

La Mesa-Spring Valley School District

Board of Education

July 2, 2013

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, July 2, 2013 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education
2. Public Hearing - Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education

NEW BUSINESS

HUMAN RESOURCES RECOMMENDATIONS

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

Action

REPORTS OF OFFICERS OF THE BOARD

1. Boys & Girls Club Update

Information

NEW BUSINESS (cont.)

SUPERINTENDENT

1. Adoption of Board Policy Updates

Action

BUSINESS SERVICES

1. Consent Calendar*
 - a. Ratification of Purchase Orders and Warrants

Action

- | | | |
|----|---|-------------------|
| 2. | Approval of Sale of Surplus Items | Action |
| 3. | Resolution 13-14-01, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the San Gabriel Cooperative for Frozen, Dry, Refrigerated and USDA Commodity Food Items | Roll Call
Vote |
| 4. | Resolutions 13-14-02 and 12-13-03, Designating Authorized Agents and Signatures | Roll Call
Vote |

LEARNING SUPPORT

- | | | |
|----|---|-------------------|
| 1. | Acceptance of Gifts – Avondale and Highlands Elementary Schools | Action |
| 2. | Acceptance of Uniform Complaint Quarterly Report | Action |
| 3. | Authorization to Enter into an Agreement with San Diego County Office of Education for Principal and Teacher Professional Development Coaching of Middle School Mathematics and Transition to Common Core | Action |
| 4. | Resolution 13-14-04, to Enter into Agreements with the California Department of Education to Provide Services in Accordance with the Child Care and Development Programs | Roll Call
Vote |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|--|--------|
| 2. | Standard Human Resources Recommendations | Action |
| 3. | Approval of Adjustment to Substitute Teacher Rate of Pay | Action |
| 4. | Authorization to Enter into a Memorandum of Understanding with East County SELPA – Audiological Services | 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 – Anticipated Litigation (GC 54956)
5. Public Employee Discipline/Dismissal/Release (GC 54954)
6. Discussion regarding Public Employee Appointment (Coordinator, Student Interventions) (GC 54957)

NEW BUSINESS (cont.)

HUMAN RESOURCES RECOMMENDATIONS (cont.)

- | | | |
|----|---|--------|
| 5. | Appointment of Coordinator, Student Interventions | Action |
|----|---|--------|

ADJOURNMENT

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

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

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

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

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013

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
July 2, 2013**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

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

A public hearing on the Agreement between CSEA and its Chapter 419, and the Board of Education has been scheduled. Negotiations were held to establish a successor contract for the current collective bargaining agreement which expires June 30, 2013. The purpose of the hearing is to afford members of the community an opportunity to respond to the modifications to that Agreement.

Copies of the revisions to the Agreement have been made available to the public.

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.

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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations **Action Item**
Approval of Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education

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

Negotiations recently concluded with the California School Employees Association (CSEA) and its Chapter 419 and the District. Those negotiations were for the purpose of establishing a successor agreement to the previous contract which expires on June 30, 2013.

As a result of that process, the attached revisions to the Agreement have been approved by the CSEA bargaining team and ratified by the membership. The new CSEA Agreement with the District will be for the period of July 1, 2013, through June 30, 2016.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached revisions to the Agreement between the Board and CSEA and its Chapter 419 as presented.

AGREEMENT

Between

**Board of Education
La Mesa-Spring Valley School District**

And

**California School Employees Association
and its
Chapter 419**

July 1, ~~2010~~2013 – June 30, ~~2013~~2016

PREAMBLE

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the La Mesa-Spring Valley School District ("the District") and the California School Employees Association ("the Association"), an employee organization, and its La Mesa-Spring Valley California School Employees Association, Chapter 419, an affiliate of California School Employees Association ("the Association"), an employee organization. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE 1 • Recognition

- 1.1 The La Mesa-Spring Valley (LM-SV) School District Board of Education, hereby recognizes as the exclusive representatives for classified employees of this school district the California School Employees Association ("the Association"), an employee organization, and its La Mesa-Spring Valley Chapter 419 the California School Employees Association, Chapter 419, an affiliate of the California School Employees Association, hereinafter referred to as the "Association" (CSEA).
- 1.2 The Bargaining Unit shall be comprised of all non-certificated, full-time and part-time classified employees (exclusive of those designated as management, supervisory, confidential, substitutes, student helpers, playground attendants, and ESS attendants), as designated in Appendix B, attached hereto and incorporated by reference as part of this Agreement.
- 1.3 In the case of disputed position designations, such disputed positions shall be submitted to PERB for resolution.

ARTICLE 2 • Definitions

- 2.0 “Abandonment of position” occurs when an employee fails to report or return to work within five working days of the classification-specific date as specified on the District calendar.
- 2.1 “Academic year” is the period from July through June when students are normally required to be in attendance and includes all recess periods falling within that time span.
- 2.2 “Anniversary date” (first day of the month in which beginning contract date falls) is the effective date for any year-to-year salary adjustment.
- 2.3 “Bumping right” is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 2.4 “Class” is any group of positions sufficiently similar in duties, responsibilities, and authority and that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 2.5 “Classification” is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title.
- 2.6 “Day” will mean calendar day, unless otherwise specified.
- 2.7 “Demotion” is a change in assignment from a higher class to a lower class that is allocated to a lower maximum salary rate or an assignment to a lower classification.
- 2.8 “Designated evaluator” is the manager/supervisor who supervises the employee.
- 2.9 “Differential” is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or hazardous work.
- 2.10 “Employee” is any classified employee, permanent or probationary, full time or part time (same as Regular Employee).
- 2.11 Extended School Year (ESY) refers to the summer break period. Assignments during ESY are not considered extra-time work.
- ~~2.44~~12 “Fiscal year” is July 1 through June 30.
- ~~2.42~~13 “Health and welfare benefits” means any form of insurance or similar benefit programs, including sick leave, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- ~~2.43~~14 “Immediate family” includes parents, grandmother, grandfather, grandchild of the employee or of the spouse of the employee, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, or sister-in-law, step-mother, step-father, step-daughter, step-son, step-sister, step-brother of the employee, any dependent relative, or any person living in the immediate household of the employee.
- ~~2.44~~15 “Incumbent” is an employee assigned to a position and who is currently serving in or on leave from the position.
- ~~2.45~~16 “Industrial Accident or Illness” is an injury or illness arising out of or as the result of employment with the District.
- ~~2.46~~17 “Intervention/enrichment/intersession” are periods when schools are in recess but offer supplemental instructional programs. Assignments during intersession are not considered extra-time work.

- | ~~2.17~~2.18 "Involuntary demotion" is a demotion without the employee's voluntary written consent.
- | ~~2.18~~2.19 "Job description" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- | ~~2.19~~2.20 "Leave and transfer policies" means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, pregnancy and child-bearing leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.
- | ~~2.20~~2.21 "Minimum qualifications" are qualifications mandated for the position and which must be possessed by an employee before he can be considered for employment in a specific class.
- | ~~2.21~~2.22 "Permanent employee" is a regular employee who successfully completed an initial probationary period, which shall not exceed six work months of service beyond the initial date of employment by the District.
- | ~~2.22~~2.23 "Probationary employee" is a regular employee who may become permanent upon completion of a prescribed probationary period.
- | ~~2.23~~2.24 "Promotion" is a change in the assignment of an employee to a position in a higher class.
- | ~~2.24~~2.25 "Reallocation" of a class is a movement of an entire class from one salary range or rate to another salary range or rate.
- | ~~2.25~~2.26 "Reclassification" is the upgrading or downgrading of a position to a higher or lower class as a result of the increases or decreases of the duties and/or responsibilities being performed by the incumbent in such position.
- | ~~2.26~~2.27 "Reemployment" is the return to duty of an employee who has been placed on a reemployment list.
- | ~~2.27~~2.28 "Reemployment list" is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- | ~~2.28~~2.29 "Regular employee" is any employee who is permanent or probationary, full-time or part-time (same as "Employee").
- | ~~2.29~~2.30 "Reinstatement" means an employee may have the right to an interview for a vacant position in the same classification formerly held by the employee who has resigned. Such reinstatement rights shall be for a period of 39 months from the last day of employment.
- | ~~2.30~~2.31 "Reinstatement List" is a list of names of persons who resigned from employment with the District and who requested in writing to be placed on the reinstatement list. Individual names are held on the reinstatement list for a period of 39 months from the last day of employment.
- | ~~2.31~~2.32 "Safety conditions of employment" means any work-related condition affecting the health, safety, or welfare of the employee.
- | ~~2.32~~2.33 "Salary rate" is a specific amount of money paid for a specific period of service.
- | ~~2.33~~2.34 "Salary schedule" is a series of salary steps and ranges which comprise the rates of pay for all classes.
- | ~~2.34~~2.35 "Salary step" is one of the salary levels within the range of rates for a class.

- | 2.~~35~~36 "Seniority" shall be the date of hire of a regular employee (see Article 18.4.1), except in cases where an employee resigns and is placed on a reinstatement list. In cases where an employee resigns from employment status and subsequently returns to employment before the 39-month reinstatement list has expired, the employee's seniority date shall be adjusted for the time not employed. In cases where an employee resigns from employment status and subsequently returns to employment after the 39-month reinstatement list has expired, the employee's seniority date shall be the date of reemployment.
- | 2.~~36~~37 "Short-term employee" means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Requests for a short-term employee shall include starting and ending dates of employment.
- | 2.~~37~~38 "Special Pay Additive" refers to any additional compensation above the unit member's regular salary (pursuant to Classified Salary Schedule); e.g., shift differential and mechanics' hand tool stipends.
- | 2.~~38~~39 "Student worker" is an employee employed by the District four (4) hours per day or less who is also a full-time student enrolled in an institute of higher learning.
- | 2.~~39~~40 "Substitute employee" means any person employed to replace a classified employee who is temporarily absent from duty. If there is a vacancy in any classified position, the governing board shall fill the vacancy with substitute employee(s) for not more than a total of sixty (60) working days. If a vacancy exceeds 60 working days, the District and CSEA will meet immediately to negotiate a resolution.
- | 2.~~40~~41 "Uniforms" are any clothing of a particular color, design, pattern, or style required to be worn by an employee of the District.
- | 2.~~41~~42 "Unit member" means Bargaining Unit Employee (B.U.E.).
- | 2.~~42~~43 "Vacancy" means a position opening that exists when a new position is created or when an existing position opens up due to the termination (dismissal, resignation, promotion) of an employee. A position is not vacant when the incumbent is on approved leave. Adjusting the work shift or the responsibilities of an incumbent's individual position does not create a vacancy.
- | 2.~~43~~44 "Voluntary demotion" is a demotion initiated by the employee and/or the District, and agreed to, in writing, by the employee, the Association, and the District.
- | 2.~~44~~45 "Working hours" means all hours in paid status.

ARTICLE 5 • Organizational Rights

- 5.2 The District agrees that within sixty (60) days after ratification of this contract the District shall assume the cost of printing and distributing one (1) copy of the contract to every Executive Board Member, Negotiating Team member, Site Representative, Manager, School Office Manager, Department Secretary and Human Resources supervisors, plus twenty five (25) additional copies for CSEA Unit Member. Human Resources shall provide a copy of the contract to all new Unit Members at time of hire, information to all current and new employees about how to access the contract online.

ARTICLE 6 • Wages and Allowances

- 6.1 The basic salary schedule shall be improved by 2.5 percent (2.5%) effective July 1, 2007. The 2.5 % improvement shall be applied to each range and step of the schedule. This salary improvement shall be effective for the 2007-2008 school year retroactive to July 1, 2007. For the 2013-2014 school year only:
- Furlough days equal to a 2.5 percent FTE reduction from base salary (08-09 schedule).
- Restoration of the 2.5 percent FTE reduction to 100 percent at the end of the 2013-2014 school year.
- 6.4 The 2.5 percent FTE reduction shall be reported to CALPERS pursuant to AB1651.
- An additional salary increase of 1.25 percent (1.25%) shall be effective with the March 2008 payroll. This salary increase is not retroactive.
- 6.13 Bilingual Differential: Unless specified in a current job description (e.g., District Translator), current or future unit members who are required to exercise their ability to translate to and from English by speaking, reading or writing a non-English language as part of their customary job duties, shall be entitled to receive a bilingual differential stipend of five percent (5%) of their hourly rate of pay, providing the need is determined by the site administrator and they meet the Bilingual Differential Certification Standard prescribed by the Personnel Commission. The requirement for translation skills will be determined by the site administrator based on significant sub-group language(s) spoken at the site.
- The process for determining the need for, and subsequent testing of individuals, is as follows:
- A Bilingual Differential Certification request for specific unit members or vacant positions must be completed by the site administrator and submitted to the Personnel Commission Office. Personnel Commission staff will administer a skills test to determine competency, with an emphasis on the ability to speak the required language. The site administrator may request to remove the bilingual differential stipend from the unit member(s) or vacant positions when the translation is no longer needed. The District may conduct a bilingual differential need analysis as needed.

