

La Mesa-Spring Valley School District

Board of Education

June 17, 2014

Our Purpose

To Inspire Learning and Respect

Our Vision

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

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

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR SESSION: Tuesday, June 17, 2014 - 7:00 P.M.
SPECIAL SESSION: 6:15 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

1. Call to Order
2. Establishment of Quorum

NOTE: Items scheduled for the 6:15 p.m. closed session not concluded by 7:00 p.m. will be continued to closed session at the end of the meeting.

Action

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation (GC 54956)

OPENING PROCEDURE (cont.)

1. Call to Order
2. Pledge of Allegiance

MINUTES OF PREVIOUS MEETING

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education
2. Public Hearing – Agreement Between the La Mesa-Spring Valley Teachers Association and the Board of Education

NEW BUSINESS

HUMAN RESOURCES RECOMMENDATIONS

1. Approval of Agreement Between the La Mesa-Spring Valley Teachers Association and the Board of Education

Action

REPORTS OF OFFICERS OF THE BOARD

1. La Presa Middle School Science, Technology, Engineering, Arts and Mathematics (STEAM) Program

Information

NEW BUSINESS (cont.)

SUPERINTENDENT

- | | | |
|----|---|--------|
| 1. | Acceptance of La Presa Middle School Science, Technology, Engineering, Arts and Mathematics (STEAM) Program | Action |
| 2. | Adoption of Board Policy Updates | Action |
| 3. | Authorization to Enter into an Agreement with Dannis Woliver Kelley for Professional Services | Action |
| 4. | Authorization to Enter into an Agreement with Stutz Artiano Shinoff & Holtz for Professional Services | Action |
| 5. | Authorization to Enter into an Agreement with Fagen Friedman & Fulfrost, LLP for Professional Services | Action |

LEARNING SUPPORT

- | | | |
|----|---|--------|
| 1. | Authorization to Adopt Local Control and Accountability Plan (LCAP) | Action |
|----|---|--------|

BUSINESS SERVICES

- | | | |
|----|---|--------|
| 1. | Consent Calendar* | Action |
| | a. Ratification of Purchase Orders and Warrants | |
| | b. Award of Bid for Asphaltic Concrete | |
| | c. Award of Bid for Digital Duplicator Machines (Cost Per Copy Program) | |
| | d. Authorization to Enter into Agreements with St. Martin of Tours Academy, College Preparatory Middle School, and Trinity Christian School to Provide Nutritious Lunches | |
| | e. Authorization to Enter into an Agreement with School Services of California | |
| 2. | Adoption of 2014-15 District Budget | Action |
| 3. | Authorization to Reappoint Citizens' Bond Oversight Committee (CBOC) Members | Action |
| 4. | Authorization to Submit the Consolidated Application for the 2014-15 School Year to the California Department of Education | Action |

- | | | |
|----|---|-------------------|
| 5. | Resolution 13-14-27, Authorizing the District to Spend Funds Received in 2014-15 from the Education Protection Account in Accordance with Article XIII, Section 36 of the California Constitution | Roll Call
Vote |
| 6. | Resolution 13-14-28, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Santa Clarita Unified School District for Frozen, Dry, Refrigerated and USDA Commodity Food Items | Roll Call
Vote |
| 7. | Resolution 13-14-29 to Claim Lost Days for Child Development Programs | Roll Call
Vote |
| 8. | Authorization to File an Affidavit with the California Department of Education, Requesting Substitution of Attendance for Actual Days of Attendance in Accordance with the Provisions of Education Code 46392 | Action |

LEARNING SUPPORT (cont.)

- | | | |
|----|---|--------|
| 2. | Authorization to Approve Local Education Agency Plan | Action |
| 3. | Authorization to Enter Into an Agreement with San Diego County Office of Education for the Fit to Learn, Fit for Life Project | Action |
| 4. | Authorization to Enter into Agreements with San Diego County Office of Education to Participate in Science Outreach Programs and Marine Science Floating Lab | Action |
| 5. | Authorization to Enter into Special Education Master Contracts for the 2014-15 School Year | Action |

HUMAN RESOURCES RECOMMENDATIONS (cont.)

- | | | |
|----|--|--------|
| 2. | Standard Human Resources Recommendations | Action |
| 3. | Approval of Variable Term Waiver Request | Action |
| 4. | Adoption of 2015-16 and 2016-17 School Calendars | Action |
| 5. | Approval to Establish New Classified Supervisory Position of Supervisor, Child Nutrition Services with Recommended Annual Salary of \$54,615 (Step A) to \$69,187 (Step F), and Revision to Classified Supervisory Salary Schedule | Action |

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)
2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)
3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)
4. Conference with Legal Counsel – Existing Litigation (Pinachio v. LMSVSD) (GC 54956.9)

ADJOURNMENT

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

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

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

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 17, 2014

PREPARED BY: **Brian Marshall**
 Superintendent

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

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

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

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

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: H-2 Public Hearing
Agreement Between the La Mesa-Spring Valley Teachers Association and the Board of Education

A public hearing on the Agreement between the La Mesa-Spring Valley Teachers Association and the Board of Education has been scheduled. The purpose of the hearing is to afford members of the community an opportunity to respond to proposed contract amendments and master calendars for the 2015-2016 and 2016-2017 school years. Copies of the contract amendments and master calendars have been made available to the public.

As a result of the negotiations process, a successor contract has been approved by the La Mesa-Spring Valley Teachers Association bargaining team and ratified by the La Mesa-Spring Valley Teachers Association.

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 17, 2014**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Approval of Agreement Between the La Mesa-Spring Valley Teachers
Association and the Board of Education

Action Item

The La Mesa-Spring Valley School District and the La Mesa-Spring Valley Teachers Association recently completed negotiations for a successor contract for the current collective bargaining agreement which expires on June 30, 2014, and includes draft master calendars for the 2015-2016 and 2016-2017 school years.

Copies of the contract amendments and draft master calendars were made available to the public.

The amendments to the Agreement have been approved by the La Mesa-Spring Valley Teachers Association bargaining team and ratified by the membership.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the enclosed Agreement as presented.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **R-1 Reports of Officers of the Board**
 La Presa Middle School Science, Technology, Engineering, Arts and
 Mathematics (STEAM) Program

The establishment of a Science, Technology, Engineering, and Mathematics (STEM) program within the district was identified as a priority during the LMSV 20/20 listening sessions. La Presa Middle School (LPMS) has offered a STEM elective for the past five years as part of their schedule. In addition, La Presa Middle staff members have received training specific to STEM programs. LPMS is an ideal site to develop and implement the first STEM program within the La Mesa-Spring Valley School District. Recently, the addition of the arts into STEM programs has gained popularity, making a STEAM (Science, Technology, Engineering, Arts, and Mathematics) program. LPMS has a strong arts program and would like to integrate the existing LPMS arts program into their STEM planning, yielding a STEAM program.

Mike Allmann, Principal, La Presa Middle School, will present an outline of a STEAM program for LPMS and respond to clarifying questions.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-1 New Business** **Action Item**
 Acceptance of La Presa Middle School Science, Technology, Engineering,
 Arts and Mathematics (STEAM) Program

District Staff would like to continue planning for a Science, Technology, Engineering, Arts and Math (STEAM) Program at La Presa Middle School.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept the La Presa Middle School Science, Technology, Engineering, Arts and Mathematics (STEAM) Program Report as presented and direct staff to continue to plan for implementation in the 2015-16 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: **Brian Marshall**
 Superintendent

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

Action Item

Below is a comparison charts showing the latest policy updates and noting any substantial changes.

Policy No.	Significant Changes
BP 1312.3	Uniform Complaint Procedures This policy will be amended in response to a requirement of the California Department of Education to include reference to the Local Control Funding Formula (LCFF) and the Local Control Accountability Plan (LCAP) implementation process.
BP 5141.33	Head Lice This policy will be updated to reflect the latest guidelines from the California Dept. of Health as it relates to the identification and treatment of head lice.

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: S-3 New Business **Action Item**
Authorization to Enter into an Agreement with Dannis Woliver Kelley for
Professional Services

The law firm of Miller Brown & Dannis 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 2014-15 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 2014-15 school year.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2014, 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, 2014, through and including June 30, 2015, 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 twenty-five dollars (\$225) to three hundred dollars (\$300) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. The hourly rate for Gregory Dannis will be three hundred twenty-five dollars (\$325). Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

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.

