modified only by written instrument executed by the parties. No waiver of any provision of this Agreement shall be binding unless executed in writing by the parties.
- 9.5 Severability: Should any provision of this Agreement or application thereof be held unenforceable or invalid, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.
- 9.6 Notice: Any notices, approvals, specifications, requests, consents, or demands required, permitted, or desired to be given hereunder shall be in writing and shall be considered effective as of the date of either (a) in hand delivery; (b) mailed by prepaid registered or certified mail, return receipt requested; or (c) sent by a nationally recognized overnight courier service addressed as follows:

AS TO CHILDREN'S:

Rady Children's Hospital – San Diego
3020 Children's Way, MC 5090
San Diego, California 92123-4282
Attention: Diana Chase, Supervisor, Government Affairs and School Health

AS TO SCHOOL:

La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, California 91941
Attention: David L. Kinzel, Coordinator, Student Interventions

- 9.7 Entire Agreement: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties.
- 9.8 Counterparts: This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below by their duly authorized representatives.

SCHOOL

By: David Kinzel
Its: Coordinator, Student Interventions
Date: _____

RADY CHILDREN'S HOSPITAL – SAN DIEGO

By: Margareta E. Norton
Its: Senior Vice President/Chief Operating Officer
Date: _____

EXHIBIT 1.1

DESCRIPTION OF SERVICES

CHILDREN'S shall provide:

- Specified mandated hearing, vision screening and retests for regular education and Special Education students (including new students)
- Documentation of results on A – Z class lists and a complete tally for each screening date in a format that can be translated for state reports.
- Written results and will be given to the School Health Office, or to the appropriate school personnel at the end of each screening day.
- Staff to provide rescreens for students that fail initial screening.
- Assurance that all personnel who provide the screening services have the necessary licensure and credentials and annual TB screening.
- Invoice SCHOOL on a monthly basis for Services provided in the preceding month.

The SCHOOL shall provide:

- The start time for each school in the district.
- The number of students enrolled in each grade to be screened at each school.
- The schedule for the students for each day of screening.
- Adequate and appropriate space for the screenings.
- Tables, chairs, and easy access to electrical outlets.
- A – Z class lists for each screener on the day of screening.
- The results to the parent/legal guardian and any applicable referrals.
- Remit payment to CHILDREN'S within thirty (30) days of receipt of invoice by CHILDREN'S

EXHIBIT 4.1

FINANCIAL TERMS FOR SERVICES BY CHILDREN'S

For Services SCHOOL shall pay to CHILDREN'S the following 2011-2012 School Screening Services Rates as follows below.

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$2.65
Initial screening of vision:	\$2.65
Initial screening of color perception:	\$2.65
Difficult to test hearing or vision screening:	\$5.65
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$61.50
Scoliosis initial and rescreens/Hourly rate-per screener:	\$61.50
Special Education screening or retest of hearing or vision/Hourly rate-per screener	\$61.50
School Nurse Hourly rate-per screener (rescreens special education, etc.):	\$61.50
Clerical Staff assisting with rescreens, special education, etc./Hourly rate Hourly Rate	\$24.60

**All rates are per screening unless otherwise indicated.*

CHILDREN'S shall invoice SCHOOL on a monthly basis for Services provided in the preceding month. SCHOOL shall remit payment to CHILDREN'S within thirty (30) days of receipt of invoice by CHILDREN'S

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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

ITEM NUMBER: LS-6 New Business
Ratification of Student Excursion – Spring Valley Middle School Boys to Men Mentoring Network (Sunrise Ranch)

The “Boys to Men Mentoring Network” sponsored a weekend event for Spring Valley Middle School (SVMS) boys at Sunrise Ranch on Mount Palomar beginning Friday, May 13 at 5:00 p.m. through Sunday, May 15, at 12:00 p.m. SVMS staff members Bruce Crenshaw and George Morris, along with other “Boys to Men” volunteers, accompanied a total of 29 students, 16 of which are current SVMS students.

The total cost of the event was \$8,400.00. “Boys to Men Mentoring Network” scholarships were able to cover all but \$255.00 of the cost. This balance was paid for by the students who attended. Transportation was provided by private vehicles.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify this student excursion.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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

ITEM NUMBER: LS-7 New Business
Ratification of Student Excursion – La Mesa and La Presa Middle
Schools (Museum of Man)

University of California San Diego (UCSD) Trio Education Talent Search sponsored a trip to the Museum of Man in Balboa Park on Saturday, May 14th for La Mesa (LMMS) and La Presa Middle School (LPMS) students. Approximately 24 students attended from LMMS and 7 from LPMS. UCSD staff chaperoned the students.

Students were picked up at their school by a bus contracted by UCSD at 9:00 a.m. and returned at 2:30 p.m. All costs associated with the event were paid for by UCSD Trio Education Talent Search.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify this student excursion.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011

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

ITEM NUMBER: LS-8 New Business
Authorization to Enter into Expanded Special Education Master
Contracts with Stein Education Center and TIEE – Cook Center

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.

At the July 20th, 2010 Board meeting, approval was granted to contract with Stein Education Center, a non-public school. The budget amount was \$103,600.00. Due to the enrollment of a new student it is necessary to increase the budget in a not-to exceed amount of \$6,000.00 for a total of \$109,600.00.

Also at the July 20, 2010 Board meeting, approval was granted to contract with TIEE - Cook Center, a non-public school. The budget amount was \$60,000.00. Due to the enrollment of a new student it is necessary to increase the budget in a not-to exceed amount of \$8,000.00 for a total of \$68,000.00.