ARTICLE 7 • Hours of Employment

- 7.4 Lunch Periods: All employees working ~~four (4)~~ five (5) or more consecutive hours shall be entitled to an unpaid and uninterrupted (duty-free) lunch period. ~~The length of time for such lunch periods shall be not less than thirty (30) minutes. The lunch period shall be mutually agreed upon by the supervisor and employee and shall be as close to the midpoint of the work shift as possible.~~

- 7.5 Breaks:

Hours of Shift	Break	Lunch (minimum)	Break
Less than 4 <u>5</u>	10-15 min	None	n/a
4-5 to 6.75	15 min	30 min	n/a
7.0 to 8	15 min	30 min	15 min

Employees shall not be permitted to shorten their workday by foregoing rest or lunch periods.

- ~~7.10 Staff Development Buy Back: The following modification to the regular work year for Instructional Aides shall be contingent upon the continued funding of SB1193, Staff Development Buy Back. Instructional Aides shall be defined to include the following Instructional Aide job classifications:~~

~~_____ Instructional Aide
_____ Instructional Aide - Bilingual
_____ Instructional Aide - Special Education
_____ Instructional Aide - Fee Based Preschool~~

~~Instructional Aides named above work a 182-day calendar—180 student attendance days and two pupil-free days. One additional pupil-free day shall be added to the work year, resulting in a 182-day work year. The one staff development day funded by SB1193 shall be a six-hour workday at the regular hourly rate of pay for each Instructional Aide.~~

~~In the event SB1193, Staff Development Buy Back funding, is eliminated or reduced, the Instructional Aide work year shall revert to 182 days.~~

ARTICLE 9 • Health and Welfare Benefits

- 9.1 The District and Association agree that the District shall provide the currently modified medical, dental, and life insurance benefits programs for all eligible employees in the Bargaining Unit. Any changes to this plan shall be negotiated and mutually agreed upon and ratified by the membership.

Effective January 1, ~~2007~~2012, the District shall offer Kaiser and ~~Health-Net~~UnitedHealthcare (VEBA) Plans. For current employees only, the District shall pay 30% of dependant coverage for the value of Network 1 or Standard rates. Such coverage is available for employees working 50% or more. However, retirees are not eligible for District subsidized dependent care coverage.

Due to the changes with both medical benefit providers, all plans will have modifications to co-payments and coverages. Those benefit changes are outlined in *plan comparison sheets* provided to every employee and are included in these carrier master contracts available to employees on request.

In addition, the District shall provide to all eligible employees \$~~1,857,101,927.30~~ as an amount to be used at the employee's discretion for dependent coverage, additional insurance, tax sheltered annuities, and/or cash on the employee's monthly warrant. Unit Members working six hours or more (75% or more) shall receive the \$~~1,857,101,927.30~~ discretionary amount.

Employees employed part-time (50%–74%) shall receive full health, dental, and life insurance benefits. These employees shall also receive a pro rata share of \$~~1,857,101,927.30~~, based on the number of hours employed, i.e., a 50 percent (50%) employee shall receive 50 percent (50%) of the above mentioned discretionary amount.

The District and Association agree that the effective salary improvement ~~COLA~~ for the prior year shall be applied to the discretionary cash balance (currently \$~~1,857,101,927.30~~), effective July 1 of each subsequent year. All negative impacts shall be subject to bargaining.

- 9.4 Opt-Out Payment: District payments to Fund 17, commonly known as the Opt-Out Fund, will be paid annually based on the following calculation:

(Base employee cost for least expensive standard plan (currently Kaiser) - \$800.00) / 6 (1) x
(number of employees opting out).

Regardless of the number of employees opting out, the minimum payment to Fund 17 will not be less than \$50,000 per year.

Once the base contribution of \$50,000 per year is reached, the annual funding shall be adjusted based on the funded COLA received by the school district; the contribution will not be adjusted to an amount below \$50,000.

ARTICLE 11 • Leaves

D. Definitions

1. In cases affecting a bargaining unit member, a catastrophic illness or injury is defined as one that is expected to incapacitate the bargaining unit member for an extended period of time and which causes the bargaining unit member to exhaust all fully paid leave. An extended period of time is defined as in excess of 30 work days/6 work weeks.

In cases affecting a bargaining unit member's family, a catastrophic illness or injury is defined as an instance that requires the employee to take time off from work to care for that family member for an extended period of time as defined by the Family Medical Leave Act. An extended period of time is defined as in excess of 30 work days/6 work weeks.

Leave bank donations will run concurrent with extended sick leave (commonly referred to as half-pay). Extended sick leave (commonly referred to as half pay) shall commence upon exhaustion of catastrophic leave days.

2. Calamitous event: An event of a significant nature; e.g., flood, fire, earthquake, the death of an immediate family member, etc.
3. Maternity and/or childcare leaves shall be considered catastrophic only if qualified as defined.
4. Employees absent from work due to a work related injury are not eligible to apply for sick leave from the bank as leave provisions and

- 11.6 Personal/Compelling Leave: A maximum of ~~Three (3)~~ten (10) days per year from available sick leave may be used for reasons of a personal ~~or compelling~~ nature, for which the request shall be submitted for approval in advance, wherein possible. ~~Approval will be granted in the order of arrival in the Human Resources Department.~~ The ~~three (3)~~ten (10) days may not be taken on successive workdays; a maximum of ~~two-five (25)~~ days shall be permitted in succession. Not more than ten percent (10%) of the employees from any one site or department will be approved on any one day, consistent with the needs of the District and the workload of the school or department.

ARTICLE 13 • Transfers

- 13.1.2 For the purpose of this section only, School Office Assistant, Office Assistant II, and Health Technician, shall be considered the same classification. (However, these classifications are considered separate for the purpose of bumping and reemployment. See Article 18.5, 18.8 and 18.9.)

ARTICLE 16 • Child Nutrition Department

- 16.1 Bidding: The number of positions and/or the hours assigned to each position within the Child Nutrition Department may change from year to year, based on the needs of the District, school, and/or department.

Therefore, during the last week/month of May of each year, all Child Nutrition employees will be notified as to the availability of assignments and be permitted to bid on those assignments on the basis of seniority (as outlined in Article 18.4.1, Order of Layoff). A minimum of one-half (.5) hour increase or decrease in assigned time is required to affect a transfer. Any reduction in assigned time shall be accomplished in accordance with Article 18 (Layoff and Reemployment).

- 16.3 Breaks:

<u>Hours of Shift</u>	<u>Break</u>	<u>Lunch (minimum)</u>	<u>Break</u>
<u>Less than 3.75</u>	<u>None</u>	<u>None</u>	<u>n/a</u>
<u>More than 3.75 to 5</u>	<u>15 min</u>	<u>None</u>	<u>n/a</u>
<u>More than 5 to 6.75</u>	<u>15 min</u>	<u>30 min</u>	<u>n/a</u>
<u>More than 6.75 to 8</u>	<u>15 min</u>	<u>30 min</u>	<u>15 min</u>

<u>Hours of Shift</u>	<u>Break</u>	<u>Lunch (minimum)</u>	<u>Break</u>
<u>Less than 3.5</u>	<u>None</u>	<u>None</u>	<u>n/a</u>
<u>3.5 to 3.75</u>	<u>15 min</u>	<u>None</u>	<u>n/a</u>
<u>4.0 to 6</u>	<u>15 min</u>	<u>30 min</u>	<u>n/a</u>
<u>6.25 to 8</u>	<u>15 min</u>	<u>30 min</u>	<u>15 min</u>

ARTICLE 18 • Layoff and Reemployment

- 18.2 Notice of Layoff: Notice of pending layoffs shall be given as early as possible but in no case less than ~~forty-five (45)~~sixty (60) calendar days prior to the effective date.

~~18.8 Voluntary Demotion or Voluntary Reduction in Hours In Lieu of Layoff: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be offered the option to return to a position in their former class or to an available position with increased assigned time. Employees shall be ranked in accordance with their seniority on reemployment lists (Ed Code 45298).~~

- 18.~~8~~9 Reemployment Rights: Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff by seniority. Their reemployment shall take precedence over any other type of employment, defined or undefined in this Agreement.

18.~~8~~9.1 The District and CSEA recognize the rights of unit members on the reemployment list to return to work and be "made whole," while also recognizing current employees' opportunities for increased hours. Therefore, the following process has been established when a vacancy occurs:

1. Employees on the reemployment list whose hours did not exceed the current vacancy are contacted in order of seniority and are offered the position.
2. Otherwise, when the vacancy exceeds the former hours of those on the reemployment list, they will be considered, together with current employees, in the lateral transfer process.
3. The reemployment process continues until vacancies are filled.

18.~~8~~9.2 Employees on the 39-month reemployment list, who indicate a desire to be considered for an out-of-class position, promotional or not, shall receive a selection interview if they *pass* the exam process regardless of rank on the eligibility list. This right to a selection interview shall be considered giving preference and it is not a guarantee for rehire. (Reference *Tucker v. Grossmont Union High School District Decision*.)

As it relates to this agreement, to *pass* the exam process, an employee on the 39-month reemployment list must:

1. Indicate his/her desire to be considered for the position.
2. Pre-qualify through paper screening.
3. Achieve a passing score on the written test, the oral board and/or other examination parts.
4. Be certified to be on the eligibility list by the Personnel Commission.

The Director of Classified Personnel, in accordance with Personnel Rules and Regulations, determines the criterion for a passing score.

~~18.9 Voluntary Demotion or Voluntary Reduction in Hours In Lieu of Layoff: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be offered the option to return to a position in their former class or to an available position with increased assigned time. Employees shall be ranked in accordance with their seniority on reemployment lists.~~

- 18.13 Employee Notification to District: An employee shall notify the District of his intent to accept or refuse reemployment within ~~five (5)~~three (3) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) calendar days following receipt of the reemployment notice.

ARTICLE 22 • Term of Agreement

- 22.1 This Agreement shall be effective upon ratification by the Association and adoption by the Board and shall continue in effect through June 30, ~~2013~~2016.
- 22.2 For the ~~2011~~2014/~~2012~~2015, and ~~2012~~2015/~~2013~~2016 school years, the parties agree to reopen negotiations on or about May 15, ~~2012~~2014 and May 15, ~~2013~~2015, on Article VI, Wages and Allowances; and Article IX, Health and Welfare Benefits; plus not more than two (2) other Articles selected by each party.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives:

LA MESA-SPRING VALLEY
SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION

~~Emma Turner~~Bob Duff, President
Board of Education

~~Annabeth Bongard~~Alejandro Vallejo, President
Chapter 419

Claudia Bender, Assistant Superintendent
~~Superintendent's Designee~~
Representative of the Governing Board