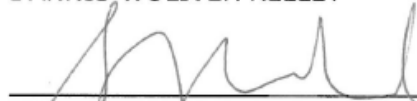
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

LA MESA-SPRING VALLEY UNIFIED SCHOOL DISTRICT

Brian Marshall
Superintendent

Date

DANNIS WOLIVER KELLEY



Sarah L. W. Sutherland
Attorney at Law

8/12/14

Date

At its public meeting of _____, 2014, 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 17, 2014**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-4 New Business**
 Ratification of Agreement with Stutz Artiano Shinoff & Holtz for
 Professional Services

Action Item

The law firm of Stutz Artiano Shinoff & Holtz is currently representing the District in ongoing legal matters. In order to provide consistency in these cases, it is necessary to enter into the attached agreement for professional services for the 2014-15 school year.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached agreement with Stutz Artiano Shinoff & Holtz for Professional Services for the 2014-15 school year.

ATTORNEY - CLIENT RETAINER AGREEMENT

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

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

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

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

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

- a. Paralegal services at \$80.00 per hour;
- b. Associate attorneys' time at \$190.00 per hour; and,
- c. Partner's time at \$200.00 per hour.

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

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

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

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

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

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

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

8. **DURATION:** This agreement shall be effective for the period of July 1, 2014 through June 30, 2015 and continuing unless terminated by either party.

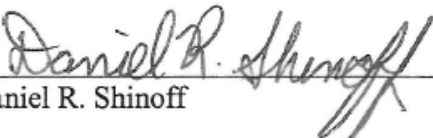
DATED: _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____
Brian Marshall, Superintendent

DATED: 5/21/14

STUTZ ARTIANO SHINOFF & HOLTZ, APC

By: 
Daniel R. Shinoff

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 16, 2009**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-5 New Business**

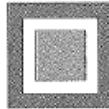
Action Item

**Authorization to Enter into an Agreement with Fagen Friedman &
Fulfroft, LLP for Professional Services**

The law firm of Fagen, Friedman & Fulfroft, 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 2014-15 school year.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Agreement with Fagen Friedman & Fulfroft, LLP for Legal Services for the 2014-15 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, 2014:

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. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. 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 and the actual rate billed is based on the attorney's number of years of experience.

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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

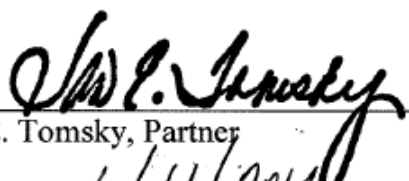
THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

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



Jan E. Tomskey, Partner

DATE: _____

DATE: 6/11/2014

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014

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

ITEM NUMBER: LS-1 New Business
Authorization to Adopt the Local Control Accountability Plan

Action Item

The Local Control Funding Formula (LCFF) is a historic shift in California public school funding. Instead of allocating funds for programs and services the state determines are a priority, the new formula gives local school boards more decision-making authority over how to allocate resources in a way that improves opportunity and achievement for all students. The new funding model specifically addresses the needs of students with greater needs—such as English learners, students from low income families and Foster Youth, and requires districts to increase and/or improve the outcomes for these students. LCFF provides “base grant” funding, which is for all students, and also provides “supplemental and concentration” funding for the “targeted” students. In addition to additional resources for these “targeted” students, the LCFF provides for more stakeholder involvement, accountability and transparency.

The Local Control Accountability Plan (LCAP) is the accountability plan associated with LCFF. This plan is divided into three sections. Section 1 describes the process used by the district to ensure stakeholder involvement and the impact of stakeholder input on the plan. Section 2 describes the goals of the plan the how those goals will be measured. California Education Code 52060c requires district goals be aligned with the eight State priorities. Section 3A describes the actions that will be taken to meet the goals for all students, as well as the cost of the actions and the funding source. Section 3B includes the actions and services that are specifically targeted to the unduplicated populations. Section 3C identifies the dollar amount of the Proportionality Calculation and describes the services that the district is providing using these funds. Section 3D describes how the district is meeting the proportionality requirement by providing increased and/or improved services for the unduplicated student population as compared to all students.

As required, the LCAP was created with input from all stakeholders and has been reviewed by the District Advisory Committee (DAC) and District English Learner Advisory Committee (DELAC).

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to adopt the enclosed Local Control Accountability Plan.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

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

Action Item

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: 66 purchase orders have been processed, numbered H54269 through H54334, totaling \$119,366.04.
- II. Warrants: 113 warrants have been issued, dated May 28, 2014 through May 30, 2014, totaling \$251,505.14.
- 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 17, 2014**

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

ITEM NUMBER: **B-1b New Business (Consent Calendar)**
 Award of Bid for Asphaltic Concrete

Action Item

On May 28, 2014, at 2:00 p.m., the District opened bids for asphaltic concrete. Bids were advertised by the Purchasing Department in accordance with the law and distributed to seven (7) bidders. Five (5) bids were received by the date and time specified in the bid documents as shown on the attached summary.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board award the bid for asphaltic concrete to the responsible bidder submitting the lowest responsive bid, Frank and Son Paving, Inc., for an amount not to exceed \$203,675.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
PURCHASING DEPARTMENT
4750 DATE AVENUE
LA MESA, CA 91942**

ASPHALTIC CONCRETE

BID: FB3-13/14

DATE/TIME: MAY 28, 2014 – 2:00 PM

BID SUMMARY

	GRAND TOTAL
FRANK AND SON PAVING, INC.	\$203,675
ASPHALT & CONCRETE ENTERPRISES, INC.	\$275,430
J & S ASPHALT	\$258,290
KIRK PAVING, INC.	\$229,475
SRM CONTRACTING & PAVING	\$286,020

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: B-1c New Business (Consent Calendar) **Action Item**
Award of Bid for Digital Duplicator Machines (Cost Per Copy Program)

On May 29, 2014, at 2:00 p.m., the District opened bids for digital duplicator machines (cost per copy program). Bids were advertised by the Purchasing Department in accordance with the law and distributed to five (5) bidders. One (1) bid was received by the date and time specified in the bid documents as shown on the attached summary.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the bid for the digital duplicator machines (cost per copy program) to the responsible bidder submitting the lowest responsive bid, Witt Company, for an amount not to exceed \$313,100 per year.

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

DIGITAL DUPLICATOR MACHINES (COST PER COPY PROGRAM)

BID NUMBER: FB4-13/14

BID DATE/TIME: MAY 29, 2014 @ 2:00 P.M.

BID SUMMARY

BIDDER	AMOUNT
WITT COMPANY	\$313,100

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
 Assistant Superintendent, Business Services

ITEM NUMBER:	B-1d New Business (Consent Calendar)	<table border="1" style="margin:auto"><tr><td>Action Item</td></tr></table>	Action Item
Action Item			
	Authorization to Enter into Agreements with St. Martin of Tours Academy, College Preparatory Middle School, and Trinity Christian School to Provide Nutritious Lunches		

For several years, the District has been providing nutritious lunches to St. Martin of Tours Academy, College Preparatory Middle School, and Trinity Christian School.

To cover all labor and food costs, St. Martin of Tours Academy will be charged \$3.25 per meal, College Preparatory Middle School will be charged \$3.50 per meal and Trinity Christian School will be charged \$2.75 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 daily student lunch participation for the 2013-14 school year was 55-70 lunches at St. Martin of Tours Academy, 60 lunches at College Preparatory Middle School, and 55 lunches at Trinity Christian School.

Approval of the attached agreements would generate a positive income to the Cafeteria Fund for the 2014-15 school year, with additional income being received from federal and state reimbursements.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to enter into the attached agreements with St. Martin of Tours Academy, College Preparatory Middle School, and Trinity Christian School.

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

Article I

B. 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 2014-15, commencing on September 2, 2014 and continuing through June 30, 2015.

Article II

C. Relationship of the Parties

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

Article III

D. 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 ten-days 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 \$3.25 per student lunch. The cost of milk is included in the price.

Milk may be purchased separately at \$.50 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 2, 2014 through June 30, 2015, 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
College Preparatory Middle School

Article I

E. Introduction

This agreement is between the La Mesa-Spring Valley School District (District) and College Preparatory Middle School (College Prep).

This Agreement sets forth the terms and conditions upon which the District agrees to provide lunches to the students at College Prep.

The term of this Agreement is for the school year 2014-15, commencing on September 2, 2014 and continuing through June 30, 2015.

Article II

F. Relationship of the Parties

College Prep retains the District as its agent to provide student lunches as described in this Agreement.