Current encumbered cost for all nonpublic schools/agencies through 6/30/11	\$ 990,675.00
Expanded contract for Stein Education Center	\$ 6,000.00
Expanded contract for TIEE – Cook Center	\$ 8,000.00
Total encumbered cost for all nonpublic schools/ agencies through 6/30/11	\$1,004,675.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into expanded Master Contracts with Stein Education Center and TIEE – Cook Center for the 2010-11 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

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 7, 2011, 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 – June 7, 2011

CERTIFICATED:

Approval of Acceptance of Resignation:

Pendoley, Elaine C.	School Nurse (resignation – from leave)	06/10/11
---------------------	---	----------

Approval of Termination of Employment:

Mackie, Melissa M.	Teacher (39-month reemployment list)	05/13/11
--------------------	--------------------------------------	----------

Approval of Leave of Absence:

Bland, Erin J.	Teacher (family responsibilities – 20% leave)	06/13/11 – 06/15/12
Smith, Melanie E.	Teacher (child rearing – 50% leave)	06/13/11 – 06/15/12
Treadwell, Kathleen M.	Teacher, Learning Handicapped (child rearing – 20% leave)	06/13/11 – 06/15/12

Approval of Extension of Leave of Absence:

Dilling, Kimberly T.	Teacher (child rearing – 50% leave)	06/13/11 – 06/15/12
Platfoot, Lalita T.	Teacher (child rearing – 50% leave)	06/13/11 – 06/15/12
Wakayama, Tira S.	Teacher (child rearing)	06/13/11 – 06/15/12

Approval of Change of Employment Status: (Probationary to Tenure)

Gideon, Monica D.	Teacher, Autism	08/15/11
Halloran, Katherine M.	Teacher, Severely Handicapped	08/15/11
Izadi Calabrese, Clara S.	Psychologist	08/15/11
Marinkovich, Gayle E.	Speech-Language Pathologist	08/15/11
Sheldon, Rene S.	Resource Specialist	08/15/11
Smith, Tiffany L.	Teacher, Autism	08/15/11
Villegas, James R.	Teacher	08/15/11
Weber, Jennifer L.	Teacher, Severely Handicapped	08/15/11

Approval of Change of Assignment:

Reed, Christina R.	From: Teacher on Special Assignment	05/16/11
	To: Teacher	
Wear, Alexis L.	From: Teacher (temporary)	05/16/11 – 06/10/11
	To: Teacher on Special Assignment (temp)	

Approval of Change of Classification:

Seiter, Roland A.	From: IV-3	To: V-3	06/01/11
-------------------	------------	---------	----------

Approval of Placement on 24-Month Reemployment List:

Dingwall Goldkind, Karen L.	Teacher, Severely Handicapped	07/01/11
Espineli, Delyse	Resource Specialist	07/01/11
Keane, Lauren R.	Resource Specialist	07/01/11
Lynn, Greta	Teacher	07/01/11

Approval of Placement on 24 Month Reemployment List: (continued)

Meyers, Heidi M.	Teacher, Learning Handicapped	07/01/11
Seiter, Roland A.	Teacher	07/01/11
Sheldon, Rene S.	Resource Specialist	07/01/11

Approval of Placement on 39-Month Reemployment List:

Adamek, Christina M.	Teacher	07/01/11
Alexander, Karen G.	Counselor, Middle School (40%)	07/01/11
Allmann, Donna L.	Teacher	07/01/11
Ayati, Maryam R.	Teacher	07/01/11
Baker, Bonnalyn L.	Teacher	07/01/11
Batchelder, Elizabeth L.	Teacher	07/01/11
Begley, Michael J.	Teacher	07/01/11
Benjamin, Christina A.	Teacher	07/01/11
Brand, Veronica M.	Teacher	07/01/11
Bravence, Paloma P.	Teacher	07/01/11
Brierley, Nicole A.	Teacher	07/01/11
Brown, Rhonda L.	Teacher	07/01/11
Buck, Lindsay C.	Teacher	07/01/11
Castiglione, Michelle E.	Teacher	07/01/11
Castillo, Krystal N.	Teacher	07/01/11
Chalco, Veronica	Teacher	07/01/11
Christopher, James M.	Teacher	07/01/11
Conde, Serena M.	Teacher	07/01/11
Demuth, Nicole M.	Teacher	07/01/11
Devos, Paul S.	Resource Teacher	07/01/11
Dilling, Kimberly T.	Teacher	07/01/11
Dorsha, Johanna L.	Teacher	07/01/11
Dow, Amy S.	Teacher	07/01/11
Dowell, Joshua M.	Teacher	07/01/11
Duncan, Nicole D.	Teacher	07/01/11
Escamilla, Lorena	Teacher	07/01/11
Fleming, Emily M.	Teacher	07/01/11
Flores, Camden N.	Teacher	07/01/11
Frankenberger, Silvia	Teacher	07/01/11
Gaspar, Cathy A.	Teacher	07/01/11
George, Abby E.	Teacher	07/01/11
Gonzales, Megan J.	Teacher	07/01/11
Gordon, Jennifer L.	Teacher	07/01/11
Greever, June R.	Teacher	07/01/11
Griggs, Jennifer M.	Teacher	07/01/11
Hoffman, Gerald K.	Teacher	07/01/11
Juarez, Marsha M.	Teacher	07/01/11
Keaveny, Brandie V.	Teacher	07/01/11
Korbel, Adrienne C.	Teacher	07/01/11
Kroeger, Melissa H.	Teacher	07/01/11
Lambert, Julie	Resource Teacher	07/01/11
Lewandoski, Lindsay M.	Teacher	07/01/11
Littig, Laramie L.	Teacher	07/01/11
Lockwood, Amber L.	Teacher	07/01/11
Lodico, Joseph G.	Teacher	07/01/11
Lopez, Elizabeth	Teacher	07/01/11

Approval of Placement on 39-Month Reemployment List: (continued)