~~Chris Swanson~~Dan Ortiz
Labor Relations Representative

Date

Date

Anna Bongard, CSEA Chapter 419 Date

Brenda Keagy, CSEA Chapter 419 Date

Barbara Pratt, CSEA Chapter 419 Date

Peter Ramos, CSEA Chapter 419 Date

Ahmad Swinton, CSEA Chapter 419 Date

APPENDIX B • Classified Salary Schedule

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Classified Salary Schedule Effective July 1, 2012			Step	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	
			Range	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	
Child Nutrition Worker I			9	23,999.00 1,991.58 11.49	26,062.00 2,088.50 12.05	26,395.00 2,198.75 12.69	27,768.00 2,198.75 13.35	27,768.00 2,198.75 13.35	28,099.00 2,241.58 13.07	28,099.00 2,241.58 13.07	30,599.00 2,500.00 14.68	30,599.00 2,500.00 14.68	32,066.00 2,464.92 15.42	32,066.00 2,464.92 15.42	33,293.00 2,229.42 16.15	33,293.00 2,229.42 16.15	35,120.00 1,826.58 16.88	35,120.00 1,826.58 16.88	36,647.00 1,517.00 17.52	36,647.00 1,517.00 17.52	38,336.00 1,681.00 18.25	38,336.00 1,681.00 18.25	40,120.00 1,784.00 18.98	40,120.00 1,784.00 18.98	41,959.00 1,839.00 19.71	41,959.00 1,839.00 19.71	43,853.00 1,894.00 20.44	43,853.00 1,894.00 20.44	45,803.00 1,949.00 21.17	45,803.00 1,949.00 21.17
Child Nutrition Worker II Guidance Aide Paraprofessional			14	26,052.00 2,088.50 12.65	26,385.00 2,198.75 12.69	27,768.00 2,314.00 13.35	27,768.00 2,314.00 13.35	28,099.00 2,421.58 13.57	28,099.00 2,421.58 13.57	30,599.00 2,564.52 14.08	30,599.00 2,564.52 14.08	32,100.00 2,476.08 15.44	32,100.00 2,476.08 15.44	33,199.00 2,809.52 16.21	33,199.00 2,809.52 16.21	35,324.00 2,943.67 16.96	35,324.00 2,943.67 16.96	36,590.00 3,077.50 17.75	36,590.00 3,077.50 17.75	38,916.00 3,167.67 18.53	38,916.00 3,167.67 18.53	40,300.00 3,029.92 19.28	40,300.00 3,029.92 19.28	42,739.00 2,496.00 20.03	42,739.00 2,496.00 20.03	45,234.00 2,496.00 20.78	45,234.00 2,496.00 20.78	47,785.00 2,551.00 21.53	47,785.00 2,551.00 21.53	
Office Assistant I			17	25,933.00 2,102.75 12.42	27,202.00 2,266.83 13.08	28,524.00 2,377.00 13.71	29,500.00 2,377.00 13.71	31,495.00 2,495.00 14.29	31,495.00 2,495.00 14.29	33,051.00 2,624.82 15.14	33,051.00 2,624.82 15.14	34,707.00 2,764.00 15.89	34,707.00 2,764.00 15.89	36,559.00 2,892.25 16.69	36,559.00 2,892.25 16.69	38,012.00 3,029.92 17.48	38,012.00 3,029.92 17.48	39,850.00 3,167.67 18.25	39,850.00 3,167.67 18.25	41,985.00 3,209.92 19.00	41,985.00 3,209.92 19.00	43,853.00 3,272.58 19.75	43,853.00 3,272.58 19.75	45,803.00 3,327.58 20.50	45,803.00 3,327.58 20.50	47,834.00 3,382.58 21.25	47,834.00 3,382.58 21.25	49,945.00 3,437.58 22.00	49,945.00 3,437.58 22.00	
School Bus Attendant			18	26,102.00 1,935.00 12.55	27,499.00 1,935.00 13.19	28,778.00 2,307.92 13.83	28,778.00 2,307.92 13.83	30,256.00 2,521.23 14.55	30,256.00 2,521.23 14.55	31,749.00 2,645.17 15.26	31,749.00 2,645.17 15.26	33,300.00 2,719.08 16.01	33,300.00 2,719.08 16.01	34,920.00 2,819.08 16.81	34,920.00 2,819.08 16.81	36,600.00 3,093.17 17.61	36,600.00 3,093.17 17.61	38,340.00 3,193.17 18.41	38,340.00 3,193.17 18.41	40,140.00 3,293.17 19.21	40,140.00 3,293.17 19.21	42,000.00 3,393.17 19.96	42,000.00 3,393.17 19.96	43,920.00 3,493.17 20.71	43,920.00 3,493.17 20.71	45,900.00 3,593.17 21.46	45,900.00 3,593.17 21.46	47,940.00 3,693.17 22.21	47,940.00 3,693.17 22.21	
Child Nutrition Worker III			19	26,385.00 2,198.75 12.69	27,768.00 2,314.00 13.35	29,059.00 2,421.58 13.97	29,059.00 2,421.58 13.97	30,599.00 2,564.52 14.68	30,599.00 2,564.52 14.68	32,100.00 2,645.17 15.44	32,100.00 2,645.17 15.44	33,600.00 2,719.08 16.21	33,600.00 2,719.08 16.21	35,100.00 2,819.08 16.96	35,100.00 2,819.08 16.96	36,600.00 2,919.08 17.71	36,600.00 2,919.08 17.71	38,100.00 3,019.08 18.46	38,100.00 3,019.08 18.46	39,600.00 3,119.08 19.21	39,600.00 3,119.08 19.21	41,100.00 3,219.08 19.96	41,100.00 3,219.08 19.96	42,600.00 3,319.08 20.71	42,600.00 3,319.08 20.71	44,100.00 3,419.08 21.46	44,100.00 3,419.08 21.46	45,600.00 3,519.08 22.21	45,600.00 3,519.08 22.21	
Paraprofessional - Bilingual Paraprofessional - Special Education			21	26,921.00 2,243.42 12.94	28,259.00 2,354.92 13.59	29,649.00 2,479.00 14.25	31,135.00 2,479.00 14.87	32,678.00 2,504.58 15.71	32,678.00 2,504.58 15.71	34,315.00 2,723.17 16.50	34,315.00 2,723.17 16.50	36,031.00 2,889.58 17.32	36,031.00 2,889.58 17.32	37,840.00 3,002.88 18.15	37,840.00 3,002.88 18.15	39,734.00 3,145.88 18.98	39,734.00 3,145.88 18.98	41,716.00 3,288.50 19.81	41,716.00 3,288.50 19.81	43,789.00 3,431.50 20.64	43,789.00 3,431.50 20.64	45,955.00 3,574.50 21.47	45,955.00 3,574.50 21.47	48,216.00 3,717.50 22.30	48,216.00 3,717.50 22.30	50,573.00 3,860.50 23.13	50,573.00 3,860.50 23.13	53,026.00 3,903.50 23.96	53,026.00 3,903.50 23.96	
Health Aide			24	27,788.00 2,314.00 13.35	29,099.00 2,421.58 13.97	30,539.00 2,544.92 14.68	32,113.00 2,676.08 15.44	33,826.00 2,807.58 16.21	33,826.00 2,807.58 16.21	35,579.00 2,940.83 16.96	35,579.00 2,940.83 16.96	37,374.00 3,077.50 17.71	37,374.00 3,077.50 17.71	39,210.00 3,219.08 18.46	39,210.00 3,219.08 18.46	41,090.00 3,365.58 19.21	41,090.00 3,365.58 19.21	43,010.00 3,516.58 19.96	43,010.00 3,516.58 19.96	45,000.00 3,672.58 20.71	45,000.00 3,672.58 20.71	47,050.00 3,833.58 21.46	47,050.00 3,833.58 21.46	49,160.00 3,999.58 22.21	49,160.00 3,999.58 22.21	51,330.00 4,170.58 22.96	51,330.00 4,170.58 22.96	53,560.00 4,346.58 23.71	53,560.00 4,346.58 23.71	
Cook Custodian / plus differential pay for night employees Extended School Services Leader			26	28,259.00 2,354.92 13.59	29,649.00 2,479.00 14.25	31,135.00 2,594.58 14.87	32,768.00 2,723.17 15.71	34,550.00 2,889.58 16.50	34,550.00 2,889.58 16.50	36,380.00 3,002.88 17.32	36,380.00 3,002.88 17.32	38,260.00 3,145.88 18.15	38,260.00 3,145.88 18.15	40,190.00 3,288.50 18.98	40,190.00 3,288.50 18.98	42,170.00 3,431.50 19.81	42,170.00 3,431.50 19.81	44,200.00 3,574.50 20.64	44,200.00 3,574.50 20.64	46,290.00 3,717.50 21.47	46,290.00 3,717.50 21.47	48,440.00 3,860.50 22.30	48,440.00 3,860.50 22.30	50,650.00 3,903.50 23.13	50,650.00 3,903.50 23.13	52,920.00 3,946.50 23.96	52,920.00 3,946.50 23.96	55,250.00 3,989.50 24.71	55,250.00 3,989.50 24.71	
Special Education Behavioral Assistant Paraprofessional, Special Education Communication Facilitator			27	28,524.00 2,377.00 13.71	29,940.00 2,495.00 14.39	31,495.00 2,624.92 15.14	33,200.00 2,754.50 15.89	35,050.00 2,887.08 16.66	35,050.00 2,887.08 16.66	36,945.00 3,029.92 17.48	36,945.00 3,029.92 17.48	38,885.00 3,181.42 18.35	38,885.00 3,181.42 18.35	40,870.00 3,332.92 19.23	40,870.00 3,332.92 19.23	42,900.00 3,484.42 20.10	42,900.00 3,484.42 20.10	45,000.00 3,635.92 20.98	45,000.00 3,635.92 20.98	47,150.00 3,787.42 21.85	47,150.00 3,787.42 21.85	49,360.00 3,938.92 22.73	49,360.00 3,938.92 22.73	51,630.00 4,090.42 23.60	51,630.00 4,090.42 23.60	53,960.00 4,241.92 24.48	53,960.00 4,241.92 24.48	56,350.00 4,393.42 25.35	56,350.00 4,393.42 25.35	
Central Kitchen Cook			29	29,059.00 2,421.58 13.57	30,599.00 2,544.92 14.68	32,100.00 2,676.08 15.44	33,600.00 2,807.58 16.21	35,100.00 2,940.83 16.96	35,100.00 2,940.83 16.96	36,600.00 3,077.50 17.71	36,600.00 3,077.50 17.71	38,100.00 3,219.08 18.46	38,100.00 3,219.08 18.46	39,600.00 3,365.58 19.21	39,600.00 3,365.58 19.21	41,100.00 3,516.58 19.96	41,100.00 3,516.58 19.96	42,600.00 3,672.58 20.71	42,600.00 3,672.58 20.71	44,100.00 3,833.58 21.46	44,100.00 3,833.58 21.46	45,600.00 3,999.58 22.21	45,600.00 3,999.58 22.21	47,100.00 4,170.58 22.96	47,100.00 4,170.58 22.96	48,600.00 4,346.58 23.71	48,600.00 4,346.58 23.71	50,100.00 4,522.58 24.46	50,100.00 4,522.58 24.46	
Child Nutrition Site Leader Library Media Technician Special Education, Bilingual Testing Facilitator & Interpreter Central Kitchen Assistant Manager Kitchen Manager			31	29,940.00 2,479.00 14.25	31,495.00 2,594.58 14.87	33,200.00 2,723.17 15.71	35,050.00 2,887.08 16.50	36,945.00 3,029.92 17.32	36,945.00 3,029.92 17.32	38,885.00 3,181.42 18.15	38,885.00 3,181.42 18.15	40,870.00 3,332.92 18.98	40,870.00 3,332.92 18.98	42,900.00 3,484.42 19.81	42,900.00 3,484.42 19.81	45,000.00 3,635.92 20.64	45,000.00 3,635.92 20.64	47,150.00 3,787.42 21.47	47,150.00 3,787.42 21.47	49,360.00 3,938.92 22.30	49,360.00 3,938.92 22.30	51,630.00 4,090.42 23.13	51,630.00 4,090.42 23.13	53,960.00 4,241.92 23.96	53,960.00 4,241.92 23.96	56,350.00 4,393.42 24.71	56,350.00 4,393.42 24.71	58,800.00 4,544.92 25.54	58,800.00 4,544.92 25.54	
Health Technician Office Assistant II School Office Assistant			34	30,539.00 2,444.92 14.68	32,113.00 2,676.08 15.44	33,826.00 2,807.58 16.21	35,579.00 2,940.83 16.96	37,374.00 3,077.50 17.71	37,374.00 3,077.50 17.71	39,210.00 3,219.08 18.46	39,210.00 3,219.08 18.46	41,090.00 3,365.58 19.21	41,090.00 3,365.58 19.21	43,010.00 3,516.58 19.96	43,010.00 3,516.58 19.96	45,000.00 3,672.58 20.71	45,000.00 3,672.58 20.71	47,050.00 3,833.58 21.46	47,050.00 3,833.58 21.46	49,160.00 3,999.58 22.21	49,160.00 3,999.58 22.21	51,330.00 4,170.58 22.96	51,330.00 4,170.58 22.96	53,560.00 4,346.58 23.71	53,560.00 4,346.58 23.71	55,850.00 4,522.58 24.46	55,850.00 4,522.58 24.46	58,200.00 4,698.58 25.21	58,200.00 4,698.58 25.21	
Gardener			38	31,749.00 2,645.78 15.26	33,300.00 2,776.58 16.01	34,920.00 2,916.92 16.81	36,600.00 3,058.83 17.61	38,340.00 3,216.17 18.41	38,340.00 3,216.17 18.41	40,140.00 3,377.00 19.21	40,140.00 3,377.00 19.21	42,000.00 3,542.50 20.03	42,000.00 3,542.50 20.03	43,920.00 3,713.50 20.81	43,920.00 3,713.50 20.81	45,900.00 3,889.50 21.64	45,900.00 3,889.50 21.64	47,940.00 4,070.50 22.46	47,940.00 4,070.50 22.46	49,940.00 4,256.50 23.29	49,940.00 4,256.50 23.29	52,000.00 4,447.50 24.12	52,000.00 4,447.50 24.12	54,120.00 4,643.50 24.95	54,120.00 4,643.50 24.95	56,300.00 4,844.50 25.78	56,300.00 4,844.50 25.78	58,540.00 5,049.50 26.61	58,540.00 5,049.50 26.61	
Senior Custodian / plus differential pay for night employees Warehouse Worker/Delivery Driver			39	32,113.00 2,676.08 15.44	33,826.00 2,807.58 16.21	35,579.00 2,940.83 16.96	37,374.00 3,077.50 17.71	39,210.00 3,219.08 18.46	39,210.00 3,219.08 18.46	41,090.00 3,365.58 19.21	41,090.00 3,365.58 19.21	43,010.00 3,516.58 19.96	43,010.00 3,516.58 19.96	45,000.00 3,672.58 20.71	45,000.00 3,672.58 20.71	47,050.00 3,833.58 21.46	47,050.00 3,833.58 21.46	49,160.00 3,999.58 22.21	49,160.00 3,999.58 22.21	51,330.00 4,170.58 22.96	51,330.00 4,170.58 22.96	53,560.00 4,346.58 23.71	53,560.00 4,346.58 23.71	55,850.00 4,522.58 24.46	55,850.00 4,522.58 24.46	58,200.00 4,698.58 25.21	58,200.00 4,698.58 25.21	60,610.00 4,874.58 26.04	60,610.00 4,874.58 26.04	
Employee Attendance Technician Child Nutrition Assistant			40	32,442.00 2,703.50 15.60	33,967.00 2,830.58 16.33	35,600.00 2,979.92 17.14	37,349.00 3,119.08 17.99	39,200.00 3,279.17 18.82	39,200.00 3,279.17 18.82	41,150.00 3,445.57 19.69																				