Article III

G. 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 College Prep. 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 students belonging to College Prep. The District will create and update the eligibility roster and provide current lists to College Prep as soon as possible after changes occur.

College Prep shall perform the point-of-service meal counts. The District will provide training as necessary to staff at College Prep 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 College Prep 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 College Prep in its application/agreement with the California Department of Education.

The District shall provide meals to College Prep 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 College Prep. College Prep shall notify the District of the number of lunches no later than 8:00 a.m. of each day. College Prep 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.

College Prep shall pay District \$3.50 per student lunch. The cost of milk is included in the price.

Milk may be purchased separately at \$.50 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 College Prep.

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

When requested by College Prep, 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.

College Prep 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 College Prep with a certificate evidencing the amount, naming College Prep as an additional insured and specifying that the coverage will not be canceled or modified without ten-days prior written notice to College Prep.

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 2, 2014 and continuing through June 30, 2015, 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

College Preparatory Middle School

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 2014-15, commencing on September 2, 2014 and continuing through June 30, 2015.

Article II

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

Article III

H. 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 Spring Valley Middle School kitchen by 8:00 a.m. day of order beginning September 2, 2014 through June 30, 2015.

The District shall provide 1 hot entrée, 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 Spring Valley Middle School and Director of Child Nutrition verbally and in writing regarding participation adjustments.

Trinity Christian School shall pay the District \$2.75 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 17, 2014**

PREPARED BY: Lori Wigg
 Assistant Superintendent, Business Services

ITEM NUMBER: B-1e New Business (Consent Calendar)
 Authorization to Enter into an Agreement with School Services of
 California

Action Item

School Services of California, Inc., provides a valuable service to contracting districts by analyzing and reporting the effect of various school finance legislation and other significant school financial activities. The basic cost for this service for 12 months, beginning July 1, 2014, is \$3,180. This amount includes general services, comparative analysis of District income and expenditures, salary and benefit reports, and expenses generated by additional requests for services.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with School Services of California.

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the **LA MESA-SPRING VALLEY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2014.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

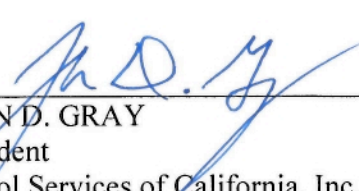
1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Option of receiving information on Consultant's website regarding major school finance and policy issues
 - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client. Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; or, major customized research projects or studies
 - e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
 - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

2. The Client agrees to pay to Consultant for services rendered under this Agreement:
 - a. \$2,580 annually, plus expenses, or payable at \$215 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
 - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning July 1, 2014, and terminating June 30, 2015. This Agreement may be terminated prior to June 30, 2015 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, 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 Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____
La Mesa-Spring Valley School District

DATE: _____

BY:  _____
JOHN D. GRAY
President
School Services of California, Inc.

DATE: May 13, 2014

ADDENDUM A TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page is the **CADIE** and **SABRE** order form.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenses to those of 40 other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using Standardized Account Code Structure and California Basic Educational Data System data available from the California Department of Education (CDE).

The **CADIE** includes comparative graphic data showing expenditures by average daily attendance (ADA), tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified nonmanagement and administrative personnel, as well as historical data.

The **Salary And Benefits Report (SABRE)** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated nonmanagement salary and benefits schedule with those of 40 other districts of your choice. (Two reports with 20 districts in each).

The **SABRE** includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts, as well as comparisons of entry level, average, and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the **CADIE** or **SABRE** reports are unlimited. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement—with the exception of local educational agencies opting into the mandate block grant.

Please check the appropriate items below:

<input type="checkbox"/> CADIE Only	\$400	<input type="checkbox"/> Use the same districts as last year	<input type="checkbox"/> Current year* 2012-13
<input type="checkbox"/> SABRE Only	\$250	<input type="checkbox"/> Use districts of similar type and size	<input type="checkbox"/> Next year** 2013-14
<input type="checkbox"/> CADIE & SABRE	\$600	<input type="checkbox"/> Call me to discuss comparative group	

*Reports are a year behind as the data is released by the CDE.

**Next year: SABRE will be released in December 2014, CADIE will be released in May 2015.

District Name: _____

Contact Name and Title: _____

Address (no P.O. Boxes Please): _____

Telephone with extension: _____

Email: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
 Assistant Superintendent, Business Services

ITEM NUMBER: B-2 New Business
 Adoption of 2014-15 District Budget

Action Item

Education Code Section 42127 requires the governing board of a school district to hold a public hearing and file an adopted budget with the County Office of Education by July 1, 2014.

Education Code Section 52060 requires the District to hold a public hearing for the budget at the same meeting as the public hearing for the Local Control Accountability Plan (LCAP). In addition, pursuant to this section, the budget shall be adopted at a meeting held after, but not on the same day as the public hearing.

In accordance with Education Code, the 2014-15 Budget was made available for public inspection on May 30, 2014, and the public was provided with an opportunity for input at a public hearing held on June 4, 2014.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the enclosed 2014-15 District Budget.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
 Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business **Action Item**
 Authorization to Reappoint Citizens' Bond Oversight Committee (CBOC)
 Members

On June 18, 2002, the Board appointed seven (7) members to the Citizens' Bond Oversight Committee (CBOC) in accordance with the provisions of Proposition 39.

Below is a list of the current CBOC membership:

<u>Representing</u>	<u>Name</u>	<u>Term Expires</u>
Steve Babbitt, Chairman	Active in and representing the local business community	6/30/15
Jim Bauman	Member-At-Large	6/30/14
Deborah Ives	Active in a senior citizens' organization	6/30/15
Aaron Landau	Member-At-Large	6/30/14
Jada Martinez	Parent/Guardian of a child in the District	6/30/15
Glen Sparrow, Vice Chairman	Active in a taxpayers' association	6/30/14
Jay Steiger	Parent/Guardian of a child in the District and active in a parent/teacher organization or school site council	6/30/15

At the April 16, 2013 Board meeting, Board Policy Administrative Regulation 7214 was updated to reflect Education Code 15282, as amended by AB 1199, which authorizes members of a Citizens' Bond Oversight Committee to serve for three consecutive two-year terms instead of two.

Glen Sparrow has served two terms and due to the new law extending membership terms, he is eligible to serve another two-year term. Jim Bauman and Aaron Landau have served the full length of their current terms. Previously, the District consulted with our attorney and obtained a legal opinion that it is legally permissible to reappoint the current members whose terms expire if there are no interested candidates.

The District has solicited applicants in order to appoint the necessary replacements by publishing and advertising for vacancies. One application was received; however, the applicant rescinded his application after being informed that the Prop. M project was near completion.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the reappointments of Jim Bauman, Aaron Landau, and Glen Sparrow to serve as representatives on the Citizens' Bond Oversight Committee.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: B-4 New Business
Authorization to Submit the Consolidated Application for the 2014-15
School Year to the California Department of Education

Action Item

The purpose of the Consolidated Application is to combine a majority of the categorically-funded programs currently implemented in the District into one document.

The programs included in the Consolidated Application for funding for the 2014-15 school year are:

Title I, Part A: Helping Disadvantaged Children
Title II, Part A: Improving Teacher Quality
Title III, Limited English Proficiency (LEP)
Title III, Immigrant Education

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to submit the Consolidated Application for the 2014-15 school year to the California Department of Education.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
 Assistant Superintendent, Business Services

ITEM NUMBER: B-5 New Business **Action Item**
 Resolution 13-14-27, Authorizing the District to Spend Funds Received in
 2014-15 from the Education Protection Account in Accordance with
 Article XIII, Section 36 of the California Constitution

ROLL CALL VOTE

Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012. The provisions of this article create an Education Protection Account in the state's general fund to receive and disburse revenues derived from the incremental increases in taxes imposed by Proposition 30.

Pursuant to this article, school districts, county offices of education and community college districts are required to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction. The funds cannot be used for salaries or benefits of administrators or for any other administrative costs. The governing board of the District is required to make the spending determinations in an open session of a public meeting.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 13-14-27, authorizing the District to spend funds received in 2014-15 from the Education Protection Account in accordance with the provisions of Article XIII, Section 36 of the California Constitution.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 13-14-27**

**AUTHORIZING THE DISTRICT TO SPEND FUNDS RECEIVED IN 2014-15
FROM THE EDUCATION PROTECTION ACCOUNT IN ACCORDANCE WITH ARTICLE
XIII, SECTION 36 OF THE CALIFORNIA CONSTITUTION**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30 of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the District shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of La Mesa-Spring Valley School District.