Lunde, Amber M.	Teacher	07/01/11
Marin, Adriana G.	Teacher	07/01/11
Marinesi, Vita R.	Teacher	07/01/11
Marshall, Laura	Teacher	07/01/11
Martin, Heather B.	Counselor, Elementary	07/01/11
Martinez, Natalie M.	Teacher	07/01/11
Mayen, Marjorie C.	Teacher	07/01/11
Medina, Melissa K.	Teacher	07/01/11
Mendoza, Brian J.	Teacher	07/01/11
Mills, Kellie M.	Teacher	07/01/11
Mortier, Rebecca N.	Teacher	07/01/11
Murphy, Wendy L.	Teacher	07/01/11
Nava, Oscar J.	Teacher	07/01/11
Neill, Margaret E.	Teacher	07/01/11
Palmer, Numila	Teacher	07/01/11
Pecorella, Karly E.	Teacher	07/01/11
Platfoot, Lalita T.	Teacher	07/01/11
Pourhashem, Sheila	Teacher	07/01/11
Prouty, Kealy M.	Teacher	07/01/11
Rackliffe, Elizabeth A.	Teacher	07/01/11
Rambo, Jennifer A.	Teacher	07/01/11
Reish, Jolene E.	Teacher	07/01/11
Rice, Meaghan E.	Teacher	07/01/11
Richardson, Katherine M.	Teacher	07/01/11
Riggs, Dana S.	Teacher	07/01/11
Riley, Bethany	Teacher	07/01/11
Rutledge, Stephanie L.	Teacher	07/01/11
Schulman, Maggie M.	Teacher	07/01/11
Sebok, Caren C.	Teacher	07/01/11
Sheeler, Steven R.	Teacher	07/01/11
Shellman, Nicole G.	Teacher	07/01/11
Shubert, Suzanne C.	Teacher	07/01/11
Shuruk, Francesca D.	Teacher	07/01/11
Sierra, Karla A.	Teacher	07/01/11
Smith, Scott	Resource Teacher	07/01/11
Symons, Amy M.	Teacher	07/01/11
Tavolazzi, Nicole	Teacher	07/01/11
Taylor, Kelly J.	Teacher	07/01/11
Thomas, JoAnn B.	Teacher	07/01/11
Toland, Claudette M.	Home Tutor	07/01/11
VanWulven, Karen G.	Teacher	07/01/11
Wakayama, Tira S.	Teacher	07/01/11
Wardell, Katharine L.	Teacher	07/01/11
Webster, Samantha A.	Teacher	07/01/11
Whitaker, Nichi R.	Teacher	07/01/11
Wilson, Angela R.	Teacher	07/01/11
Zarzan, Cary E.	Teacher	07/01/11
Zelt, Jean M.	Teacher	07/01/11

Approval of Employment of Certificated Personnel for the 2011 Special Education Extended School Year Summer School Program:

Bracher, Ticia E.	Hennessy, Barbara	Morse, George. C
Carter, Jennifer L.	Kevane, Colleen M.	Nafey, Catherine Y.
Evans, Mary Lou	Lindsey, Victoria L.	Nunez, Karen L.
Faeldonea-Manivanh, Jill	Lindstrom, Carolyn A.	Sipowicz, David J.
Foster, Caroline A.	Loch, Merlin E.	Wallace, Ann M.
Frischknecht, Marcia L.	Luschei, Pamela E.	Weber, Jennifer L.
Fulton, Roxanne E.	Malone, Julie D.	Zyrkowski, Ellen J.
Ghio, Carol B.	McBratney, Sandra L.	

CLASSIFIED:

Approval of Employment/Merit System:

ShIPLEY, Debra L.	Paraprofessional – Special Education	21-B	05/25/11
-------------------	--------------------------------------	------	----------

Approval of Termination of Employment:

Myers, Keith L.	Extended School Services Attendant (resigned)		05/13/11
-----------------	---	--	----------

Approval of Acceptance of Resignation/Merit System:

Smith, Cathleen C.	Health Aide (retiring)		07/16/11
--------------------	------------------------	--	----------

Approval of Change of Assignment:

Macias, Sandra M.	From: Paraprofessional – Bilingual	21-D	05/12/11
	To: Parent/Community Liaison	31-D	

Approval of Employment of Classified Personnel for the 2011 Special Education Extended School Year Summer School Program:

Bartley, Michele M.	Jedlicka, Deborah A.	Rognlien, Denise A.
Blatchford, Rosa M.	Jester, Cindy L.	Sackrider, Rose V.
Bowles, Leslie D.	Koppy, Marissa N.	Savaiinaea, Talaeseese T.
Calafato, Leslie	Kosar, Denise A.	Smith, Cathleen C.
Cusumano, Rita K.	Locklar, Marla C.	Smith, Jacqueline
Ellis, Jennifer L.	Lucas, Heidi R.	Stelzer, E. JoBeth
Ertz, Leanna	Meyers, Lilia P.	Swenson, Carole L.
Falos, Jilandia	Morbeau, Virginia G.	Tanner, Laurie J.
Fugate, Phyllis B.	Muller, Victoria A.	Teak, Beverly B.
Garcia, Amber R.	Paniagua, Leslie M.	Terry, Sharon H.
Goldman, Anne U.	Parker, Ruth E.	Thorpe, Sara A.
Green, Lisa A.	Phillips, Kathy L.	Veniegas, Laurene L.
Harris, Margaret J.	Pratt, Barbara A.	Vermeyen, Joann T.
Hidalgo, Elizabeth M.	Proctor, Julie A.	Willis, Pamela S.
Hyatt, Diane M.	Richardson, Margaret K.	Wood, June M.

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

DeGroot, Joni	Consultant	05/18/11 – 06/30/11
Hunter, Duncan L.	Lecturer/Presenter (Glen E. Murdock)	TBD
MLH Designs/M. Livingston	Lecturer/Presenter (La Mesa Middle)	05/23/11 – 06/10/11
Salzman, Lynette	Lecturer/Presenter (Bancroft)	08/10/11 – 08/11/11
San Diego Center for Vision Care	Consultant (Special Education)	06/08/11 – 06/30/11
Silvertunes Entertainment/R.J. Young	Lecturer/Presenter (Spring Valley Middle)	06/08/11

1.

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Waldorf School of San Diego Date 5-16-11
 Consultant/Lecturer/Presenter Name Joni DeGroot Soc Sec No. _____
 Name of Firm or Business _____ Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter LMT and School Psychologist, Del Mar Union School District

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split
	06	00	3010	000	1110	2140	5800	020	983	R	% \$
								8		R	

☒ Consultant ☐ Lecturer/Presenter Norman Sweet Date 5-18-11
 Signature, Principal or Department Head _____ Date _____

Additional Approval (if needed) _____ Date _____ Signature of Assistant Superintendent _____ Date 5-18-11

APPROVED FOR BOARD SUBMISSION: C. Bender Assistant Superintendent, Human Resources Date 5/25/11 Board Approval Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 16th day of May, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Joni DeGroot (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing 5-18-11 through 6-30-11 inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$30.71/hour not to exceed \$90.7 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.
Hold individual meetings with the families: teachers of eligible Title I students to discuss specific support strategies to facilitate each child's performance in the areas of reading/language arts and math.