APPENDIX B • Classified Salary Schedule (Cont.)

Classified Salary Schedule Effective July 1, 2012			Step	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
			Range	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Secretary			51	36,028.00	37,792.00	39,604.00	41,734.00	43,830.00	45,956.00	48,254.00	50,552.00	52,850.00	55,148.00	57,446.00	59,744.00	62,042.00	64,340.00	66,638.00
District Translator/Interpreter				3,602.33	3,843.33	3,907.33	3,877.00	3,826.75	3,829.67	4,017.17	4,212.67	4,408.17	4,603.67	4,800.00	5,000.00	5,200.00	5,400.00	5,600.00
Payroll/Benefits Technician				36,355.00	38,183.00	40,193.00	42,417.00	44,258.00	46,383.00	48,762.00	51,021.00	53,580.00	56,000.00	58,500.00	61,000.00	63,500.00	66,000.00	68,500.00
BSS Account Technician			52	3,029.92	3,182.00	3,341.25	3,509.75	3,688.17	3,885.25	4,098.50	4,251.75	4,405.00	4,558.25	4,711.50	4,864.75	5,018.00	5,171.25	5,324.50
Driver Trainer				17.48	18.36	19.29	20.25	21.28	22.30	23.31	24.33	25.34	26.35	27.36	28.37	29.38	30.39	31.40
Interpreter for the Deaf				37,792.00	39,604.00	41,734.00	43,830.00	45,956.00	48,254.00	50,552.00	52,850.00	55,148.00	57,446.00	59,744.00	62,042.00	64,340.00	66,638.00	68,936.00
Licensed Vocational Nurse				3,149.33	3,307.83	3,477.00	3,652.75	3,826.67	4,028.58	4,236.33	4,427.00	4,608.50	4,783.00	4,958.50	5,134.00	5,309.50	5,485.00	5,660.50
School Office Manager				18.17	19.08	20.06	21.07	22.09	23.22	24.38	25.54	26.70	27.87	29.03	30.20	31.36	32.53	33.69
Skilled Maintenance Worker I				30,355.00	31,346.00	32,424.00	33,502.00	34,580.00	35,658.00	36,736.00	37,814.00	38,892.00	39,970.00	41,048.00	42,126.00	43,204.00	44,282.00	45,360.00
Skilled Maintenance Worker II				3,279.17	3,455.67	3,638.67	3,794.33	3,950.58	4,108.58	4,268.58	4,430.58	4,593.58	4,757.58	4,922.58	5,088.58	5,255.58	5,423.58	5,591.58
Buyer				18.92	19.88	20.88	21.83	22.98	24.12	25.33	26.63	27.74	28.95	30.16	31.37	32.58	33.79	35.00
Droptoucher				40,119.00	42,117.00	44,251.00	46,383.00	48,744.00	51,101.00	53,658.00	56,211.00	58,768.00	61,321.00	63,874.00	66,427.00	68,980.00	71,533.00	74,086.00
Lead Payroll-Benefit Specialist			62	3,343.25	3,601.75	3,568.17	3,885.25	4,061.75	4,258.42	4,471.33	4,684.25	4,897.17	5,110.00	5,322.83	5,535.67	5,748.50	5,961.33	6,174.17
Lead Groundskeeper				19.29	20.25	21.28	22.34	23.41	24.52	25.63	26.74	27.85	28.96	30.07	31.18	32.29	33.40	34.51
Computer Support Technician			63	40,297.00	42,610.00	45,007.00	47,586.00	49,761.00	52,584.00	54,737.00	57,061.00	59,374.00	61,687.00	63,999.00	66,312.00	68,625.00	70,938.00	73,251.00
Accounting Specialist				3,374.75	3,642.90	3,724.75	3,907.17	4,105.08	4,304.50	4,515.78	4,734.82	4,909.17	5,156.42	5,400.17	5,642.50	5,884.83	6,127.17	6,369.50

APPENDIX D • Grievance Form
La Mesa-Spring Valley School District

Grievance Number _____

Location _____

GRIEVANCE

Grievant(s) _____

Date of grievance _____ Level _____

Supervisor (person with whom grievance filed) _____

Date of discovery of alleged grievance _____

Statement of allegation:

Remedy sought:

Action to date (including action from previous levels, if any):

Grievant's signature

Supervisor's signature

Date of filing

Copy to: ~~WHITE~~ Human Resources, ~~YELLOW~~ Supervisor,

~~PINK~~ Grievant

Human Resources: 7/90

APPENDIX E

Side Letter

By and Between the California School Employees Association and its La Mesa Chapter 419
and La Mesa-Spring Valley School District for Article 5.7

April 26, 2013

Article 5.7: Organizational Rights: Collaborative Relationship and Release Time

The District and CSEA and its Chapter 419 recognize that due to severe budget cuts and the additional work required to implement the "core base program" the CSEA Executive Board is using release time in excess of 160 hours.

For the 2012-2013 and 2013-2014 fiscal years only, the parties agree to increase the allocation to:


1. Twenty-percent release time for the CSEA President. This release time shall be used each week, as pre-arranged with the department manager. For example, the president might be released one full-day per week, or two half-days. The purpose of the release time is to increase oral and written communication with classified personnel, complete duties required by the position of president and provide time to attend meetings with District personnel.
2. One hundred sixty (160) hours of release time (above the 20% release time listed above) shall be allocated and available to the CSEA Executive Board to support the mutual interest of a strong collaborative relationship. Executive Board members shall inform their immediate supervisor of release time requests in a timely manner. The Executive Board shall complete employee absence forms and provide the Assistant Superintendent, Human Resources with release time totals as requested.

All other language in Article 5: Organizational Rights remains in effect including reasonable release time for the negotiations team to participate in negotiations.



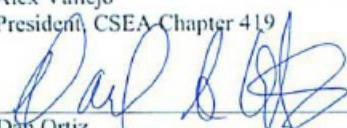
Claudia Bender
Assistant Superintendent, Human Resources

5/9/2013
Date



Alex Vallejo
President, CSEA Chapter 419

5-10-13
Date



Dan Ortiz
Labor Relations Representative

5/10/13
Date

APPENDIX F

La Mesa-Spring Valley School District CSEA Chapter 419

Side Letter: OPT-OUT INSURANCE FUND

Due to the expiration of the CSEA contract on June 30, 2010, this Side Letter was written to continue the previous agreement signed January 24, 2008, (see attachment 1) and formalize current practice.

The opt-out fund was initiated in 1995-96 to create a fund that could be accessed by the Insurance Committee to improve employee benefit programs. At that point, it was agreed by CSEA and La Mesa-Spring Valley Teacher's Association that an employee who "opted out" of receiving health insurance benefits would receive \$800.00 and the District would receive \$800. The agreement further stipulated that the \$800.00 received by the District would be split in half, with one-half set aside for the "Opt-Out Insurance Fund".

From 1995 to 2006 the per employee contribution to the Opt-Out Insurance fund remained constant at \$400.00. In 2006-07 it was recognized that due to the increased cost of health coverage, the per employee opt-out contribution should have been adjusted over the years. As of January 2008, the past due debt owed to the Opt-Out fund was calculated at \$785,770.

The Association and District met in January 2008, negotiated and agreed that the past debt due to the Opt-Out fund would be completely forgiven. At no time in the future will the Association request repayment of this debt.

Due to significant budget deficits in the state budget, the Association and District agreed to forgive the payments to the Opt-Out fund for the 2007-08 and 2008-09 school years.

Additionally, the Association and District met and negotiated on August 5, 2010, regarding the use of Opt-Out Funds as a portion of salary concessions. A Memo of Understanding was signed August 5, 2010, (see attachment 2) detailing a transfer of funds totaling one (1) percent of salary for LMSVTA and CSEA; (\$700,000) from Opt-Out Fund 17 into District reserves for economic uncertainties. These funds are to be held until such time as said reserves are equal to at least five (5) percent of the general fund. An annual review of the MOU shall occur after the unaudited actuals are accepted by the Board.

For future reference, the District contribution to the Opt-Out fund is calculated using this formula:

Total premiums District would have paid based on the lower of the District health care plan options, less cost of opt-out employees' stipends (currently \$800.00 per year for each full time employee), divided by 2 = 50% savings to Opt-Out fund.

Claudia Bender
Assistant Superintendent, Human Resources

Date

Annabeth Bongard
President, CSEA Chapter 419

Date

APPENDIX J

La Mesa-Spring Valley School District
CSEA - Chapter 419
SIDE LETTER

OPT-OUT INSURANCE FUND

The Opt-Out Fund was initiated in 1995-96 to create a fund that could be accessed by the Insurance Committee to improve employee benefit programs (including wellness). At that point, it was agreed by CSEA and La Mesa-Spring Valley Teacher's Association that an employee who "opted out" of receiving health insurance benefits would receive \$800.00 and the District would receive \$800. The agreement further stipulated that the \$800.00 received by the District would be split in half, with one-half set aside for the "Opt-Out Insurance Fund".

From 1995 to 2006 the per-employee contribution to the Opt-Out Fund remained constant at \$400.00. In 2006-07 it was recognized that due to increased cost of health coverage, the per-employee opt-out contribution should have been adjusted over the years. As of January 2008, the past due debt owed to the opt-out fund was calculated at \$785,770.

The Association and District met, negotiated and agreed that the past debt due to the Opt-Out Fund would be completely forgiven. At no time in the future will the Associations request repayment of this debt.

Due to significant budget deficits in the state budget, the Association and District agreed to waive the payments to the Opt-Out Fund for the 2007-08 and 2008-09 school years.

Should the state budget deficit continue to impact the fiscal stability of the District, the Associations agree to meet with the District and discuss the potential suspension of the opt-out funds for the year 2009-10.

For future reference, the District contribution to the Opt-Out fund is calculated using this formula:

Total premiums District would have paid based on the lower of the District health care plan options, less the cost of opt-out employees' stipends (currently \$800.00 per year for each full time employee), divided by 2 = 50% contribution to Opt-Out Fund.