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the La Mesa-Spring Valley School District has determined to spend the monies received from the Education Protection Act as attached (Exhibit A).

PASSED AND ADOPTED by the La Mesa-Spring Valley School District Governing Board of San Diego County, California, this 17th day of June 2014, on motion of Member _____, seconded by Member _____, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

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

Brian Marshall, Secretary to the Governing Board

EXHIBIT A

2014-15 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Projected Expenditures through: June 30, 2015
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	10,617,425.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		10,617,425.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	10,617,425.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		10,617,425.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: B-6 New Business **Action Item**
Resolution 13-14-28, Authorizing Contracting Pursuant to Cooperative
Bid and Award Documents from the Santa Clarita Unified School District
for Frozen, Dry, Refrigerated and USDA Commodity Food Items

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 frozen, dry, refrigerated and USDA commodity food items from the Santa Clarita Unified School District bid contract. In order to participate in the cooperative bid, a resolution must be adopted to authorize this action.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board adopt the attached Resolution 13-14-28.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 13-14-28
AUTHORIZING CONTRACTING PURSUANT TO BID
AND AWARD DOCUMENTS FROM THE
SANTA CLARITA UNIFIED SCHOOL DISTRICT FOR FROZEN, DRY, REFRIGERATED
AND USDA COMMODITY FOOD ITEMS**

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

WHEREAS, the Santa Clarita Unified School District has conducted a bid process naming other school districts and community colleges as being able to purchase or contract under that bid at the same price and upon the same terms and conditions as the Santa Clarita Unified School District bid pursuant to Sections 20118 and 20652 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 or contract for the items stated below from the bid awarded by the Santa Clarita Unified School District; and,

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED the contract for the purchase of Frozen, Dry, Refrigerated and USDA commodity items, is hereby authorized and approved and is subject to all terms, conditions, and documents as specified in the Santa Clarita Unified School District bid #11-12-31012012-01 and award documents.

BE IT FURTHER RESOLVED, ORDERED, AND DECLARED Lori Wigg, Assistant Superintendent, Business Services, is hereby authorized to execute the necessary contract documents with Santa Clarita Unified School District and Goldstar Foods, 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 17th day of June 2014, 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 17th day of June 2014.

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: B-7 New Business **Action Item**
Resolution 13-14-29, to Claim Lost Days for Child Development Programs

ROLL CALL VOTE

Education Code Section 8271 allows local education agencies to be reimbursed for child development programs on days the agency was unable to operate, or operated at a reduced level, due to emergencies.

The District's child development programs were unable to operate on May 15, 2014 due to the wildfires in San Diego County.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution, requesting reimbursement for child attendance days lost.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 13-14-29
RESOLUTION TO CLAIM LOST DAYS FOR CHILD DEVELOPMENT PROGRAMS**

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

WHEREAS, Education Code Section 8271 allows local education agencies to be reimbursed for child development programs on days the agency was unable to operate or offered reduced service due to emergencies.

WHEREAS, child development programs were unable to operate due to wildfires in San Diego County from 5/15/2014 to 5/15/2014.

THEREFORE, BE IT RESOLVED, that the Governing board hereby applies for reimbursement for lost child days for the following contracts pursuant to Education Code Section 8271:

Contract Type: CSPP – California State Preschool Program				
No Service		Reduced Service		
Date Closed	Child Days of Attendance, Prior Week	Date of Reduced Service	Actual Child Days of Attendance	Child Days of Attendance, Prior Week
One Date for each line	Attendance for same day of prior week	One date for each line		Attendance for same day prior week
05/15/2014	134			

Instructions: Add an additional table for each contract type.

PASSED AND ADOPTED by the Governing Board on _____ by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

)

COUNTY OF SAN DIEGO)

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

Clerk/Secretary of the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Lori Wigg
 Assistant Superintendent, Business Services

ITEM NUMBER: B-8 New Business

Action Item

Authorization to File an Affidavit with the California Department of Education, Requesting Substitution of Attendance for Actual Days of Attendance in Accordance with the Provisions of Education Code 46392

Pursuant to Education Code Section 46392, whenever the average daily attendance of any school district has been materially decreased during any fiscal year as a result of certain emergency conditions, the fact shall be established to the satisfaction of the Superintendent of Public Instruction by affidavit of the members of the governing board of the school district.

The District experienced a material decrease in average daily attendance for Quest Academy on May 15, 2014, as a result of the San Diego wildfires. In order to recover the loss in funding, the District must file an affidavit with the State to request a substitution of attendance for the actual days of attendance in the computation of school apportionments.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to file an affidavit with the California Department of Education, requesting substitution of attendance for actual days of attendance in the computation of school apportionments.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014

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

ITEM NUMBER: LS-2 New Business
Authorization to Approve Local Education Agency Plan

Action Item

The federal government requires all LEAs that received funds under the No Child Left Behind Act of 2001 to write a Local Education Agency (LEA) Plan. LEA Plans cover a three year period. In September 2013 the Board approved the current LEA Plan. However, new Title III regulations require LEAs to review and update the district LEA Plan annually, including the budget. LEA Plans must include goals in the following areas:

- Proficiency in reading/language arts
- Proficiency in mathematics
- Proficiency for high priority students (students with disabilities)
- Effective teaching and administration
- Implementation, involvement and monitoring (parent participation)
- English learners
 - AMAO 1 Annual progress learning English
 - AMAO 2 English proficiency
 - AMAO 3 AYP for EL subgroup in ELA and mathematics
 - High quality professional development
 - EL Parent and community participation
 - Parent Notification
 - Services for immigrant students

Many, but not all of the goals required in the LEA Plan align with the State required goals in the Local Control Accountability Plan (LCAP). The revised LEA Plan includes all applicable actions and budget items found in the LCAP.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to approve the enclosed Local Education Agency Plan.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

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

ITEM NUMBER: LS-3 New Business
**Authorization to Enter into an Agreement with San Diego County
Superintendent of Schools for the Fit to Learn, Fit for Life Project**

Action Item

The Fit to Learn, Fit for Life project is in collaboration with the San Diego County Office of Education (SDCOE), San Diego County Supervisor, Ron Roberts, and the San Diego County Health and Human Services Agency. The project will support the collection, development and posting of online resources to:

1. Increase the time that students spend engaged in moderate to vigorous physical activity
2. Increase student achievement of the California Model Content Standards for Physical Education
3. Increase student achievement of California's Common Core State Standards for English language arts and literacy in history/social studies, science and technical subjects

SDCOE will facilitate a team of mentor teachers from throughout San Diego County who will guide the selection/creation of resources and to create a teacher-friendly website. Included in the team of teachers is Kempton teacher, Sharon Perry.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with San Diego County Superintendent of Schools for the Fit to Learn, Fit for Life project.

AGREEMENT

This Agreement for the *Fit to Learn, Fit for Life* project is entered into this 15th day of May, 2014 by and between the **San Diego County Superintendent of Schools**, herein called the "County" and the **La Mesa-Spring Valley School District**, herein called the "Contractor," who agrees to provide the following services to the County:

SCOPE OF SERVICES

The contractor agrees to:

- Allow, Sharon Perry, the identified teacher to participate as mentor teacher in the *Fit to Learn, Fit for Life* project who will collaborate with other San Diego County teachers to:
 - o Attend two (2) program meetings to be held at SDCOE.
 - o Inventory key resources currently available to be featured in the *Fit to Learn, Fit for Life* website.
 - o Develop key resources that need to be developed to post on the *Fit to Learn, Fit for Life* website.
 - o Work with the SDCOE Educational Technology Division to create a website to house key resources.
 - o Participate in the roll out of the *Fit to Learn, Fit for Life* website.

TOBACCO-FREE FACILITY

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

PERIOD OF AGREEMENT - INCEPTION AND TERMINATION DATES

This agreement is funded from May 15, 2014 to June 30, 2015.

FUND AVAILABILITY

Funding of this Agreement, if funded by the County, 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

The contractor will invoice the San Diego County Superintendent of Schools for time worked, and substitute fees incurred as a result of work that the following contracted teachers are performing as part of the *Fit to Learn, Fit for Life* project.

Sharon Perry, Kempton Elementary

Compensation is not to exceed (NTE) \$1,280 for time worked by the identified La Mesa-Spring Valley School District teacher. All invoices must be submitted monthly, by June 30, 2015, and must

be accompanied by documentation of time worked, which may include completed teacher time sheets and/or substitute/payroll reports.