9974 Rev. 9/06

Distribution: Accounting Contractor
Human Resources Originator

Form Subject to Change - Revised 7/21/10

Page 1

I:\data\shared\E-Forms\E-Form 9974 Lecturer Presenter.doc

8339

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES MAY 19 2010

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

Originating School or Department Glen E. Murdock Elementary School Date May 12, 2011
Consultant/Lecturer/Presenter Name Duncan L. Hunter Soc Sec No _____
Name of Firm or Business Duncan L. Hunter Taxpayer ID No (for 1099) _____
Address _____
Background and qualifications of Consultant/Lecturer/Presenter Former Congressman and Chairman of the House Armed Services Committee, United States Government; Presidential Candidate 2008

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
0												

☐ Consultant ☒ Lecturer/Presenter

Signature, Principal or Department Head

Date

Additional Approval (If needed)

Date

Signature of Assistant Superintendent

Date

APPROVED FOR BOARD
SUBMISSION

Assistant Superintendent, Human Resources

Date

Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 16 day of May, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District), and Duncan L. Hunter (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing May 2011, through June 2011, inclusive; or, services shall be provided on the following dates one day yet to be determined.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$0.00 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below, or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.
One time lecture on American government.

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

MAY 26 2011

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

Originating School or Department La Mesa Middle School Date 5/23/11
 Consultant/Lecturer/Presenter Name Martina Livingston Soc Sec No _____
 Name of Firm or Business MLH Designs Taxpayer ID No (for 1099) _____
 Address _____

Background and qualifications of Consultant/Lecturer/Presenter Demonstration and lecture concerning historical Arts & Sciences; blacksmithing, heraldry, country dancing, games, medicine, and costuming.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split \$
Donations	03	00	0000	191	1110	1000	5800	020	210			

☐ Consultant ☒ Lecturer/Presenter Beth Thomas Date 5/24/11
 Signature, Principal or Department Head

Additional Approval (If needed) _____ Date _____ Signature of Assistant Superintendent Karen Walker Date 5/26/11

APPROVED FOR BOARD SUBMISSION: C. Bender Date 6/31/11 Board Approval Date _____
 Assistant Superintendent, Human Resources

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 23rd day of May, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District*), and Martina Livingston MLH Designs (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing May 23, 2011, through June 10, 2011, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$400.00 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

See attached.

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Bancroft Date 4/29/2011
Consultant/Lecturer/Presenter Name Lynette Salzman Soc Sec No _____
Name of Firm or Business _____ Taxpayer ID No (for 1099) _____
Address _____
Background and qualifications of Consultant/Lecturer/Presenter Principal, Time to Teach trainer

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split
	06	00	0010	000	1110	2140	1100	091	430		%
								8			\$

☐ Consultant ☒ Lecturer/Presenter
Signature, Principal or Department Head [Signature] Date 5/16/11
Additional Approval (if needed) _____ Date _____
Signature of Assistant Superintendent [Signature] Date 5/16/11
APPROVED FOR BOARD SUBMISSION: Claudia Bender Date 5/31/11
Assistant Superintendent, Human Resources _____ Board Approval Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 29th day of April, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Lynette Salzman (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates August 10-11, 2011.
- COMPENSATION.** The District agrees to pay Contractor the amount of not to exceed \$3,000.00 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below, or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Provide two-day staff development training for Bancroft on the Time to Teach classroom behavior management program

(ADDITIONAL)

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

MAY 25 2011

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

Originating School or Department Special Education Date May 13, 2011
Consultant/Lecturer/Presenter Name Carl G. Hillier, O.D. Soc Sec No _____
Name of Firm or Business San Diego Center for Vision Care Taxpayer ID No (for 1099) _____
Address _____
Background and qualifications of Consultant/Lecturer/Presenter Vision therapy

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
Special Ed	06	00	6500	000	5001	3140	4800	095	536		100	
							5800					

☒ Consultant ☐ Lecturer/Presenter _____ Date May 13, 2011
Signature, Principal or Department Head _____ Date _____
Additional Approval (If needed) _____ Date 5/27/11 Signature of Assistant Superintendent _____ Date 5/25/11
APPROVED FOR BOARD SUBMISSION: _____ Date 5/31/11 Board Approval Date _____
Assistant Superintendent, Human Resources

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 8th day of June, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Carl G. Hillier, O.D. (hereafter "Contractor").

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

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

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

1. **EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
2. **TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing 6/8/11, through 6/30/11 inclusive; or, services shall be provided on the following dates _____ (not to exceed \$5,000.00)
3. **COMPENSATION.** The District agrees to pay Contractor the amount of \$157/hr, \$187 clinical prep; \$75 progress check w/report for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
4. **SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Providing vision therapy for students

8342

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

MAY 19 2010

Originating School or Department Spring Valley Middle School Date 4/22/11
Consultant/Lecturer/Presenter Name R. J. Young Soc Sec No _____
Name of Firm or Business Silvertunes Entertainment Taxpayer ID No (for 1099) _____
Address: _____
Background and qualifications of Consultant/Lecturer/Presenter Mr. Young has 15 years experience providing music and games for all occasions, including dances at Twin Peaks Middle in Poway Unified District and school dances for SVMS over the last 3 years.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split \$
ASB												\$395.00

☐ Consultant ☒ Lecturer/Presenter Donna Wright Date 4-25-11
Signature, Principal or Department Head _____ Date 5/20/11
Additional Approval (If needed) _____ Date _____ Signature of Assistant Superintendent _____ Date _____
APPROVED FOR BOARD SUBMISSION: Claudia Bender Date 5/25/11
Assistant Superintendent, Human Resources _____ Date _____ Board Approval Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 22 day of April, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Silvertunes Entertainment (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates 6/8/11 6:00-8:00pm.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$395.00 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

This company will provide DJ services and equipment for our after school dance for our 8th graders

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Resolution 10-11-50, Elimination of Classified Management Position –
Director, Information Technology

ROLL CALL VOTE

The attached Resolution 10-11-50 authorizes the elimination of one (1) classified management position effective August 1, 2011.