Claudia Bender

Claudia Bender
Assistant Superintendent, Human Resources

Chris Benker

Chris Benker,
President, CSEA Chapter 419

1/24/08

Date

1/24/08

Date

ATTACHMENT 1

Memorandum of Understanding

CSEA, LMSVTA, LMSV District

August 5, 2010

The purpose of this document is to record changes to the ratified agreements for both CSEA and LMSVTA as it relates to the 1% equivalent of salary that was bargained and ratified by both associations in June of 2010.

Effective with this Memorandum of Understanding, the language that recognizes that the one percent payment from Opt Out Fund 17, as an equivalent of salary for both LMSVTA and CSEA is null and void. As a result of bargaining on August 3, 2010 (LMSVTA) and August 5, 2010 (CSEA) an amount equal to 1% of salary for these two bargaining units (\$700,000) will be transferred from the Opt Out Fund 17 into District reserves for economic uncertainties and held until such time as said reserves are equal to at least 5% of the general fund. An annual review of this MOU shall occur after the unaudited actuals are accepted by the Board.

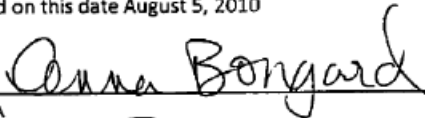
Once this 5% threshold is met, the amount of \$700,000 will be repaid immediately into the Opt Out Fund 17. All parties recognize that no interest will be accumulated or be due.

All parties recognize that as a result of this agreement the actual out-of-pocket salary reduction for the 2010 -- 2011 school year, for CSEA and LMSVTA bargaining unit groups is a net reduction of 1.5% from 2009 -- 2010.


For CSEA this is 1.5% reduction through furlough days; for LMSVTA this is 1.5% reduction off the salary schedule.

As is required for all transfers and expenditures from the Opt Out Fund 17, both CSEA and LMSVTA presidents are signatories to this agreement.


Executed on this date August 5, 2010



For CSEA



For LMSVTA

 8/5/10

For the District

ATTACHMENT 2

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **R-1 Reports of Officers of the Board**
 Boys & Girls Club Update

On May 1, 2012, the Board unanimously passed Resolution 11-12-21 in support of the establishment and construction of a Boys & Girls Clubs of East County Clubhouse on the campus of La Mesa Middle School. Since that time, the Boys & Girls Clubs of East County Foundation has established a fund raising committee to raise the approximately \$9 million needed to build and furnish the club. Members Winet and Baber and the Superintendent are members of the committee. There has been significant progress over the past six months, including a lead gift from the Brady Family of \$2 million.

Jerry Fazio, Foundation Executive Director, Boys & Girls Clubs of East County, will be present to provide an update to the Board on the progress that has been made and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-1 New Business**
 Adoption of Board Policy Updates

Action Item

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

ADMINISTRATIVE RECOMMENDATION

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

Board Policy Comparisons

July 2013

Delete	Add	Significant Changes
BP 1325	BP 1325 (BP revised)	Advertising and Promotion Policy updated to clarify its applicability only to advertisements and promotions by nonschool groups, not to student speech. Policy also clarifies the distinction between a nonpublic forum and limited public forum, addresses advertisements on district-sponsored web sites and social media, and prohibits distribution of materials or advertisements that are lewd or proselytize or position the district on any side of a controversial issue.
BP/AR/E 1330	BP/AR/E 1330 (BP/AR/E revised)	Use of School Facilities MANDATED policy reflects NEW LAW (SB 1404, 2012) which (1) modifies the definition of "direct costs" that may be charged for community use of school facilities or grounds and (2) includes the YMCA and religious organizations/churches that arrange for and supervise youth sports league activities among the nonprofit organizations, clubs, and associations that may be allowed the use of school facilities or grounds without charge. Policy also adds statements on joint use of school facilities and references BP 1325 - Advertising and Promotion for guidance on advertisements on school facilities. MANDATED regulation clarifies responsibilities of groups or organizations using school facilities, including a requirement to provide evidence of insurance against claims arising out the group's own negligence.
BP/AR 3460	BP/AR 3460 (BP/AR revised)	Financial Reports and Accountability Policy updated to reflect NEW LAW (AB 2662, 2012) which gives the County Superintendent of Schools the authority, upon receipt of a district's interim fiscal report, to change the district's qualified certification to a negative certification. Policy also contains material formerly in AR which refers to Board actions regarding the statement of unaudited actual receipts and expenditures, Gann appropriations limit resolution, interim reports, and audit report. Regulation updated to reflect current law regarding restoration of the reserve threshold and to add material regarding submission of audit report pertaining to federal funds to the federal Office of Management and Budget.

BP/AR 3514.1	BP/AR 3514.1 (BP/AR revised)	Hazardous Substances Policy and regulation updated to reflect requirements for a chemical hygiene plan, as required by state regulations for any employer that maintains a workplace where there is laboratory use of hazardous chemicals, such as a district that offers science laboratory classes. Policy also adds Board philosophy statement and reflects the California Department of Education (CDE) <i>Science Safety Handbook for California Public Schools</i> . Regulation also adds definition of "hazardous substance," adds material related to the storage and disposal of chemicals, updates material related to the hazard communications program to more directly reflect law and new terminology, and adds information about CSBA's HazMat Communications service.
BP/AR 3580	BP/AR 3580 (BP/AR revised)	District Records Policy updated to include actions to be taken in the event of any known or suspected breach of the security of district records containing confidential personal information.
E 4112.9/4212.9/4312.9	E 4112.9/4212.9/4312.9 (E revised)	Employee Notifications Exhibit updated to (1) reflect NEW LAW (AB 1575, 2012) requiring the uniform complaint procedure notice to include information about complaints regarding student fees; (2) add notice regarding automated external defibrillators; (3) reflect NEW LAW (AB 1908, 2012) revising the timing of notice of layoff and reemployment rights of classified personnel; (4) add notice of bus drivers regarding vehicle idling limitations; and (5) add notices related to the chemical hygiene plan and hazard communications program.
AR 4117.14/4317.14	AR 4117.14/4317.14 (AR revised)	Postretirement Employment Regulation revised to reflect NEW LAW (AB 340, 2012) which exempts a retired individual who has attained the normal retirement age from the prohibition against returning to postretirement employment for at least six months after retirement, provided that certain conditions are met. Regulation deletes postretirement earning limitation exemptions based on expired law, including those for retirees employed to provide specified instructional services or employed in an emergency situation to fill a vacant administrative position requiring highly specialized skills. Regulation also deletes material describing exemptions for certain state-appointed trustees/administrators and County Superintendent of Schools appointments, since

		those assignments are not the responsibility of the district.
BP 5030	BP 5030 (BP revised)	Student Wellness MANDATED policy updated for consistency with CSBA's publications <i>Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies</i> and <i>Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide</i> (both updated in fall 2012). Policy revises section on "Goals for Nutrition, Physical Activity, and Other Wellness Activities" to add language related to school gardens, summer programs as opportunities for nutrition education and physical activity, professional development, school health services, and bullying prevention. Section on "Nutritional Guidelines for Foods Available at School" adds notes on new nutrition standards for the National School Lunch and Breakfast Programs and the proposed federal rule regarding outside food sales, and includes new language on access to drinking water during mealtimes. Policy also revises suggested indicators for program evaluation and adds optional language establishing the frequency of program evaluation.
BP 5131.2	BP 5131.2 (BP revised)	Bullying Policy updated to ensure compliance with CDE decision that uniform complaint procedures must be used to receive and investigate student complaints involving discrimination, harassment, intimidation, and bullying based on the characteristics covered within Education Code 234.1.
BP 5145.3	BP 5145.3 (BP revised)	Nondiscrimination/Harassment MANDATED policy updated to ensure compliance with CDE decision that uniform complaint procedures must be used to receive and investigate student complaints involving discrimination, harassment, intimidation, and bullying based on the characteristics covered within Education Code 234.1.
E 5145.6	E 5145.6 (E revised)	Parental Notifications Exhibit updated to (1) reflect NEW LAW (AB 1575, 2012) which requires the uniform complaint procedure notice to include information about complaints regarding student fees; (2) add notice regarding process for reclassifying English learners as fluent English proficient and the opportunity for parents/guardians to participate in that process; (3) consolidate and clarify notifications related to

		education of English learners; (4) add notice of failure to achieve annual measurable achievement objectives for English learners; and (5) add notice regarding student's assignment to a supervised suspension classroom.
AR 5148	AR 5148 (AR revised)	Child Care and Development MANDATED regulation updated to add new section on "Disenrollment" reflecting NEW LAW (SB 1016, 2012) and NEW CDE MANAGEMENT BULLETIN which address the order of disenrolling families from subsidized child care and development programs when funding levels are reduced. Regulation also reflects a provision of SB 1016 which encourages "wraparound child care services" in conjunction with part-day preschool programs and specifies that the fees for these services are subject to the same fee schedule adopted by the Superintendent of Public Instruction for general child care services. Section on "Program Components" includes requirement to provide access to drinking water throughout the day and adds optional component promoting physical activity opportunities. Regulation also reflects NEW LAW (AB 1991, 2012) which revises the criteria for "public recreation programs" to be exempted from licensure.
BP/AR 6112	BP/AR 6112 (BP/AR revised)	School Day Policy updated to reflect option for districts receiving incentive funding to reduce instructional minutes, through the 2014-15 school year, without incurring financial penalties. Policy also adds material regarding the length of the school day for students with disabilities and the minimum amount of recess time in elementary schools, and moves material from AR to BP regarding requirements for board consultations and public hearings prior to establishing a block schedule. Regulation updated to clarify legal requirements pertaining to the minimum and maximum school day at various grade levels.
AR 6173	AR 6173 (AR revised)	Education for Homeless Children Administrative Regulation updated to reflect proper title of District Liaison for homeless students as the Coordinator, Student Interventions.

BP/AR 6159.2	BP/AR 6159.2 (BP/AR revised)	Nonpublic, Nonsectarian School and Agency Services for Special Education MANDATED policy and regulation updated to reflect NEW LAW (SB 121, 2012) which prohibits the referral of a student with a disability to, or placement in, a nonpublic, nonsectarian school without the student's individualized education program team's agreement. Policy also adds material on out-of-state placements, applications for state waivers of legal requirements, and district verification of the school/agency's certification to provide special education and related services. Regulation also reorganized and updated to clarify requirements for the master contract with a nonpublic, nonsectarian school or agency, including the process of making changes to the master contract.
BP 6163.1	BP 6163.1 (BP revised)	Library Media Centers Policy updated to reflect NEW TITLE 5 REGULATIONS (Register 2013, No. 3) which revise the authorized duties of credentialed teacher librarians and add a new special class authorization for departmentalized instruction in information literacy, digital literacy, and digital citizenship. Policy also deletes references to the use of Instructional Materials Funding Realignment Program funds for the purchase of classroom library materials, as that program was repealed by NEW LAW (AB 1246, 2012) . Policy references a State Board of Education document identifying alignment of library instruction standards with Common Core State Standards and expands material on program evaluation.
BP/AR 6164.6	BP/AR 6164.6 (BP/AR revised)	Identification and Education Under Section 504 Policy updated to reflect NEW GUIDANCE (January 2013) from the U.S. Department of Education's Office for Civil Rights (OCR) clarifying districts' responsibility to provide opportunities for students with disabilities to participate in extracurricular athletic and other nonacademic programs or activities that constitute the overall educational program. Policy also adds new material re: compliance with procedural safeguards and required notifications and contains paragraph formerly in AR re: maintenance of a list of impartial hearing officers qualified to conduct Section 504 hearings. Regulation updated to reflect OCR guidance (January 2012) which clarifies the extent to which the Americans with Disabilities Act (ADA) affects the definitions of "disability" and

		"substantially limits" for Section 504 purposes. Regulation also adds the designation of a district employee to serve as the district's Section 504 Coordinator, updates definitions of key terms to ensure consistency with federal law (ADA Amendment Act of 2008), and streamlines the section on "Procedural Safeguards."
BP 6177	BP 6177 (BP revised)	Summer Learning Programs Retitled policy updated to include components of effective summer programs and adds material on evaluation of summer school programs.
BB 9130	BB 9130 (BB revised)	Board Committees Bylaw updated to clarify applicability of the Brown Act to Board-created committees, describe the circumstances under which committees may meet in closed session, and reflect an Attorney General opinion that a committee created through a collective bargaining agreement is not a committee created by the board and thus is not necessarily subject to open meeting requirements. Bylaw also revised to specify decisions that will be made at the time a committee is established, address who is responsible for appointing committee members, and delete material re: board not obligated to provide for public comment at board meeting on matters that were open to public comment during meeting of board subcommittees (now addressed in BB 9322 - Agenda/Meeting Materials).
BB 9220	BB 9220 (BB revised)	Governing Board Elections Bylaw updated to reflect NEW LAW (AB 2410, 2012) which provides that a person is ineligible to hold public office if he/she has been convicted of a felony involving bribery, offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any of these crimes. Bylaw also adds section which addresses the methods of electing board members (i.e., by trustee area, at-large election, or at-large election but candidate resides in trustee area) and reflects the California Voting Rights Act which prohibits the use of the at-large voting method when its use prevents members of a protected class (voters of a minority race, color, or language group) from being elected to the board.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

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: 54 purchase orders have been processed, numbered G44007 through G44060, totaling \$103,085.88.
- II. Warrants: 244 warrants have been issued, dated June 7, 2013 through June 19, 2013, totaling \$1,089,392.64.
- 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
July 2, 2013**

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

ITEM NUMBER: **B-2 New Business**
 Approval of Sale of Surplus Items

Action Item

The District generates electronic waste (E-Waste) on a regular basis. The items include but are not limited to computers, keyboards, monitors, printers, and overhead projectors. These items are no longer used, have been surveyed, and all salvageable parts have been removed. The value of the E-waste items is insufficient to defray the costs of arranging an auction sale.