RENEWAL TERMS

This contract will not be renewed.

CONFIDENTIALITY OF SERVICES OR WORK

Not applicable.

OWNERSHIP OF DOCUMENTS OR WORK

The County will retain ownership of all materials developed as a result of the *Fit to Learn, Fit for Life* project.

CONTRACTOR & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

County Contact:

Paige Metz
Health and Physical Education
6401 Linda Vista Road
San Diego, CA 92111
858-569-5349, pmetz@sdcoe.net

Contractor Contact:

Sharon Perry
Kempton Elementary
740 Kempton St
Spring Valley, CA 91977
619-668-5870, sharon.perry@lmsvd.k12.ca.us

TERMINATION

This agreement may be terminated, by either party, with 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 County.

HOLD HARMLESS

The Contractor agrees to hold harmless, defend, and to indemnify the County, 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 County 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 County.

AUDIT

The Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the County 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.

Required Amounts of Insurance:

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

The Contractor shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

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 County 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.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

La Mesa Spring Valley School District

By (Authorized Signature)

By (Authorized Signature)

Lora Duzyk

Name (Type or Print)

Name (Type or Print)

Assistant Superintendent

Title

Title

Date

Date

Federal I.D. #/Social Security #

Firm Name (Type or Print)

Street Address

City/State/Zip

Email

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

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

ITEM NUMBER: LS-4 New Business

Action Item

Authorization to Enter into Agreements with San Diego County Office of Education to Participate in Science Outreach Programs and Marine Science Floating Lab

The San Diego County Office of Education (SDCOE) has provided the attached agreement for participation in Science Outreach Programs which include the Green Machine, Splash Science Mobile Lab and Salk Institute Mobile Genetics Lab. Also attached is the agreement for the Marine Science Floating Lab offering hands-on science instruction on the San Diego Bay.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into agreements with SDCOE to participate in Science Outreach programs and the Marine Science Floating Lab for the 2014-15 school year.

San Diego County Office of Education

**SCIENCE OUTREACH PROGRAM
FIELD TRIP AGREEMENT – 2014-2015**

THIS AGREEMENT, made this July 1, 2014 and which will terminate on June 30, 2015, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and La Mesa-Spring Valley School District hereinafter called the "District/School/Organization", mutually agree as follows:

1. Basis of Agreement

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization).

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

2. Scope of Agreement

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2014-2015:

- 1) **Green Machine**
\$425.00 per trip, serving up to four 1-hour classes of up to 30 students each
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.
- 2) **Splash Science Mobile Lab**
\$635.00 per trip, serving up to four 1-hour classes of up to 36 students each
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/stormdrain, GIS examination of local watersheds, water conservation, San Diego estuary, and microscope.

B. County agrees to provide:

- 1) Instructional materials
- 3) Curriculum and instruction
- 4) Scheduling of District/School/Organization participation
- 5) Invoice the District/School/Organization for field trip.

C. District/School/Organization agrees to:

- 1) Schedule participation in the program of choice with the County by phone and confirm by email.
- 2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO or simple email).

- 3) Provide a minimum of number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Splash Science Mobile Lab requires two participating adults.
 - a. If the school cannot provide the required participating adults, they must inform County a minimum of two days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$150 per participant provided by County.
- 4) Provide written notification to County of field trip cancellation a minimum of ten (10) working days in advance of the scheduled trip. Cancellation with less than ten working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.
- 5) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.
- 6) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. **Authorization to Copy Materials**

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. **Confidentiality of Service or Work**

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. **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, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.

6. **Hold Harmless**

The District/School/Organization agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to person, including death therefrom, or damage to property sustained by the District/School/Organization or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
- B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School/Organization, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School/Organization at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**
Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.
8. **Compliance With Laws**
The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.
9. **Compensation/Costs and Payment Schedule**
The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.
10. **Termination**
It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.
11. **Audit**
The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.
12. **Safety**
District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.
13. **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.
14. **Final Approval**
This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Senior Director of Outdoor Education.
15. **Contract Participants**
If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.
16. **County Contact Person**
San Diego County Office of Education
Tina Chin, Senior Director Outdoor Education
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206
17. **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 from 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 the Contract to be duly executed, such parties acting by their representatives being duly authorized.

La Mesa-Spring Valley School District

By _____

Title _____

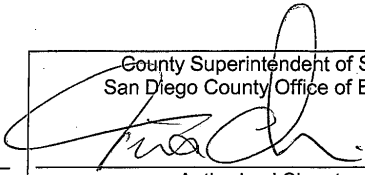
Date _____

Authorized or ratified by the

Board of Education

on _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Senior Director of Outdoor Education
Title

May 16, 2014
Date

Authorized by the San Diego County Board

Education on March 12, 2014

Please return only one copy of this page

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or disability.

San Diego County Office of Education

**MARINE SCIENCE FLOATING LAB
FIELD TRIP AGREEMENT – 2014-2015**

THIS AGREEMENT, made this July 1, 2014 and which will terminate on June 30, 2015, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and La Mesa/Spring Valley School District hereinafter called the "District/School", mutually agree as follows:

1. Basis of Agreement

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct various programs for school districts within the County of San Diego. District/School agrees to participate in these programs in accordance with the terms and conditions of this agreement.

2. Scope of Agreement

A. General

The County will make available and provide by contractual agreement the following programs:

- 1) Marine Science Floating Laboratory:
This program consists of a half-day field trip on San Diego Bay with hands-on science instruction and materials.

The County will coordinate the curriculum and activities of the above programs to provide students the opportunity to study marine biology, oceanography, history and economics in a "real world" environment.

B. County agrees to provide:

- 1) Boat transportation with qualified crew
- 2) Required instructional materials and on-board equipment
- 3) Marine Science curriculum and instruction
- 4) Scheduling of District/School participation
- 5) Invoice the District/School for field trip.

All trips are subject to cancellation due to severe weather conditions. In the event of inclement weather causing a cancellation of field trip, County will endeavor to reschedule the trip at a time that is agreeable to the District/School, however, such rescheduling is not guaranteed.

C. District/School agrees to:

- 1) Schedule participation in the program with the County by phone. Payment in the form of a Purchase Order or check is required to schedule a trip. Only private schools who do not utilize Purchase Orders may submit the Personal Guarantee of Payment that is found on our website. Each field trip shall be limited to a maximum of thirty-six (36) students and a maximum of four (4) accompanying adults.

- 2) Participating SCHOOLS must provide a minimum of one adult participant who holds a valid California teaching credential who is authorized by the District/School to supervise the students aboard the vessel and will aid in presenting the program if requested. Private organizations such as the Girl Scouts are exempt from this requirement.
- 3) Provide written notification to County of field trip cancellation a minimum of twenty (20) working days in advance of the trip. Less than twenty working days notification will result in a cancellation fee equal to fifty percent (50%) of the contract amount being charged to the District/School. The cancellation fee will be waived if the County is able to schedule a substitute paying group into your reserved time slot.
- 4) Pay the appropriate fees for services rendered upon receipt of invoice. The fees will be based on the following schedule:

Marine Science Floating Lab Field Trip	\$680.00
--	----------

3. **Authorization to Copy Materials**

The County hereby authorizes the District/School to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. **Confidentiality of Service or Work**

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. **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, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School.

6. **Hold Harmless**

The District/School agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to person, including death therefrom, or damage to property sustained by the District/School or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
- B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**
Both County and District/School shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured under their policy.
8. **Compliance With Laws**
The District/School shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.
9. **Compensation/Costs and Payment Schedule**
The contract price is a fixed fee per field trip. County will prepare and submit an invoice for each field trip. The District/School agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.
10. **Termination**
It is mutually agreed that either party may terminate this agreement by giving a twenty (20) working day written notice. District/School may be subject to cancellation charges if termination is less than twenty days, as noted above in paragraph (2.C.3) above.
11. **Audit**
The District/School agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.
12. **Safety**
District/School will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips. County to provide all appropriate water safety equipment as required by Coast Guard regulations for each student and adult on board.
13. **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.
14. **Final Approval**
This agreement is of no force and effect until approved by signature by the Director of Outdoor Education.
15. **Contract Participants**
If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.
16. **County Contact Person**
San Diego County Office of Education
Outdoor Education Program Director
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206

17. **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 from 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 the Contract to be duly executed, such parties acting by their representatives being duly authorized.