In response to a severe budget deficit, the Board approved a core educational program in February 2011 and directed staff to investigate ways to merge the Information Systems and Instructional Technology and Media Support departments. A task force developed a vision and mission for the newly created Technology and Learning Resources Department, and determined the new department is best served with one certificated director.

As a result, the classified position of Director, Information Technology will be eliminated. The incumbent may exercise bumping rights, resulting in one Programmer/Analyst being laid off.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution to eliminate one (1) classified management position pursuant to the District Rules and Regulations and applicable provisions of the Education Code of the State of California.

La Mesa-Spring Valley School District

**RESOLUTION 10-11-50
ELIMINATION OF CLASSIFIED MANAGEMENT POSITION**

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 District has been deficit spending and unfortunately must take steps to close the gap between revenues and expenditures, 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 August 1, 2011, certain services now being provided by the District be reduced or discontinued by the following extent:

Director, Information Technology 1 at 8 hours/day – eliminate

NOW, THEREFORE, BE IT RESOLVED as of the 1st day of August 2011, one (1) classified management position of the La Mesa-Spring Valley School District be eliminated to the extent set forth above.

BE IT FURTHER RESOLVED the Board authorizes the Superintendent to give notice to the affected classified employee that his/her position will be reduced or eliminated as of August 1, 2011, 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 layoff 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 7th day of June, 2011, 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 7th of June, 2011.

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations
Authorization to Establish Salaries for Certificated Management
Employees

The certificated management employees will work 191 days for the 2011-2012 school year. The attached salary schedule reflects a five percent (5%) decrease from the 2008-2009 salary schedule.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached Certificated Management Salary Schedule as presented, effective July 1, 2011.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Certificated Management Salary Schedule

Basic Policy: Salary schedules, payments, and payroll deductions for management personnel shall be specified in District Policy. (Policy Range: 4212)

Salary Schedule: A salary schedule for management personnel shall be adopted annually by the board of Education. Salaries for individual managers will be established in accordance with the adopted salary schedule and the accompanying provisions governing its use. In all but exceptional instances, the salary schedule adopted shall be effective with the beginning of the fiscal year.

Effective July 1, 2011		ANNUAL AND DAILY SALARY						
POSITION	Paid Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6-9	Longevity Step 10
Coordinator, Student Interventions	191	89,749 469.89	92,037 481.87	94,327 493.86	96,617 505.85	98,903 517.82	101,188 529.78	106,248 556.27
Vice Principal	191	89,749 469.89	92,037 481.87	94,327 493.86	96,617 505.85	98,903 517.82	101,188 529.78	106,248 556.27
Elementary Principal	191	100,672 527.08	103,048 539.52	105,419 551.93	107,791 564.35	110,165 576.78	112,535 589.19	118,162 618.65
Middle School Principal	191	102,575 537.04	104,945 549.45	107,321 561.89	109,699 574.34	112,073 586.77	114,445 599.19	120,167 629.15
Coordinator, English Language Services Coordinator, Extended School Services Coordinator, Instructional Technology and Media Services Coordinator, Special Education	201	94,448 469.89	96,856 481.87	99,266 493.86	101,676 505.85	104,082 517.82	106,486 529.78	111,810 556.27
Director, Curriculum & Staff Development Director, Special Education, Director, Technology and Learning Resources	201	105,943 527.08	108,444 539.52	110,938 551.93	113,434 564.35	115,933 576.78	118,427 589.19	124,348 618.65

updated 6/1/11

Less 2% of 2009-2010 Salary Schedule

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations
Authorization to Establish Work Schedule and Salaries for Classified
Management Employees

The classified management employees' work schedule will be reduced by thirteen (13) furlough days, which is equivalent to a five percent (5%) salary reduction from the 2008-2009 salary schedule. The attached salary schedule includes the furlough day agreement in the note section.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached Classified Management Salary Schedule as presented, effective July 1, 2011.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Classified Management Salary Schedule

Basic Policy: Salary schedules, payments, and payroll deductions for management personnel shall be specified in District Policy. (Policy Range: 4212)

Salary Schedule: A salary schedule for management personnel shall be adopted annually by the Board of Education. Salaries for individual managers will be established in accordance with the adopted salary schedule and the accompanying provisions governing its use. In all but exceptional instances, the salary schedule adopted shall be effective with the beginning of the fiscal year.

Effective July 1, 2011		ANNUAL AND DAILY SALARY						
POSITION	Paid Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6-9	Step 10
Director, Classified Personnel	*261	103,268	106,333	109,402	112,464	115,594	118,722	124,658
Director, Fiscal Services		395.68	407.41	419.16	430.90	442.89	454.87	477.62
Director, Information Systems	*261	102,216	105,347	108,471	111,600	114,728	117,856	123,749
		391.63	403.63	415.60	427.59	439.57	451.56	474.13
Director, Maintenance & Operations	*261	94,315	97,442	100,570	103,699	106,828	109,954	115,452
Director, Transportation and Warehouse		361.36	373.34	385.33	397.31	409.30	421.28	442.34
Director, Child Nutrition Services	*261	90,098	93,227	96,353	99,480	102,608	105,735	111,022
		345.20	357.19	369.17	381.15	393.13	405.11	425.37

updated 5/23/11

*Includes paid holidays and 22 vacation days for years 1-20; 22.5 vacation days for years 21-22; 23 vacation days for years 23-24;

24 vacation days for 25 years and thereafter.

Classified managers shall receive 12 sick days per year.

Classified managers shall receive medical, dental, and life insurance coverage as offered to Certificated managers.

**Included in the salaries set forth above is a \$175 per month business expense/mileage allowance. This amount (based on months worked) is included in each manager's annual salary and covers expenses incurred in the performance of their duties.

For 2011-2012, the Classified management salaries will be reduced by thirteen (13) Furlough days, which is equivalent to a 5 percent salary reduction.

Four (4) of these days will be taken January 3rd - January 6th, 2012.