APlus Surplus provides an E-Waste recycling disposal program, with full accountability of final disposition on each piece of equipment. This program is utilized by other school districts. The District will be paid \$.08 for every pound of E-Waste.

The District has identified 100 projection televisions as E-Waste. Upon authorization of the Board, these items will be recycled by APlus Surplus in accordance with Education Code and California law.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the District utilizing APlus Surplus for E-Waste disposal under the provisions of the Education Code.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business **Action Item**
Resolution 13-14-01, Authorizing Contracting Pursuant to Cooperative
Bid and Award Documents from the San Gabriel Cooperative 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 San Gabriel Cooperative contract. Based upon the recommendation of the County Counsel, a resolution must be adopted to authorize this action.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board adopt the attached Resolution 13-14-01.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 13-14-01
AUTHORIZING CONTRACTING PURSUANT TO COOPERATIVE BID
AND AWARD DOCUMENTS FROM THE
SAN GABRIEL COOPERATIVE FOR FROZEN, DRY, REFRIGERATED AND USDA
COMMODITY FOOD ITEMS**

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

WHEREAS, the San Gabriel Cooperative has conducted a cooperative 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 San Gabriel Cooperative 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 San Gabriel Cooperative; 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 San Gabriel Cooperative 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 San Gabriel Cooperative 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 2nd day of July 2013, 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 2nd day of July 2013.

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

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

ITEM NUMBER: **B-4 New Business** **Action Item**
 **Resolutions 13-14-02 and 13-14-03, Designating Authorized Agents and
Signatures**

ROLL CALL VOTE

Each year the District is required to adopt a series of resolutions designating the District agents authorized to perform certain functions on behalf of the District. Resolutions were adopted by the Board for the 2013-14 school year at the May 7, 2013 Board meeting. Due to the retirement of Claudia Bender and the appointment of Tina Sardina as Assistant Superintendent, Human Resources, two resolutions are required to be revised to reflect this change.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolutions.

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION**

La Mesa-Spring Valley School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 3, 2013 through June 30, 2014.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (*one person only*) to receive mail from the Accounting/Payroll Sections is Robyn Adams.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:
Lori Wigg, Tina Sardina, Christine Levandowski, Emma Puentes, LaShonda Jones, and Victoria Giblin
3.

	mail	hold	consortium	
Check one	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly payroll warrants each and every month.
Check one	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on _____ by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Brian Marshall, Secretary to 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.

Secretary to the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

Lori Wigg _____

Robyn Adams _____

Tina Sardina _____

Christine Levandowski _____

Emma Puentes _____

LaShonda Jones _____

Victoria Giblin _____

PAYMENT ORDER RESOLUTION

La Mesa-Spring Valley School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 3, 2013 through June 30, 2014.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and are hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Tina Sardina, Lori Wigg or Brian Marshall.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person(s):

Tina Sardina, Assistant Superintendent, Human Resources; Lori Wigg, Assistant Superintendent, Business Services; or Brian Marshall, Superintendent

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on _____ by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Brian Marshall, Secretary to 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.

Secretary to the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501

Brian Marshall _____

Lori Wigg _____

Tina Sardina _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

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

ITEM NUMBER: LS-1 New Business
Acceptance of Gifts – Avondale and Highlands Elementary Schools

Action Item

Avondale Elementary School PTA would like to donate \$1,832.00 to Avondale Elementary to be used to pay transportation costs for study trips.

Highlands Elementary School PTA would like to donate \$1,740.00 to Highlands Elementary to be used to pay transportation costs for study trips; and \$55.95 for paper and copying costs.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

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

ITEM NUMBER: LS-2 New Business
Acceptance of Uniform Complaint Quarterly Report

Action Item

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

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

ADMINISTRATIVE RECOMMENDATION

Acceptance is requested for the attached Quarterly Complaint Report Summary for the quarter ending June 30, 2013.

Williams Settlement Legislation

Quarterly Uniform Complaint Report Summary

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

District Name: La Mesa – Spring Valley School District

Quarter covered by this report: April 1, 2013 through June 30, 2013

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

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

Submitted by: Karen Walker, Ed.D.

Title: Assistant Superintendent, Learning Support

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

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

ITEM NUMBER: LS-3 New Business

Action Item

Authorization to Enter into an Agreement with San Diego County Office of Education for Principal and Teacher Professional Development Coaching of Middle School Mathematics and Transition to Common Core

During the 2012-13 school year the District contracted with the San Diego County Office of Education (SDCOE) to provide professional development for middle school math teachers focusing on instructional planning and delivery. In order to provide support during the transition to the Common Core State Standards (CCSS), the District is requesting the support of SDCOE math specialists for middle school math teachers during the 2013-14 school year. The service agreement for the 2013-14 school year includes:

- Revising pacing guides to support standards deconstruction, standards-driving concept analysis, and standards driven instruction
- Providing seven days of professional development for middle school math teachers and administrators
- Analyzing the new CA math framework
- Deepening instructional planning and delivery with the CCSS practice standards
- Deepening understanding of design of grade-level CCSS content standards
- Strengthening personal conceptual understanding of CCSS critical areas
- Developing district-wide seventh- and eighth-grade performance tasks
- Creating protocols for assessing student conceptual understandings through analysis of performance tasks
- Conducting visitations to observe instruction and inform next steps
- Providing principal coaching to support teaching and learning

The total cost of the service agreement shall be \$16,500.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with SDCOE for principal and teacher professional development coaching of middle school mathematics and transition to Common Core.

2013-2014
SERVICE AGREEMENT BETWEEN
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
AND
LA MESA-SPRING VALLEY SCHOOL DISTRICT
FOR
PRINCIPAL AND TEACHER PROFESSIONAL DEVELOPMENT
COACHING OF MIDDLE SCHOOL MATHEMATICS AND
TRANSITION TO COMMON CORE

This Agreement is made and entered into by the La Mesa-Spring Valley School District, hereinafter referred to as **DISTRICT**, and San Diego County Superintendent of Schools, hereinafter referred to as **SDCOE**.

WHEREAS, the increasingly complex demands on principals and teachers are often mitigated by the assistance of an administrator and teacher coach to provide research-based resources, professional development and assistance to deepen understanding of content knowledge and pedagogy and to improve the observation skills of the instructional leader;

THEREFORE, **DISTRICT** and **SDCOE** mutually agree as follows:

1. Contract Terms and Conditions

- A. The Term of Contract shall be for the 2013-14 school year, ending June 30, 2014.
- B. The total Contract cost shall be **\$16,500**
- C. Fees covered by contract include the following:
 - i. Revise pacing guides to support standards deconstruction, standards-driven concept analysis, and standards driven instruction throughout the entire school year
 - ii. Provide 7 full-day professional development sessions for middle school math teachers and site administrators
 - iii. Analyze new CA framework
 - iv. Deepen instructional planning and delivery (with direct and indirect approaches) with the Common Core State Standards (CCSS) practice standards
 - v. Deepen understanding of design of grade level CCSS content standards (vertical and horizontal design, learning progressions, accelerated pathways, high school pathways)
 - vi. Strengthen personal conceptual understanding of CCSS critical areas for new middle school content
 - vii. Develop district-wide 7th and 8th gr. performance tasks
 - viii. Gain protocols for assessing student conceptual understandings through analysis of district-wide performance tasks
 - ix. Develop understanding of district-wide CCSS math course offerings and feeder high school's CCSS implementation plan
 - x. Conduct middle school visitations to observe instruction and inform next steps.
 - xi. Provide leadership coaching to support the improvement of teaching and learning.

xii. Develop common voice for staff and parent communication.

- D. To ensure the integrity of the services offered, **SDCOE** reserves the right to conduct an immediate evaluation of continued service, following the first day of the school year, should the **DISTRICT** make changes to school principals, the principal's direct supervisor, and/or including the superintendent.
- E. **SDCOE** agrees to provide the necessary materials for the teachers and principals in support of professional development and coaching.

2. In Providing Leadership Coaching Service, SDCOE Shall:

- A. Utilize personnel and coaches trained in the following areas: instructional leadership, culture and communication; teaching and learning; mathematics, assessment and accountability, and professional development.
- B. Match principals and coaches based on coach's expertise and principal/site needs, in consultation with **DISTRICT**.
- C. Design leadership coaching sessions that develops a middle school principal network and builds capacity for sustainability to support district's mathematics implementation work in 2014-15.
- D. Co-facilitate 4 site visitations (one per middle school) with middle school principals to model and support principals with observing instruction, providing descriptive feedback and identifying professional development next steps.

3. In receiving services, DISTRICT and Principals agree to specific activities as outlined:

- A. **DISTRICT** will ensure the commitment of principals by establishing participation expectations for each professional development and site visitation day.
- B. **DISTRICT** will agree to support the process by keeping all stakeholders informed of the district focus, purpose, rationale for this work and will collaborate with coaches in addressing questions or concerns that arise.
- C. **DISTRICT** will communicate with SDCOE in a timely manner any district and/or site issues, changes, initiatives, etc. that could impact the coaching service.
- D. The principals and teachers will commit to participating in the process.

4. Expected Outcomes

- A. Improved teaching and learning in middle school mathematics classrooms as evidenced by the level of achievement of specific professional development outcomes.
- B. Improved capacity of site administrators to monitor implementation and support teacher's continuous learning.
- C. Increased understanding and ability to support the implementation of Common Core State Standards in middle school mathematics.

5. Cancellation of Agreement

This Agreement may be cancelled prior to June 30, 2014, upon mutual written agreement between **DISTRICT/SCHOOL** and SDCOE. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCOE.

- 6. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.
- 7. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

**SDCOE AND LA MESA-SPRING VALLEY SCHOOL DISTRICT
CONTACT INFORMATION**

Debbie Beldock	Assistant Superintendent	SDCOE	Phone: 858/569-3543
Jean Madden	Senior Director	SDCOE	Phone: 858/569-3543
Juli Coleman	Director	SDCOE	Phone: 858/569-5305
Jessica McCreary	Principal-in-Residence	SDCOE	Phone: 858-292-3528
Karen Walker	Assistant Superintendent	LMSVSD	Phone: 619/691-5586

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

San Diego County Superintendent of Schools La Mesa-Spring Valley School District

Signature

Lora L. Duzyk, Assistant Superintendent
Business Services

Name/Title

Date: _____

District Administrator's Signature

Karen Walker, Assistant Superintendent
Learning Support

Name/Title

Date: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

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

ITEM NUMBER: LS-4 New Business
Resolution 13-14-04, to Enter into Agreements with the California Department of Education to Provide Services in Accordance with the Child Care and Development Programs

Action Item

ROLL CALL VOTE

The California Department of Education's Child Care and Development Programs have been in existence since 1996. Their purpose is to improve the quality and availability of child development programs statewide. Funds from these programs contribute to the funding of the State Preschool programs offered to students of the La Mesa-Spring Valley School District.