La Mesa/Spring Valley School District
District/School

By _____

Title _____

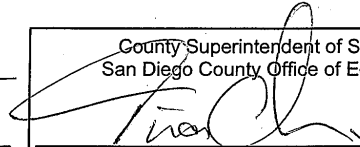
Date _____

Authorized or ratified by the

Board of Education

on _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Senior Director of Outdoor Education
Title

5/16/14

Date

Authorized by the San Diego County Board

Education on March 12, 2014

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Rules for acceptance and participation in the Marine Science Floating Lab program are the same for everyone without regard to race, color or national origin, sex, age or disability.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014

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

ITEM NUMBER: LS-5 New Business **Action Item**
Authorization to Enter into Special Education Master Contracts for the
2014-15 School Year

A number of students require the services of California-certified nonpublic schools/agencies when the District is unable to provide an appropriate special education program.

For the 2014-15 school year it will be necessary to contract with both nonpublic schools and nonpublic agencies. Currently we have contracts for the following:

NON-PUBLIC SCHOOL	NUMBER OF STUDENT(S)	ESTIMATED COST
Aseltine School	1	\$ 40,000.00
Banyan Tree Foundations Academy	1	60,000.00
Sub-Total		\$ 100,000.00

NON-PUBLIC AGENCY	ESTIMATED COST
Maxim Healthcare (temporary staffing for RNs and LVNs)	\$ 25,000.00
TOTAL	\$ 125,000.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into these master contracts for the 2014-15 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Standard Recommendations

Action Item

The Human Resources recommendations which are attached for consideration at the June 17, 2014, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

2. Standard Human Resources Recommendations – June 17, 2014

CERTIFICATED:

Approval of Acceptance of Resignation:

Effective:

Chung, Jean S.	Teacher (retiring)	VI-32	06/13/14
Schierenbeck, Dana D.	Teacher (retiring)	VI-30	06/13/14
Walsh, Meghan M.	Learning Handicapped Teacher (employment elsewhere)	VI-14	06/13/14

Approval of Placement on 39-Month Reemployment List:

Escamilla, Lorena	Teacher	07/01/14 – 10/01/14
Johnson, Pamela	Teacher	07/01/14 – 10/01/16

Approval of Termination of 39-Month Reemployment Rights:

Alexander, Karen G.	Elementary Counselor	05/05/14
Ayati, Maryam R.	Teacher	05/12/14
McCafferty, Ann M.	Teacher	05/05/14

Approval of Employment of Certificated Personnel for the 2014 Special Education Extended School Year (ESY) Summer School Program:

Bartol, Shannon M.	Fulton, Roxanne E.	Malone, Julie D.
Bracher, Ticia E.	Ghio, Carol B.	McBratney, Sandra L.
Carter, Jennifer L.	Hafner, Mahrya S.	Morse, George C.
Edran-Elsten, Amita A.	Horton, Rachael H.	Sipowicz, David J.
Evans, Mary Lou	Jager, Natalie A.	Wallace, Ann
Flippen, Mary Lou L.	Kevane, Colleen M.	Warden, Amanda N.
Friskhnecht, Marcia L.	Kleinstiver, Keith L.	Worthington, Matthew A.

CLASSIFIED:

Approval of Employment – Merit System:

Mijares, Maria D.	Office Assistant I	17-A	06/02/14
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Approval of Acceptance of Resignation – Merit System:

Brambila, Isabel	Office Assistant I (from leave)	17-C	05/30/14
Castillo, Cynthia M.	Library Media Technician (retiring)	31-F+	06/13/14

Approval of Employment of Classified Personnel for the 2014 Summer Programs:

Andersen, Lori M.	Henderson, Doris B.	Rack, Briana L.
Arcega, Josefina	Hidalgo, Elizabeth M.	Richardson, Margaret K.
Barkley, Shane M.	Hyatt, Diane M.	Romero-Gussin, Carmen S.
Bartley, Michele M.	Ines, Annette L.	Sackrider, Rose V.
Basabe, Sara L.	Kenney, Georgia A.	Shipley, Debra L.
Bell, Christina J.	Kosar, Denise A.	Siewert-Nestor, Wendy
Blatchford, Rosa M.	Lewis, Michael S.	Silvera, Charlotte

Calafato, Leslie
 Cano, Maria G.
 Castillo, Sandra L.
 Collado, Myrna C.
 Cvitkovich, Kathryn D.
 Dayeh, Rima
 Ellison, Jennifer L.
 Ertz, Leanna
 Evans, Doris J.
 Francois, Loyce R.
 Fugate, Phyllis B.
 Garcia, Amber R.
 Goldman, Anne U.
 Gonzalez, Tiffany T.

Locklar, Marla C.
 Mason, Richard W.
 McCardell, June T.
 McConnell, Jara R.
 Miller, Helene K.
 Muller, Victoria A.
 Nguy, Jeanette O.
 Olivas, Martha G.
 Oliver, Marian M.
 Oliverio, Bonnie L.
 Paniagua, Leslie M.
 Pavlovich, Maria S.
 Phillips, Lorraine Y.
 Proctor, Julie A.

Smosna, Anelise M.
 Suarez, Basiliza L.
 Sugrue, Marie A.
 Tanner, Laurie J.
 Terry, Sharon H.
 Turckel, Catherine M.
 Vermeyen, Joann T.
 Walker, Stacy K.
 Walsh, Michelle C.
 Wessels, Sherrii T.
 Wheeler, Patricia M.
 Willis, Pamela S.
 Wojcik, Pola K.

Approval of Termination of Employment:

Kelly, Patricia M.	Playground Attendant (end of temporary assignment)	05/29/14
McGaughran, Molly A.	Student Helper (resigned)	05/09/14
Morton, Louella G.	Playground Attendant (employment elsewhere)	05/02/14
Ring, Aubrie M.	Playground Attendant (end of temporary assignment)	05/29/14
Ring, Gina M.	Playground Attendant (employment elsewhere)	05/29/14
Suarez-Padilla, Nalleli	Playground Attendant (end of temporary assignment)	05/29/14

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations
Approval of Variable Term Waiver Request

Action Item

At its meeting on June 18, 2013, the Board of Education approved a subsequent Variable Term Waiver request for Diana Maltese, Behavior Analyst. The waiver is required by the Commission on Teacher Credentialing (CTC) to authorize Ms. Maltese to work in a certificated position while she pursues her Pupil Personnel Services credential. The waiver was granted by the CTC for a one year term and expires June 30, 2014. Therefore, the District will be submitting a subsequent Variable Term Waiver request for the 2014-2015 school year.

Ms. Maltese is a Board Certified Behavior Analyst and has been very successful in her position the past three years. Her caseload for 2013-2014 included a total of 91 students. She also conducted training sessions on various topics, including autism, behavior management, and positive discipline. Ms. Maltese continues to meet the requirements for reaching her credential goal, which were documented in her initial waiver request and she should finish her program in the coming year.

Approval of this subsequent waiver will allow us to continue to employ Ms. Maltese in her capacity as Behavior Analyst and provide compliance with CTC regulations.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board of Education approve the subsequent Variable Term Waiver for Diana Maltese.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations
Adoption of 2015-2016 and 2016-2017 School Calendars

Action Item

With the approval of the Agreement between the La Mesa-Spring Valley Teachers Association and the District, the draft master school calendars for the 2015-2016 and 2016-2017 school years are presented to the Board for adoption.

Copies of the draft master school calendars were made available to the public.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached 2015-2016 and 2016-2017 master school calendars as presented.

KEY
W Teacher Workday
S Staff Development Day (No School)

180 Student Days - First Day of School - 8/13

1 Staff Development/Work Day - 8/10

2 Teacher Work Days - 8/11, 8/12

1 Staff Development Day - 9/4

184 Teacher Days

October Break 10/5-10/16

Winter Break 12/21-1/1

Winter Break	12/21-1/1
Spring Break	3/21-4/1

(Principals Report 7/23/15-7/24/16, 201 Work Days)

[illegible][illegible][illegible][illegible][illegible][illegible]

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 17, 2014**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-5 Human Resources Recommendations

Action Item

**Approval to Establish New Classified Supervisory Position of Supervisor,
Child Nutrition Services with Recommended Annual Salary of \$54,615
(Step A) to \$69,187 (Step F), and Revision to Classified Supervisory
Salary Schedule**

The Child Nutrition department has more than eighty (80) staff members at twenty-four (24) different sites, and has been operating with only one management employee, the Director of Child Nutrition. In order to more effectively manage the multitude of federal regulations as required by the Healthy, Hunger-Free Kids Act of 2010, the addition of a supervisory position to the Child Nutrition department is warranted.