The remaining nine (9) furlough days will be determined by the employee based on District needs, as approved by Assistant Superintendent, Human Resources.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-5 Human Resources Recommendations
Authorization to Establish Work Schedule and Salaries for Classified
Supervisory Employees

The classified supervisors' work schedule will be reduced by twelve (12) furlough days, which is equivalent to a four point five nine percent (4.59%) salary reduction from the 2008-2009 salary schedule. The attached salary schedule includes the furlough day agreement in the note section.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached Classified Supervisory Salary Schedule as presented, effective July 1, 2011.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Classified Supervisory Salary Schedule

Effective July 1, 2011	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-9	Years 10-14	Years 15-19	Years 20-24	Years 25+
	A	B	C	D	E	F	F + 5.0%	F + 10.0%	F + 15.0%	F + 20.0%
Supervisor, Extended School Services	54,615.00 4,551.25 26.26	57,274.00 4,772.83 27.54	60,076.00 5,006.33 28.88	62,940.00 5,245.00 30.26	65,978.00 5,498.17 31.72	69,187.00 5,765.58 33.26	72,646.00 6,053.83 34.93	76,106.00 6,342.17 36.59	79,565.00 6,630.42 38.25	83,024.00 6,918.67 39.92
Supervisor, Custodians	54,615.00 4,551.25 26.26	57,274.00 4,772.83 27.54	60,076.00 5,006.33 28.88	62,940.00 5,245.00 30.26	65,978.00 5,498.17 31.72	69,187.00 5,765.58 33.26	72,646.00 6,053.83 34.93	76,106.00 6,342.17 36.59	79,565.00 6,630.42 38.25	83,024.00 6,918.67 39.92
Supervisor, Maintenance	56,784.00 4,732.00 27.30	59,521.00 4,960.08 28.62	62,431.00 5,202.58 30.01	65,461.00 5,455.08 31.47	68,611.00 5,717.58 32.99	71,899.00 5,991.58 34.57	75,494.00 6,291.17 36.30	79,089.00 6,590.75 38.02	82,684.00 6,890.33 39.75	86,279.00 7,189.92 41.48
Supervisor, Transportation	56,784.00 4,732.00 27.30	59,521.00 4,960.08 28.62	62,431.00 5,202.58 30.01	65,461.00 5,455.08 31.47	68,611.00 5,717.58 32.99	71,899.00 5,991.58 34.57	75,494.00 6,291.17 36.30	79,089.00 6,590.75 38.02	82,684.00 6,890.33 39.75	86,279.00 7,189.92 41.48

updated 8/1/11

Supervisory staff are exempt from overtime.

Supervisory staff shall receive sick leave as specified for other classified employees and 22 vacation days for years 1-20;

22.5 vacation days for years 21-22; 23 vacation days for years 23-24; 24 vacation days for 25 years and thereafter.

Supervisory staff shall receive medical, dental and life insurance coverage as offered to other classified employees.

A Supervisor whose assigned work shift commences after 2:00 p.m. shall be paid a differential of 5% in addition to his/her regular rate of pay, excluding longevity.

For 2011-2012, the Supervisory staff salaries will be reduced by twelve (12) Furlough days, which is equivalent to a 4.50 percent salary reduction.

Four (4) of these days will be taken January 3rd - January 6th, 2012.

The remaining eight (8) furlough days will be determined by the employee based on District needs, as approved by Assistant Superintendent, Human Resources.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-6 Human Resources Recommendations
Authorization to Establish Work Schedule and Salaries for Confidential Employees

The confidential employees' work schedule will be reduced by twelve (12) furlough days, which is equivalent to a four point five nine percent (4.59%) salary reduction from the 2008-2009 salary schedule. The attached salary schedule includes the furlough day agreement in the note section.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached Confidential Salary Schedule as presented, effective July 1, 2011.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Confidential Salary Schedule

Effective July 1, 2011	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-9	Years 10-14	Years 15-19	Years 20-24	Years 25+
	A	B	C	D	E	F	F + 5.0%	F + 10.0%	F + 15.0%	F + 20.0%
Administrative Assistant	49,668.00	52,016.00	54,548.00	57,114.00	59,913.00	62,833.00	65,975.00	69,116.00	72,258.00	75,400.00
	4,139.00	4,334.67	4,545.67	4,759.50	4,992.75	5,236.08	5,497.92	5,759.67	6,021.50	6,283.33
	23.88	25.01	26.23	27.46	28.80	30.21	31.72	33.23	34.74	36.25
Internal Auditor	57,481.00	60,326.00	63,225.00	66,400.00	69,574.00	72,946.00	76,593.00	80,241.00	83,888.00	87,535.00
	4,790.08	5,027.17	5,268.75	5,533.33	5,797.83	6,078.83	6,382.75	6,686.75	6,990.67	7,294.58
	27.64	29.00	30.40	31.92	33.45	35.07	36.82	38.58	40.33	42.08
Executive Assistant to the Superintendent	60,085.00	62,993.00	66,018.00	69,283.00	72,613.00	76,163.00	79,971.00	83,779.00	87,587.00	91,396.00
	5,007.08	5,249.42	5,501.50	5,773.58	6,051.08	6,346.92	6,664.25	6,981.58	7,298.92	7,616.33
	28.89	30.29	31.74	33.31	34.91	36.62	38.45	40.28	42.11	43.94

updated 5/23/11

Confidential staff shall receive sick leave as specified for other classified employees and 22 vacation days for years 1-20; 22.5 vacation days for years 21-22; 23 vacation days for years 23-24; 24 vacation days for 25 years and thereafter.
 Confidential staff shall receive medical, dental and life insurance coverage as offered to other classified employees.
 The Rules and Regulations as determined by the Personnel Commission shall apply to confidential employees.

For 2011-2012, the confidential staff salaries will be reduced by twelve (12) Furlough days, which is equivalent to a 4.50 percent salary reduction.
 Four (4) of these days will be taken January 3rd - January 6th, 2012.
 The remaining eight (8) furlough days will be determined by the employee based on the District's needs, as approved by Assistant Superintendent, Human Resources.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-7 Human Resources Recommendations
Resolution 10-11-51, Elimination of Classified Positions

ROLL CALL VOTE

The attached Resolution 10-11-51 authorizes the elimination of seventeen (17) classified positions for the 2011-2012 school year.

In response to a severe budget deficit, the District defined a base “core program” in February 2011. The following eliminations are necessary to achieve cost savings in various departments. The District has met with CSEA, informed them of the eliminations, and negotiated the impacts and effects.