Attached are two Local Agreements for Child Development Services with California Department of Education effective July 1, 2013 through June 30, 2014:

California State Preschool Program	\$659,151.00
Prekindergarten and Family Literacy Program	\$2,500.00

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution and approve the attached agreements with the California Department of Education to provide services in accordance the Child Care and Development Programs.

RESOLUTION

13-14-04

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____
La Mesa-Spring Valley School District

authorizes entering into local agreement number/s CPKS-3083 and CSPP-3430 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Brian Marshall	Superintendent	_____
Karen Walker, Ed.D.	Asst. Superintendent	_____
_____	_____	_____

PASSED AND ADOPTED THIS 2nd day of July 2013-14, by the
Governing Board of La Mesa-Spring Valley School District
of San Diego County, California.

I, Rick Winet, Clerk of the Governing Board of

La Mesa-Spring Valley, of San Diego County,
school district

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regularly meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3430

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6819-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** LA MESA-SPRING VALLEY SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$659,151.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 19,173.0

Minimum Days of Operation (MDO) Requirement 176

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Brian Marshall, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4750 Date Ave., La Mesa, CA 91942	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 659,151	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 659,151	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CPKS-3083

PROGRAM TYPE: PREKINDERGARTEN AND
FAMILY LITERACY PROG

PROJECT NUMBER: 37-6819-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** LA MESA-SPRING VALLEY SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the attached PROGRAM REQUIREMENTS FOR PREKINDERGARTEN AND FAMILY LITERACY PROGRAM, Exhibit B, (also available online at <http://www.cde.ca.gov/fg/aa/cd/>) which by this reference are incorporated into this contract. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period of performance for this contract is July 01, 2013 through June 30, 2014. The total amount payable pursuant to this agreement shall not exceed \$2,500.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2013 through June 30, 2014 shall be included in their fiscal year 2013-14 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Brian Marshall, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4750 Date Ave., La Mesa, CA 91942	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,500	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6819	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,500	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590	FISCAL YEAR 2013-2014	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

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 July 2, 2013, 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 – July 2, 2013

CERTIFICATED:

Approval of Acceptance of Resignation:

Medei, Heather C.	Program Specialist (resigned – from leave)	VI-13	06/14/13
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Approval of Leave of Absence:

Montfort, Barbara S.	Resource Specialist/BTSA Teacher Consultant (employment elsewhere)	06/17/13 – 06/13/14
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Approval of Extension of Leave of Absence:

Conde, Serena M.	Teacher (child rearing)	06/17/13 – 06/13/14
Corbett, Koreen E.	Teacher (child rearing – 20% leave)	06/17/13 – 06/13/14

Approval of Termination of 39-Month Reemployment Rights:

Korbel, Adrienne C.	Teacher	06/13/13
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CLASSIFIED:

Approval of Employment – Merit System:

Proa, Natasha I.	Extended School Services Leader	26-A	06/24/13
Rubio, Brenda	Extended School Services Leader	26-A	06/25/13

Approval of Acceptance of Resignation – Merit System:

Carroll, Janet G.	Paraprofessional – Special Education	21-F+	06/14/13
Rust, James W.	Custodian	26-F+	06/17/13

Approval of Change of Classification:

Boyer, Brenn T.	From: Custodian	26-B	06/03/13
	To: Senior Custodian	39-A	
Lanier, Courtney T.	From: Office Assistant I	17-C	06/24/13
	To: Office Assistant II	34-B	
Turner, Catherine G.	From: Office Assistant II	34-C	06/20/13
	To: Extended School Services Account Technician	52-B	

Approval of Placement on 39-Month Reemployment List:

Bartindale, Jennifer G.	Licensed Vocational Nurse	56-C	06/14/13
Williams, Petrina S.	Licensed Vocational Nurse	56-E	06/14/13

Approval of Rehire from 39-Month Reemployment List:

Wager, Kathleen	Extended School Service Leader	26-F+	06/13/13
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CONSULTANT, LECTURER/PRESENTER, SHORT-TERM EMPLOYMENT: (Attached)

Manion, Rhonda	Short-Term Employment (Special Education)	07/01/13 – 06/30/14
SDPD Crime Lab/J. Simms	Lecturer/Presenter (Extended School Services)	07/18/13

2013-2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

REQUISITION FOR SHORT-TERM EMPLOYMENT

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

Print Name Rhonda ManionDate June 10, 2013Describe service performed/Program Objective Provide training for new Program Manager and assist with IEP meetingsDate(s) of Service 7/1/13 - 6/30/14Location of Service Ed Center and various school sites

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
Special Ed	06	00	6500	000	5001	2430	1900	099	536		%	\$
						2130					100	

Hourly or Daily Rate (circle one) \$ 400.00Total Not to Exceed \$ 31,000.00

Expenditure Approved by:

Principal/Department Head

6/10/13
Date

Spec. Education/Spec. Programs (if required)

M

Date

Accounting Budget Review

Date

Asst. Supt., Business or Asst. Supt., Instruction

Date

Assistant Superintendent, Human Resources

Date

BOARD APPROVAL DATE

No service to be rendered until after Board approval.

APPLICATION FOR SHORT-TERM EMPLOYMENT

Please Type

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

Name Manion
LastRhonda
FirstR.
Middle

Soc. Sec. No. : _____

Address _____

Street

City

State/Zip

Telephone _____

Cell phone _____

Are you a citizen of the United States? ☒ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ NoHave you ever been employed by this district? ☒ Yes ☐ No If Yes, when? 1972-2012 Under what name? SameAre you currently a member of a California retirement system? ☒ Yes ☐ No If Yes, which system: ☒ STRS ☐ PERSHave you ever been convicted of any criminal offense? ☐ Yes ☒ No If Yes, please give date of each offense and sentence below:

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

Background qualifications for assignment Program Specialist with the district

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

Name

Occupation

Complete Mailing Address

Telephone

Andrew Smith

Director

4750 Date Ave., La Mesa, CA

619-668-5700 ext. 6202

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

Signature

Date

Rev. 9/06

09973

Distribution: White: Human Resources

Yellow: Payroll

Pink: Accounting

Goldenrod: Originator

Form Subject To Change - Revised 2/4/10

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

13013

2013-2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

JUN 12 2013

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

Originating School or Department Extended School Services Date 6/6/13
 Consultant/Lecturer/Presenter Name John Simms Soc Sec No SS Secure
 Name of Firm or Business SDPD Crime Lab Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter Career Week presenter at SVMS ESS.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
							18					

☐ Consultant ☒ Lecturer/Presenter Panda K. Wood Date 6/12/13
 Signature, Principal or Department Head
 Additional Approval (If needed) _____ Date _____
 Signature of Assistant Superintendent W. Allen Date 6-21-13
 APPROVED FOR BOARD SUBMISSION: B. Malall Date 6/24/13
 Assistant Superintendent, Human Resources Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 6th day of June, 2013, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and John Simms (hereafter "Contractor").

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

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

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

1. **EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
2. **TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing July 18th, 2013, through July 18th, 2013, inclusive; or, services shall be provided on the following dates _____.
3. **COMPENSATION.** The District agrees to pay Contractor the amount of n/a for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
4. **SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Career week presenter at SVMS ESS

13011

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations
Approval of Adjustment to Substitute Teacher Rate of Pay

Action Item

To remain competitive with other districts and in keeping with the District's other bargaining units' salary increase for the 2013-2014 school year, it is recommended the substitute teacher rate of pay be adjusted. This adjustment to the current rates would consist of one daily rate for general education and one daily rate for special education substitutes, with no difference in the rate for substituting on a Friday or in a long-term position as is current practice. The new daily rates would be as follows:

General Education
\$115.00/day

Special Education
\$125.00/day

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize staff to implement the substitute teacher rate of pay as presented, effective July 1, 2013.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations
Authorization to Enter into a Memorandum of Understanding with East
County SELPA – Audiological Services

The East County SELPA has requested the District enter into a Memorandum of Understanding for the coming school year for the services of Ms. Jan Diggs, Speech-Language Pathologist, beginning August 8, 2013 and ending June 30, 2014.

Ms. Diggs will remain an employee of the District, but will be under the supervision and direction of the East County SELPA for forty percent (40%) of her full-time assignment. The District will compensate Ms. Diggs monthly at her appropriate daily rate and the East County SELPA will reimburse the District by processing an auditor transfer at the end of the fiscal year.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Memorandum of Understanding with the East County SELPA.



East County SELPA

• Special Education Local Plan Area •

924 East Main St., El Cajon, CA 92021 • (619) 590-3920 Fax: (619) 588-2495

June 13, 2013

To: Mr. Brian Marshall, Superintendent
La Mesa-Spring Valley School District

From: Heather DiFede, Senior Director, East County SELPA

Re: Memorandum of Understanding, Reimbursement for Services for the
2013-14 School Year

This is to document our agreement under which the East County SELPA will reimburse the La Mesa-Spring Valley Union School District for all costs associated for:

*A forty percent (.4) FTE of certificated staff service in support of the
East County SELPA Audiological services.*

These services will be provided between August 8, 2013, and June 30, 2014. This staff member will remain an employee of the La Mesa-Spring Valley School District, but will be under the supervision and direction of the East County SELPA for the forty percent assignment in service of students, families, and districts within the East County SELPA. Costs associated with this Memorandum of Understanding include prorated portions of salary and benefits, mileage, and other materials and supplies costs directly associated with the position.

This agreement will remain in effect until changed by either party to this agreement. The East County SELPA anticipates processing payment by auditor transfer at the end of the fiscal year.

Please see attached supporting documentation on following page.

District Acceptance:

Signed this ____ day of _____ 20 ____

By: _____

Name: Brian Marshall

Title: Superintendent

East County SELPA Acceptance:

Signed this 13th day of June 20 13

By: Heather DiFede

Name: Heather DiFede

Title: Senior Director

Alpine Union
(619) 445-3236

Barona Indian Charter
(619) 443-6612

Cajon Valley Union
(619) 588-3000

Dehesa
(619) 444-2161

Grossmont Union High
(619) 644-8083

Jamul-Dulzura
(619) 669-7700

La Mesa-Spring Valley
(619) 668-5700

Lakeside Union
(619) 390-2600

Lemon Grove
(619) 825-5600

Mtn. Empire
(619) 473-9022

Santee
(619) 258-2304

EAST COUNTY SELPA

MOU Supporting Documentation

Employee Name: Jan Diggs

Position: Speech, Language, Hearing Specialist

District of Employment: La Mesa-Spring Valley School District

Current Total Salary Benefits Costs for this MOU: \$104,260.85

Name of District/SELPA to Share Employee: East County SELPA

Prorated Portion of Salary & Benefits Cost: Up to \$41,704.34

Position Assignment Breakdown: 1.0 FTE (.6 FTE LMSV and .4 FTE East County SELPA

General Description of Duties: Perform comprehensive Audiological and auditory processing
evaluations. Select, program, evaluate, and fit amplification systems; determine need for
medical and educational intervention for students; and serve on multi-disciplinary IEP Teams to
develop educational plans for qualifying students.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 2, 2013**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-5 Human Resources Recommendations
Appointment of Coordinator, Student Interventions

Action Item

The Superintendent's recommendation will be presented to the Board during closed session. Action to appoint a Coordinator, Student Interventions, is recommended thereafter.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint the Superintendent's recommendation for a Coordinator, Student Interventions.

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: June 18, 2013**

The meeting was called to order at 7:02 p.m. at the Education Service Center by the President, Mr. Duff.

The President 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: Bender, Marshall, Martinez, Walker, Wigg

It was moved by Turner, seconded by Winet, and carried unanimously to approve the minutes of the regular meeting of June 4, 2013 as presented.

It was moved by Turner, seconded by Lecko, and carried unanimously to approve the minutes of the special meeting of June 10, 2013, as presented.

COMMUNICATIONS

President Duff, on behalf of the Board of Education, presented Claudia Bender, Asst. Supt., Human Resources, with a plaque in appreciation of her 34 years of service and leadership to the students, staff and community of the District.

Resolution 12-13-47, Authorizing the Issuance of La Mesa-Spring Valley School District (San Diego County, California) 2013 General Obligation Refunding Bonds, Series A and Series B.

Letter from Rhonda and Michael Gaughen, Parents at Parkway Middle School, commending Carrie Amador, Health Aide for their son.