The job description (attached) and salary recommendation was endorsed unanimously by the Classification Review Advisory Committee (C-RAC) members, and subsequently approved by the Personnel Commission on May 19, 2014.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the new position of Supervisor, Child Nutrition Services, with placement on the Classified Supervisory Salary Schedule at \$54,615 (Step A) to \$69,187 (Step F), and a revision to the Classified Supervisory Salary schedule (attached) as presented.

JOB DESCRIPTION
La Mesa-Spring Valley School District

Supervisor, Child Nutrition Services

Purpose Statement

The job of Supervisor, Child Nutrition Services was established for the purpose/s of planning, implementing, directing and maintaining the district's nutritional services daily operations; ensuring the departmental work goals are met; complying with state and federal program mandates and health requirements; and evaluating assigned staff to ensure optimal utilization of personnel and financial resources; and providing in service education to department personnel. This job reports to Director, Child Nutrition Services and assumes the responsibilities of the Director in his/her absence.

Essential Functions

- Assists the Director in overseeing the preparation, cooking, serving and transportation of food and beverage items (reimbursable meals, and a la carte operations) for the purpose of meeting mandated nutritional and health requirements.
- Assists the Director in supervising, selecting, scheduling, and evaluating child nutrition workers and other personnel as assigned for the purpose of maximizing the efficiency of the work force and providing coverage for daily shift operation requirements.
- Assists the Director in the development and implementation of menu plans for the purpose of ensuring quality meal service, meeting projected meal requirements, and minimizing waste.
- Conducts site inspections and visitations for the purpose of assuring the departmental standards of safety and sanitation are met.
- Coordinate with the sites in the ordering of food, equipment and supplies for the purpose of maintaining an adequate inventory to complete jobs efficiently within budget guidelines.
- Coordinates food service operations (e.g. sanitation, nutrition requirements, facilities, equipment, personnel, etc.) for the purpose of ensuring services are provided efficiently and in compliance with county, state and federal standards.
- Coordinates and inspects the food and/or supply deliveries for the purpose of verifying quantity and specifications of orders and/or complying with mandated health requirements.
- Implement food services policies and departmental procedures for the purpose of ensuring compliance with the School Breakfast, National School Lunch Program and the Child and Adult Food Program including all Free and Reduced Price Application processes.
- Maintains a wide variety of manual and electronic documents, files, and records (e.g., attendance records, budget data, employee personnel records, student information, financial records, purchase order tracking, reports, menus) for the purpose of providing up-to-date information and/or historical reference in accordance with established administrative guidelines and legal requirements.
- Monitors production and service functions daily for the purpose of assuring quality and quantity standards are maintained.

- Provides computer, Point of Sale support to all sites and assists in problem solving and maintaining all computer systems.
- Provides staff development for child nutrition workers to include sanitation, safety, food preparation, and other pertinent areas for the purpose of meeting departmental procedures and standards.
- Responds to inquiries of students, parents, staff and the public for the purpose of providing information and/or direction regarding available meal plans.

Other Functions

- Assists other personnel and performs other duties as may be required for the purpose of ensuring an efficient and effective work environment.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform single, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in quantity food preparation; planning and managing projects; preparing and maintaining accurate records; and using pertinent software applications.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and understand complex, multi-step written and oral instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: NSLP; Recipe Conversion; sanitation; safety practices and procedures; quantity cooking and baking; and food handling.

ABILITY is required to schedule activities; collate data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a wide diversity of individuals; work with specific, job-related data; and utilize a variety of job-related equipment. In working with others, problem solving is required to identify issues and create action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is moderate. Specific abilities required to satisfactorily perform the functions of the job include: maintaining confidentiality; communicating with persons of varied backgrounds; providing direction and leadership; adapting to changing work priorities; working within time constraints; and working as part of a team.

Responsibility

Responsibilities include: working under limited supervision following standardized practices and/or methods; directing other persons within work unit; and operating within a defined budget. Utilization of some resources from other work units may be required to perform the job's functions. There is a continual opportunity to significantly impact the Organization's services.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 34% sitting, 33% walking, and 33% standing. The job is performed under minimal temperature variations and a generally hazard free environment.

<u>Experience</u>	Three years commercial and/or school cooking experience, including two years of supervisory experience.
<u>Education</u>	High School diploma or equivalent plus two year of college-level course work in nutrition or related field.
<u>Equivalency</u>	Any combination of education, training, and/or experience which demonstrates ability to perform the required duties. A typical qualifying background would include two years of college work in nutrition courses, a valid ServSafe Certificate, and three (3) years of experience in a commercial and/or school cooking environment and to include two (2) years of supervisory experience (supervisory experience may be concurrent with kitchen experience). Registered dietician desirable.

Required Testing

Job Related Proficiency Test

Certificates

Valid Driver's License & Evidence of Insurability
ServeSafe Food Certificate

Continuing Educ./Training

None Specified

Clearances

Criminal Justice Fingerprint/Background Clearance
Tuberculosis Clearance
Pre-placement Physical

FLSA Status

Exempt

Approval Date

5/19/14

Salary Range

Class Supervisor

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Classified Supervisory Salary Schedule

Effective July 1, 2014	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, Gardening and Groundskeeping	51,360.00	53,860.00	56,461.00	59,188.00	62,052.00	65,076.00	68,330.00	71,584.00	74,837.00	78,091.00
	4,280.00	4,488.33	4,704.25	4,932.33	5,171.00	5,423.00	5,694.17	5,965.33	6,236.42	6,507.58
	24.69	25.89	27.14	28.46	29.83	31.29	32.85	34.42	35.98	37.54
Supervisor, Child Nutrition Services Supervisor, Extended School Services	54,615.00	57,274.00	60,076.00	62,940.00	65,978.00	69,187.00	72,646.00	76,106.00	79,565.00	83,024.00
	4,551.25	4,772.83	5,006.33	5,245.00	5,498.17	5,765.58	6,053.83	6,342.17	6,630.42	6,918.67
	26.26	27.54	28.88	30.26	31.72	33.26	34.93	36.59	38.25	39.92
Supervisor, Transportation	56,784.00	59,521.00	62,431.00	65,461.00	68,611.00	71,899.00	75,494.00	79,089.00	82,684.00	86,279.00
	4,732.00	4,960.08	5,202.58	5,455.08	5,717.58	5,991.58	6,291.17	6,590.75	6,890.33	7,189.92
	27.30	28.62	30.01	31.47	32.99	34.57	36.30	38.02	39.75	41.48
Supervisor, Facilities and Custodial Services	57,892.00	60,710.00	63,681.00	66,716.00	69,937.00	73,338.00	77,005.00	80,672.00	84,339.00	88,006.00
	4,824.33	5,059.17	5,306.75	5,559.67	5,828.08	6,111.50	6,417.08	6,722.67	7,028.25	7,333.83
	27.83	29.19	30.62	32.08	33.62	35.26	37.02	38.78	40.55	42.31
Supervisor, Technology and Learning Resources	70,340.00	73,720.00	77,290.00	80,991.00	84,915.00	89,060.00	93,513.00	97,966.00	102,419.00	106,872.00
	5,861.67	6,143.33	6,440.83	6,749.25	7,076.25	7,421.67	7,792.75	8,163.83	8,534.92	8,906.00
	33.82	35.44	37.16	38.94	40.82	42.82	44.96	47.10	49.24	51.38

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. and by 5:30 a.m., shall be paid a differential of 5% in addition to his/her regular rate of pay, excluding longevity.

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: June 4, 2014**

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

President Turner and the four winners of the 60th Anniversary of the Brown v. Board of Education speech contest led the Pledge of Allegiance to the Flag.

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

Board members absent: None

Staff members present on assignment: Marshall, Martinez, Sardina, Walker, Wigg

It was moved by Baber, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of May 20, 2014, as revised.