One (1) full-time Lead Printing Services position will be eliminated. The incumbent will be laid off and maintain reemployment rights for 39 months. It is anticipated that at their June meeting, the Personnel Commission will establish a new classification, Senior Publications Technician, for which the incumbent will be eligible.

One (1) full-time Publications Technician will be eliminated. The incumbent will be laid off and maintain reemployment rights for 39 months. It is anticipated that at their June meeting, the Personnel Commission will establish a new classification, Senior Publications Technician, for which the incumbent will be eligible.

Fifteen (15) 3-hour Guidance Aide positions will be eliminated due to the end of the Early Mental Health Initiative Grant. This is an annual process and incumbents will be rehired from the reemployment list if the grant is refunded in the fall.

The above eliminations will result in seventeen (17) employees being laid off.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution to eliminate seventeen (17) classified positions pursuant to the District Rules and Regulations and applicable provisions of the Education Code of the State of California.

La Mesa-Spring Valley School District

**RESOLUTION 10-11-51
ELIMINATION OF CLASSIFIED POSITIONS**

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 District has been deficit spending and unfortunately must take steps to close the gap between revenues and expenditures, 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 August 1, 2011, certain services now being provided by the District be reduced or discontinued by the following extent:

Guidance Aide	15 at 3 hours/day – eliminate
Lead Printing Services	1 at 8 hours/day – eliminate
Publications Technician	1 at 8 hours/day – eliminate

NOW, THEREFORE, BE IT RESOLVED as of the 1st day of August 2011, seventeen (17) classified positions of the La Mesa-Spring Valley School District be eliminated to the extent set forth above.

BE IT FURTHER RESOLVED the Board authorizes the Superintendent to give notice to the affected classified employee that his/her position will be reduced or eliminated as of August 1, 2011, 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 layoff 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 7th day of June, 2011, 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 7th of June, 2011.

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 7, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-8 Human Resources Recommendations
Resolution 10-11-52, Elimination of Classified Positions

ROLL CALL VOTE

The attached Resolution 10-11-52 authorizes the elimination of nine (9) classified positions for the 2011-2012 school year.

In response to a severe budget deficit, the District defined a base “core program” in February 2011. The following eliminations are necessary to achieve cost savings in various departments. The District has met with CSEA, informed them of the eliminations, and negotiated the impacts and effects.

Four (4) full-time Groundskeeper positions will be eliminated. The incumbents will be laid off and maintain reemployment rights for 39 months.

Five (5) full-time Skilled Maintenance Worker I positions will be eliminated. One incumbent is retiring and the other four incumbents will be laid off and maintain reemployment rights for 39 months.

The above eliminations will result in eight (8) employees being laid off.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution to eliminate nine (9) classified positions pursuant to the District Rules and Regulations and applicable provisions of the Education Code of the State of California.

La Mesa-Spring Valley School District

RESOLUTION 10-11-52

ELIMINATION OF CLASSIFIED POSITIONS

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 District has been deficit spending and unfortunately must take steps to close the gap between revenues and expenditures, 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 September 1, 2011, certain services now being provided by the District be reduced or discontinued by the following extent:

Groundskeeper	4 at 8 hours/day – eliminate
Skilled Maintenance Worker I	5 at 8 hours/day – eliminate

NOW, THEREFORE, BE IT RESOLVED as of the 1st day of September 2011, nine (9) classified positions of the La Mesa-Spring Valley School District be eliminated to the extent set forth above.

BE IT FURTHER RESOLVED the Board authorizes the Superintendent to give notice to the affected classified employee that his/her position will be reduced or eliminated as of September 1, 2011, 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 layoff 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 7th day of June, 2011, 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 7th of June, 2011.

Brian Marshall, Secretary to the Governing Board

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: May 17, 2011**

The meeting was called to order at 6:42 p.m. at the Education Service Center by the President, Mr. Winet.

CALL TO ORDER

Board members present: Baber, Duff, Halgren, Winet

**ESTABLISHMENT OF
QUORUM**

Board members absent: Turner

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

HEARING SESSION

HEARING

The President announced a hearing for anyone who wished to address the Board regarding Conference with Legal Counsel – Pending Litigation. There being no one wishing to address the Board, the session was closed.

Conference w/Legal Counsel

At 6:43 p.m. the President called for a recess.

CLOSED SESSION

CLOSED SESSION

At 6:43 p.m. the President called for a closed session to conference with legal counsel regarding pending litigation (one case). The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support; and Jack Sleeth Jr., Legal Counsel with Stutz Artiano Shinoff & Holtz, adjourned to the session, which was held in the Boardroom.

Member Turner arrived to the session at 6:48 p.m.

The President adjourned the closed session at 6:58 p.m.

At 7:00 p.m. the President reconvened the meeting.

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

**RE-ESTABLISHMENT OF
QUORUM**

Board members absent: None

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

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

It was moved by Turner, seconded by Halgren, and carried unanimously to approve the minutes of the regular meeting of May 1, 2011, as presented.

MINUTES
Approved as presented

COMMUNICATIONS

A ROSE (Recognition of Outstanding Service to Education) Award, sponsored by the LMSV Educational Foundation, was presented to Lois DeKock, Principal, Bancroft Elementary School, by Bancroft staff.

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding Spring Valley Middle School Marching Band excursion.

Invitation to attend Parkway Middle School's 50th Anniversary and Open House on May 25.

Memo from the Superintendent regarding the 2011 Promotion Schedule.

The Superintendent announced the District Retirement/Awards event on May 18.

AGENDA

It was moved by Turner, 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.

Jay Steiger, District parent and VP Legislation, Mt. Helix Council PTA, announced there was an excellent turnout at the recent rally and widespread media coverage. He stated CA State PTA supports the extension of revenues to make certain there is no drop in funding for students. He further announced another rally in Balboa Park on May 24.

The President announced a hearing for anyone who wished to address the Board regarding Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education. There being no one wishing to address the Board, the session was closed.

NEW BUSINESS

It was moved by Halgren, seconded by Duff, and carried unanimously to approve the Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education.