PowerPoint for the 2013-14 District Adopted Budget presentation

PowerPoint for English Learner Program Evaluation presentation

Purchase Contract with Piper Jaffray & Co., bond underwriters, related to the purchase and sale of General Obligation bonds

Email from Matt Thompson, Principal, Lakeside Farms Elementary School in Lakeside, commending Mary Beason, Principal, and Parkway Middle School staff for the excellent education his daughter received at Parkway Middle.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

MINUTES

Approved 6/4/13 as presented

Approved 6/10/13 as presented

COMMUNICATIONS

Recognition: C. Bender

Res. 47, Authorizing Issuance
of GO Refunding Bonds

R. & G. Gaughen, Parents,
PKMS
Commendation: C. Amador

2013-14 Budget PPT

EL Program Evaluation PPT

Piper Jaffray & Co. purchase
contract re GO Bonds

M. Thompson, Parent, PKMS
Commendation: M. Beason and
PKMS staff

AGENDA

It was moved by Winet, seconded by Turner, and carried unanimously to approve the agenda as modified to move Items R-1 (Issuance of LMSVSD 2013 General Obligation Refunding Bonds) and B-1 (Resolution 47, Authorizing Issuance of LMSVSD 2013 General Obligation Refunding Bonds) to after R-2 (2013-14 District Adopted Budget), H-2 (Public Hearing – 2013-14 District Adopted Budget), and B-2 (Adoption of 2013-14 District Budget), as representatives from Piper Jaffray and Stradling Yocca Carlson & Rauth were expected to arrive by 8:00 p.m.

HEARING SESSION

The President announced a hearing for anyone who wished to address the Board on any topic relating to public education. The Administrators Association, on behalf of the District administrators, presented Claudia Bender, Assistant Superintendent, Human Resources, with a gift in recognition of her leadership and devotion to the District, its employees and students.

REPORTS OF OFFICERS OF THE BOARD

The District's 2013-14 budget was developed based on conservative estimates in funding for 2013-14. Revenues were projected based on current law, using a 1.565% Cost-of-Living Adjust for the Revenue Limit, with a deficit factor of 22.272%. Additional revenues were projected as a result of anticipated increases in funding for the implementation of the Local Control Funding Formula and Common Core. Average Daily Attendance was projected to decrease; however, funding projections were calculated based on actual ADA from 2012-13, and Health and Welfare expenses were projected to increase by 15% due to the Affordable Care Act. Staffing and departmental changes have been updated in the 2013-14 budget projection, as well as salary restoration for all bargaining units. Lori Wigg, Assistant Superintendent, Business Services, presented additional budget information and responded to clarifying questions.

HEARING SESSION (cont.)

The President announced a hearing for anyone who wished to address the Board regarding the 2013-14 District adopted budget. There being no one wishing to address the Board, the session was closed.

NEW BUSINESS

It was moved by Baber, seconded by Winet, and carried unanimously to adopt the 2013-14 District Budget with the following amendment: The additional funding for the District Technology Plan, except for the funding needed to purchase and upgrade our teacher laptops, shall be removed from the budget (approximately \$800,000). Staff is directed to bring the Technology Plan portion of the budget back to the Board for consideration once the 2013-14 State budget is approved and signed into

AGENDA

Approved as modified

HEARING

Recognition: C. Bender

REPORTS

2013-14 District Adopted
Budget

HEARING

2013-14 District Budget

NEW BUSINESS

2013-14 District Budget
Adopted as amended

law by the Governor and all stakeholders in our District have seen and vetted the Plan and associated budget.

REPORTS OF OFFICERS OF THE BOARD (cont.)

On March 31, 2005, the District issued \$35,654,708 in General Obligation Bonds at an average interest rate of 4.92%. Based upon current market conditions, the District has the opportunity to refinance a portion of these bonds at current market interest rates, which range between 1.12% and 2.39%. The savings from refinancing the bonds is estimated at up to \$500,000, and all benefits will be delivered to the property owners in the District. The terms of the refinanced bonds will not be longer than the terms of the previous bonds. Richard Calabro, Piper Jaffray and Company; and David Casnocha, Esq., Stradling Yocca Carlson & Rauth, discussed the bond refinance and responded to clarifying questions.

NEW BUSINESS (cont.)

It was moved by Baber, seconded by Turner, and carried unanimously to adopt Resolution 12-13-47, Authorizing the Issuance of La Mesa-Spring Valley School District (San Diego County, California) 2013 General Obligation Refunding Bonds, with the following amendment: In Section 4, the phrase *“and that the targeted level of aggregate debt service savings to the taxpayers shall be \$500,000”* shall be deleted. Further, the last phrase in Section 4, which reads *“and if the savings to the taxpayers is within at least 90% of the targeted debt service savings target”* shall also be deleted. Further, it was moved that, prior to approving the sale of bonds, the Superintendent shall confer with the Board’s designee, currently Member Baber, regarding the acceptable level of savings that can be realized for our taxpayers from the proposed refunding.

REPORTS OF OFFICERS OF THE BOARD (cont.)

The Title III Accountability Report for 2011-12 provides data on the percentage of English learners making annual progress in learning English, the percentage of English learners attaining the English proficient level on the California English Learner Development Test, and the Adequate Yearly Progress for the English learner student subgroup in English language arts and mathematics. The Annual Progress in English for 2011-12 was 58.2% (target: 56.0%) and the percentage of students attaining English Proficient level on CELDT was 19.0% (target < 5: 20.1%) and 47.0% (target > 5: 45.1%). Various interventions have included structured 30 minutes ELD, GLAD staff Development, EL coaches, and ELD staff development. Ideas for the coming year include extended ELD time, technology, academic vocabulary, an EL Resource Teacher, and Parent Education. Karen Walker, Assistant Superintendent, Learning Support, presented the English Learner Program Evaluation data and responded to clarifying questions.

REPORTS (cont.)

Issuance of LMSVSD 2013
General Obligation Refunding
Bonds

NEW BUSINESS (cont.)

**Res. 47, Authorizing issuance
of 2013 GO refunding bonds**
Adopted as amended

REPORTS (cont.)

English Learner Program
Evaluation

NEW BUSINESS (cont.)

It was moved by Baber, seconded by Lecko, and carried unanimously to authorize staff to enter into an Agreement with Fagen Friedman & Fulfroft, LLP for Professional Services.

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

Purchase Orders G43934 through G44006 totaling \$149,073.71

Warrants May 23 through May 31, 2013 totaling \$464,623.10

Expenditures in the amount of \$145.29

Award of Bid for Asphaltic Concrete

Authorization to Enter into an Agreement with School Services of California

Authorization to Enter into Agreements with St. Martin of Tours Academy, College Preparatory Middle School, and Trinity Christian School to Provide Nutritious Lunches

It was moved by Baber, seconded by Winet, and carried unanimously to adopt Resolution 12-13-48, To Identify the Amount of Budget Reductions Needed in 2014-15 and 2015-16 and to Require that a List of Budget Reductions for 2014-15 be Included in the 2013-14 First Interim Report.

It was moved by Winet, seconded by Lecko, and carried unanimously to adopt Resolution 12-13-49, Temporary Interfund Transfers Between District Governmental Funds.

It was moved by Lecko, seconded by Turner, and carried unanimously to adopt Resolution 12-13-50, Approving Apple, Inc. as the Sole provider for Educational Technology Products and Equipment with Mac OS and Mac iOS Operating Systems.

It was moved by Baber, seconded by Turner, and carried unanimously to authorize staff to purchase 200 MacBook Pro Computers from Apple, Inc.

It was moved by Turner, seconded by Lecko, and carried unanimously to adopt Resolution 12-13-51, Authorizing the Execution of a Master Lease Agreement with Apple Inc.

It was moved by Turner, seconded by Lecko, and carried unanimously to authorize staff to submit to the California Department of Education the Consolidated Application for the 2013-14 School Year.

NEW BUSINESS (cont.)

**Fagen Friedman & Fulfroft
agreement**
Authorized

Consent Calendar
Approved

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Bid for Asphaltic Concrete

School Services of CA
Agreement

Agrmts with St. Martin of
Tours Academy, College Prep
Middle, & Trinity Christian
School to provide lunches

**Res. 48, identifying amount of
budget reductions needed in
2014-15 & 2015-16**
Adopted

**Res. 49, Temporary interfund
transfers**
Adopted

**Res. 50, Approving Apple Inc.
as sole provider of products**
Adopted

**Purchase of 200 MacBook Pro
computers**
Authorized

**Res. 51, authorizing Master
Lease with Apple Inc.**
Adopted

2013-14 Consolidated Appl.
Authorized

It was moved by Turner, seconded by Winet, and carried unanimously to accept the following gift with thanks: \$12,278.40 from Sweetwater Springs Elementary School PTA to Sweetwater Springs Elementary to be used for a school marquee.

Gift – SWS
Accepted with thanks

It was moved by Turner, seconded by Winet, and carried unanimously to authorize staff to enter into an Agreement with Orange County Department of Education for Medi-Cal Administrative Activities.

Orange County Dept. of Ed.
Medi-Cal Agrmt.
Authorized

HUMAN RESOURCES RECOMMENDATIONS

HR RECOMMENDATIONS

It was moved by Winet, seconded by Turner, and carried unanimously 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 Turner, seconded by Winet, and carried unanimously to approve a Variable Term Waiver Request for 2013-14 for Diana Maltese, Behavior Analyst, authorizing Ms. Maltese to work in a certificated position while she pursues her Pupil Personnel Services credential.

Variable Term Waiver
Approved

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Winet announced he attended the promotion ceremony at Spring Valley Middle School with Dana Wright, Principal, and Claudia Bender, where they recognized Ms. Bender for her service there as Principal.

Mr. Winet announced he also attended the promotion ceremony at Quest Academy with Karen Walker and Kevin Coordt, Principal.

Mr. Winet announced he attended the retirement party for Claudia Bender, which was a very special event.

Dr. Turner announced she attended the promotion ceremony at La Presa Middle School, which was very inspirational.

Dr. Turner announced she attended the Board Study Session on technology, which was very informational and assisted her in better understanding the lease/purchase with Apple, where we are as a District as far as technology and where we hope to go.

Dr. Turner announced she participated on an interview panel for prospective principals.

Mr. Duff announced he attended a great promotion at Parkway Middle School, where they celebrated their selection as a California Distinguished School.

Mr. Duff announced he attended the Board Study Session on technology.

Dr. Turner announced that her daughter, Tiffany, attended Spring Valley Middle School when Claudia Bender was principal and Dr. Turner admired her approach with parents, stating she was a role model for her daughter and their experience was very positive.

Mr. Lecko announced he attended the recent CBOC meeting where they appointed Steve Babbitt as Chair.

Mr. Lecko announced he met with Paul Schnaubelt, Byron Lindsay, and Grant Nelson, Teachers Association representatives, and spoke about a positive outlook for the District.

Mr. Lecko announced he attended the Board Study Session regarding technology, which was very informative.

Mr. Lecko announced he attended the promotion ceremony at La Mesa Middle School, where there was much enthusiasm from students and staff.

Mr. Lecko announced he met with a group of Counselors and Psychologists about what the various groups are doing and spoke with Bonnie Hayman about how they support our most needy students.

Mr. Lecko announced he attended a recent District English Language Advisory Committee (DELAC) meeting, where the insight and interest of the parents reminded him of District Advisory Council meetings.

Mr. Baber announced he attended the promotion ceremony at La Mesa Middle School, where he was the parent of an 8th-grade student who was one of the speakers.

Mr. Baber stated that it has been an honor to work and serve with Claudia Bender and thanked her for her patience and all she has done for the District.

At 10:00 p.m. the President announced a recess.

CLOSED SESSION

At 10:01 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; and discussion regarding Public Employee Appointments of Program Managers – Special Education and 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 10:18 p.m. the President reconvened the meeting and announced the Board, in closed session, took the following action:

It was moved by Winet, seconded by Turner, and carried unanimously to appoint Kimberly Nisson and Robin Galaif as Program Managers – Special Education, effective July 1, 2013.

It was moved by Lecko, seconded by Winet, and carried unanimously to appoint Gina Miller and Kimberly Libenguth as Elementary Principals, effective July 25, 2013.

The meeting was adjourned at 10:24 p.m.

CLOSED SESSION ACTION

Program Managers – Sp. Ed.
Appointed

Elementary Principals
Appointed

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 July 2, 2013.

Rick Winet, Clerk of the Board of Education