COMMUNICATIONS

At the February 9, 2014 Board meeting, President Emma Turner announced this is the 60th anniversary of Brown v. Board of Education and suggested that the District involve fifth-, sixth-, seventh-, and eighth-grade students in a speech contest on the topic and its impact on students today. Dr. Turner informed the Board of her intent to sponsor the contest by offering \$1000 scholarship to be divided among the winners. Mr. Winet agreed to match this amount to bring the total scholarship amount to \$2,000, or \$500 per grade-level winner. Ethan Dilgard, Navaeh Bray, Daniel O'Laughlin, and Paolo Paolini, District grade-level winners of the 60th Anniversary of Brown v. Board of Education Speech Contest, were present and recited their speeches. The Board presented the students with trophies and letters of intent to receive \$500, to be used for a post-secondary educational program.

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding the 60th Anniversary Brown v. Board of Education Speech Contest

Email from Noel Avilucea, Parent, La Mesa Middle School, commending the principal and staff for being involved, positive and proactive.

Letter from the San Diego County Office of Education regarding the 2013-14 Second Interim Report

Invitation to the Spring 2014 Artistic Exhibit at La Mesa Middle School on May 29

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

**MINUTES
Approved as revised**

COMMUNICATIONS

District grade-level winners of
60th Anniversary of Brown v.
Board of Education Speech
Contest

K. Walker, Asst. Supt., LS
Speech Contest

N. Avilucea, Parent, LMMS
Commendation – Principal/staff

S. D. County Office of Ed.
2013-14 2nd Interim Report

Spring 2014 Artistic Exhibit at
LMMS

PowerPoint for the 2014-15 Proposed District Budget

PPT for 2014-15 Proposed District Budget

Memo from Barbara Martinez, Superintendent's Office, regarding a revision to the May 20 Board Minutes

B. Martinez, Supt's Office
Revision to 5/20 Minutes

Memo from Tina Sardina, Assistant Superintendent, Human Resources, regarding a correction to HR-1, Standard Human Resources Recommendations

T. Sardina, Asst. Supt., HR
Correction to HR-1

Memo from Paul Schnaubelt, President, Teachers Association, notifying the District of the contract ratification

P. Schnaubelt, President,
Teachers Assn.
Contract ratification

The Superintendent reminded the Board of the Distinguished School celebration lunch for staff at Rolando Elementary on June 5.

B. Marshall, Superintendent
Distinguished School lunch

Member Baber announced he received a Certificate of Recognition from Senator Joel Anderson which he will present to Rolando staff on June 5. A duplicate was given to the Superintendent for framing at the Education Service Center.

B. Baber, Board Member
Certificate of Recognition for
Rolando Elementary

AGENDA

AGENDA

It was moved by Duff, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the agenda as presented.

Approved as presented

HEARING SESSION

HEARING

The President announced a hearing for anyone who wished to address the Board on any topic relating to public education. There being no one wishing to address the Board, the session was closed.

Public education matters

The President announced a hearing for anyone who wished to address the Board regarding the Local Control and Accountability Plan (LCAP). There being no one wishing to address the Board, the session was closed.

LCAP

The President announced a hearing for anyone who wished to address the Board regarding the 2014-15 Proposed District Budget. There being no one wishing to address the Board, the session was closed.

2014-15 Proposed Budget

REPORTS OF OFFICERS OF THE BOARD

REPORTS

The 2014-15 proposed District budget was developed based upon the Governor's May Budget Revision combined with assumptions developed by School Services of California, Inc. and recommendations from the San Diego County Office of Education. Revenues were projected based on funding estimates from the Dept. of Finance for the Local Control Funding Formula using a Cost-of-Living Adjust (COLA) of .86% for the base grants and a gap funding percentage of 28.05%. Average Daily Attendance was projected to decrease to 11,538; however, funding projections were calculated based on actual ADA from 2013-14 of 11,562. No additional revenues were projected for Common Core in

2014-15 Proposed
District Budget

2014-15. Staffing projections for 2014-15 through 2016-17 were revised to reflect implementation of class-size reduction in kindergarten, the opening of the La Mesa Arts Academy and full salary restoration for all bargaining units beginning in 2014-15. The STRS rate, currently at 8.25%, is projected to increase to 9.50% in 2014-15; 11.10% in 2015-16; and 12.70% in 2016-17. Additional funds were added to the budget for Supplemental and Concentration grants to support interventions and other activities specified in the LCAP. Lori Wigg, Assistant Superintendent, Business Services, presented the 2014-15 proposed District budget and responded to clarifying questions.

NEW BUSINESS

It was moved by Baber, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the following:

Purchase Orders H54101 through H54268 totaling
\$1,182,264.12

Warrants May 9 through May 23, 2014 totaling \$562,329.30

Zero (0) checks were processed since the last Board meeting

Approval of Institutional Memberships as attached.

It was moved by Winet, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve an auction sale of Surplus Items.

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 13-14-25, Temporary Interfund Transfers Between District Governmental Funds, as amended with the notation that the remaining Proposition M bond funds (Fund 21) will not be utilized for any interfund borrowing.

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 13-14-26, Designating Persons to Prepare and Submit Documents Pertaining to Impact Aid Under PL 874.

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Memorandum of Understanding with San Diego Center for Children: East County Outpatient Services.

NEW BUSINESS

Consent Calendar
Approved

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Institutional Memberships

Sale of Surplus Items
Approved

Res. 25, Temp. Interfund
Transfers
Adopted as amended

Res. 26, Prepare/submit docs
re Impact Aid under PL 874
Adopted

MOU w/SDCOE – East Co.
Outpatient Services
Authorized

It was moved by Duff, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Memorandum of Understanding with Novata Behavioral Health, Family Forces Program.

MOU with Novata Behavioral Health, Family Forces Pgm.
Authorized

It was moved by Baber, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Memorandum of Understanding with Rady Children's Hospital – San Diego for Vision and Hearing Screening.

MOU w/Rady Children's Hospital, SD, for vision/hearing screening
Authorized

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to accept the 2014 State Preschool Program Annual Report.

2014 State Preschool Program Annual Report
Accepted

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve standard Human Resources recommendations as amended to include one additional Lecturer/Presenter and/or Short-Term Employment form.

Human Resources Recommendations
Approved as amended

It was moved by Lecko, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Clinical Practicum Agreement with California State University, Northridge.

Clinical Practicum Agrmt. with CA State Univ., Northridge
Authorized

It was moved by Winet, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve establishment of a New Classified Supervisory Position of Supervisor, Facilities and Custodial Services with Recommended Annual Salary of \$57,892 Step A to \$73,338 Step F.

New Classif. Position – Supervisor, Facilities & Custodial Services
Approved

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Baber thanked Board members for participating in the La Mesa Flag Day Parade and noted the La Mesa and Spring Valley Middle School Bands, as well as Peter Pan Junior Theater students, performed at this event.

Mr. Baber announced he is looking forward to attending the Distinguished School celebration lunch at Rolando Elementary School on June 5.

Mr. Baber announced he will be attending the Parkway Middle School Promotion event on June 13.

Mr. Winet announced the Boys & Girls Club Executive Committee will meet at Helix High School at 8:00 a.m. on June 5.

Mr. Duff announced he prepared a DVD of the Flag Day Parade that will be available to watch in the La Mesa Library.

Mr. Lecko announced he attended the *Evening of the Arts* event where Jon Hayman with the La Mesa Arts Academy also performed.

Mr. Lecko announced he visited Casa de Oro Elementary on May 23 and watched a drum performance.

Mr. Lecko announced he attended an Internet Safety presentation at La Mesa Middle School on May 27, which was well attended.

Mr. Lecko announced he attended the District Retirement and Awards celebration.

Mr. Lecko announced he was proud to represent the District at the La Mesa Flag Day event.

At 9:20 p.m. the President announced a recess.

CLOSED SESSION

At 9:30 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; Non-reelection of Temporary Certificated Employees for the 2014-15 school year; Non-reelection of Certificated Probationary Employees; and Discussion regarding Public Employee Appointment – Elementary Principals. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 10:15 p.m. the President reconvened the meeting and announced the Board, in closed session, took the following action:

It was moved by Baber, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to Non-Reelect two (2) Temporary Certificated Employees for the 2014-15 School Year.

It was moved by Baber, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to Non-Reelect three (3) Certificated Probationary Employees.

CLOSED SESSION ACTION

**Temp. Certificated
Employees**
Non-re-elected for 2014-15

**Certificated Probationary
Employees**
Non-re-elected

It was moved by Winet, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to appoint Margaret (Meg) Jacobsen and Natalie Martinez as Elementary Principals.

Elementary Principals
Appointed Margaret (Meg)
Jacobsen and Natalie Martinez

The meeting was adjourned at 10:16 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 17, 2014.

Bill Baber, Clerk of the Board of Education