REPORTS OF OFFICERS OF THE BOARD

In March 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The objectives of the new standards are to improve the usefulness and comparability of fund balance information by reporting fund balance in more intuitive and meaningful components

COMMUNICATIONS

ROSE Award – Lois DeKock

K. Walker, Asst. Supt., LS
SVMS Marching Band
excursion

PKMS's 50th Anniversary/
Open House

B. Marshall, Superintendent
2011 Promotion Schedule

B. Marshall, Superintendent
Retirement/Awards Event

AGENDA

Approved as presented

HEARING(S)

General educational topics

J. Steiger, parent, VP Legis.
Rallies and extension of
revenues

Tentative Agrmt. Between
CSEA/Board of Education

NEW BUSINESS

**Tentative Agrmt. between
CSEA (Chapter 419) & Board**
Approved

REPORTS

Governmental Accounting
Standards Board, Statement 54
(GASB 54)

and clarifying the definitions of the types of governmental funds. David Yoshihara, Assistant Superintendent, Business Services, presented information regarding GASB 54 and responded to clarifying questions.

The District's 2010-11 projected revenues and expenditures have been updated to reflect the latest information since the Second Interim Report was presented to the Board on March 15, 2011. The 2010-11 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. David Yoshihara, Assistant Superintendent, Business Services, presented this updated information to the Board and responded to clarifying questions.

NEW BUSINESS (cont.)

It was moved by Duff, seconded by Halgren, and carried unanimously to approve the 2010-11 Third Interim Report.

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

Purchase Orders E23066 through E23123 totaling \$228,214.57

Warrants April 26, 2011 through April 29, 2011 totaling \$188,572.23

Zero (0) checks have been processed since the last Board meeting

Rejection of Claim – San Diego Trolley, Inc.

Rejection of Claim – Wawanesa Insurance Company

Acceptance of Work for the Completion of the Special Education Play Area Project at Fletcher Hills Elementary School, Bid #FB2-10/11; and Authorization to File Notice of Completion

It was moved by Duff, seconded by Halgren, and carried unanimously to adopt Resolutions 10-11-41 through 10-11-44, Designating Authorized Agents and Signatures.

It was moved by Halgren, seconded by Duff, and carried unanimously to adopt Resolution 10-11-45, Authorizing Contracting Pursuant to the CMAS Government Purchasing Alliance Purchasing Cooperative Bid for Audio Systems.

It was moved by Duff, seconded by Turner, and carried unanimously to accept the following gift with thanks: \$888.00 from Avondale Elementary School PTA to Avondale Elementary to be used for study trips.

2010-11 Third Interim Report

NEW BUSINESS (cont.)

2010-11 Third Interim Report
Approved

Consent Calendar
Approved

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Rejection of Claim – SD
Trolley, Inc.

Rejection of Claim – Wawanesa
Insurance Company

Acceptance of Work for Special
Education Play Area at FLH

**Reso. 41-44, Designating
Authorized Agents/Signatures**
Adopted

**Res. 45, Authorizing
Contracting for Audio
Systems**
Adopted

Gifts – AVO
Accepted with thanks

It was moved by Halgren, seconded by Turner, and carried unanimously to authorize staff to enter into a Memorandum of Agreement with Paradigm Health Care Services, Inc.

**MOU with Paradigm Health
Care Services, Inc.**
Authorized

HUMAN RESOURCES RECOMMENDATIONS

HR RECOMMENDATIONS

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

**Human Resources
Recommendations**
Approved as amended

It was moved by Turner, seconded by Halgren, and carried unanimously to authorize staff to Contract with Local Colleges, Universities and High School Districts for student teaching and professional training programs, including work study programs – University of Southern California.

**Contract with local colleges
etc. for student teaching,
work study programs etc.—
Univ. of So. California**
Authorized

It was moved by Halgren, seconded by Duff, and carried unanimously to adopt Declaration of Need for Fully Qualified Educators.

**Declaration of Need for Fully
Qualified Educators**
Adopted

It was moved by Duff, seconded by Halgren, and carried unanimously to establish the position of Director, Technology and Learning Resources.

**Director, Technology &
Learning Resources**
Position established

It was moved by Halgren, seconded by Turner, and carried unanimously to establish the position of Data Coach.

Data Coach
Position established

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 6 (Duff/Bender), June 7 (Turner/Walker), June 8 (Duff/Marshall), and June 9 (Halgren/Yoshihara); LPMS: June 10 (Baber/Yoshihara); LMMS: June 10 (Winet/Marshall); SVMS: June 10 (Halgren/Walker) and Quest Academy: June 10 (Winet/Marshall).

Mr. Baber requested additional information regarding the 2010 Base Academic Performance Index, as provided by Dr. Walker in a memo to the Board on 5/10/11. Walker will bring additional information to the Board at an upcoming meeting.

Mrs. Halgren announced she attended the California School Boards Association (CSBA) Delegate Assembly meeting in Sacramento May 14-15.

Dr. Turner announced she attended the CSBA Board of Directors meeting in Sacramento and participated in Legislative Action Day at the Capitol in order to gather legislators' support for education. In addition, legislators have been invited to San Diego the second week in June.

Mr. Duff announced he attended the American Cancer Society's Relay for Life event held at La Mesa Middle School on May 14 and said it was well attended.

Mr. Winet announced he and Dr. Mark Arapostathis are planning to attend a meeting with Supervisor Dianne Jacob regarding the Jr. Seau field.

At 9:00 p.m. the President announced a recess.

CLOSED SESSION

At 9:15 p.m. the President called for a closed session to discuss Negotiations Update – LMSV Teachers Association; Negotiations Update – California School Employees Association (CSEA), Chapter 419; Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups; Public Employee Discipline/Dismissal/Release; and Discussion regarding Public Employee Appointment (Elementary Principal). The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 9:48 p.m. the President reconvened the meeting and announced the Board took the following action in closed session:

It was moved by Halgren, seconded by Duff, and carried unanimously to suspend a classified employee (File 05-17-11-01) for one (1) day.

Suspension of a classified employee

NEW BUSINESS (cont.)

It was moved by Duff, seconded by Halgren, and carried unanimously to appoint Kelly Rabasco as Elementary Principal as of July 1, 2011.

NEW BUSINESS (cont.)

**Appointment of
Elementary Principal**
Appointed Kelly Rabasco

The meeting was adjourned at 9:50 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 7, 2011.

Bob Duff, Clerk of the Board of Education