

La Mesa-Spring Valley School District

Board of Education

July 21, 2009

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 21, 2009 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETINGS

Action

1. June 16, 2009
2. June 23, 2009 (Special)
3. July 14, 2009 (Special)

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

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

REPORTS OF OFFICERS OF THE BOARD

1. State Budget Update

Information

UNFINISHED BUSINESS

NEW BUSINESS

SUPERINTENDENT

1. Adoption of Board Policy Updates

Action

BUSINESS SERVICES

1. Consent Calendar*
 - a. Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements
 - b. Approval of Travel

Action

- c. Approval of Change Orders for Roof Replacement Projects, Bid #FB6-08/09
- d. Authorization to Enter into an Agreement with Nexus Integrated Services
- e. Authorization to Enter into an Agreement for Internet Filtering and Scanning

LEARNING SUPPORT

- | | | |
|----|--|-------------------|
| 1. | Acceptance of Uniform Complaint Quarterly Report | Action |
| 2. | Acceptance of Gifts – Maryland Ave., Murdock, Northmont Elementary Schools; La Mesa Middle School; and Information Systems | Action |
| 3. | Resolution 09-10-01, to Enter into an Agreement with the California Department of Education to Provide Services in Accordance with the Child Care and Development Programs | Roll Call
Vote |
| 4. | Authorization to Enter into Special Education Master Contract with New Alternatives, Inc. | Action |
| 5. | Authorization to Enter into an Agreement with Rady Children’s Hospital – San Diego for Vision and Hearing Screening | Action |
| 6. | Authorization to Enter into an Agreement with San Diego County Office of Education to Participate in Science Outreach Programs | Action |
| 7. | Authorization to Enter into an Agreement with Grossmont Union High School District, Grossmont Adult School, to Conduct Adult Education Classes | Action |
| 8. | Authorization to Enter into an Agreement with Calico Software Systems, Inc. | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|---|-------------------|
| 1. | Standard Human Resources Recommendations | Action |
| 2. | Resolution 09-10-02, Rescind June 2009 Layoff Notices from Non-Administrative Level Certificated Positions | Roll Call
Vote |
| 3. | Resolution 09-10-03, Release of Administrative Positions | Roll Call
Vote |
| 4. | Resolution 09-10-04, Lay Off and/or Reduction in Hours of Classified Employees | Roll Call
Vote |
| 5. | Approval of Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education | Action |

- | | | |
|----|--|--------|
| 6. | Authorization to Establish Salaries for Nonbargaining Unit Classified Employees | Action |
| 7. | Authorization to Establish Salaries for Confidential, Classified Supervisory and Classified Management Employees | Action |

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Conference with Legal Counsel – Anticipated Litigation (3 cases)
(G.C. 54956.9)

ADJOURNMENT

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: H-1 Hearing
**Public Hearing – Tentative Agreement Between California School
Employees Association (CSEA), Chapter 419 and the Board of Education**

In compliance with AB 1200, a public hearing on the Tentative Agreement between Classified School Employees Association, Chapter 419, and the Board of Education has been scheduled. The purpose of the hearing is to afford members of the community an opportunity to respond to the tentative agreement reached on wages and benefits.

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

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

Tentative Agreement
CSEA and LMSVTA
June 25, 2009

Tentative Agreement

- Salary will be permanently reduced by 1.5% across all classifications.
- An equivalent of \$225,000 general fund money will be used to reclassify positions/hours or alleviate further cuts to classified positions.
- Employee work calendars, and corresponding pay, will be reduced by a certain number of days as outlined in the chart below.

Calendar Code	Types of Positions	# of Days Reduced	Calendar Adj: Non - wk days	Total Wk Days	Total Pd Days
2J - 12 month employees	Accounting Spec., Accounting Tech., Bus. Serv. Analyst, Buyer, Cent. Kitchen Mgr, Comp. Repair Tech, Comp. Support Tech, Custodian, Dispatcher, Driver Trainer, Emp. Attendance Tech., ESS Account Tech, ESS Leader, ESS Team Lead, Gardener, Groundskeeper, Head Custodian, Heavy Equip. Mech., HR Analyst, Lead Groundskpr, Lead Mfct Wrkr (EL/Ec, Genr, HVAC, Plumber) Lead Payroll Spec., Lead Print Svcs., Lead Storekeeper, Master Mech., Office Assistant II, Payroll & Benefits Tech., Programmr/Analyst, Publications Tech, Secretary, Skld Mfct Wrkr(I, II, III), Sr. Accountant, Sr. Custodian, Storekeeper, Technology Support Spec., Technology Support Tech., Whsewrkr/Del Drvr	4	12/28, 12/29, 12/30, 12/31	241	257
2L	SOM, SOA, Whse/Delivery Drivers,	4	7/28/09, 7/29/09, 11/23, 11/24	196	222
2O	Health Tech	3	8/5, 8/6, 8/7, 11/23, 11/24	186	210
2Q	Cent. Kitchn Asst Mgr, Cent. Kitchn Cook, Child Nutr Site Leadr, CNW (I, II, III), Cook, Guidance Aide, Interpreter, Kitchn Mgr, L VN, Nurse Facilitator, OAI, Occupational Therpst, Parapro., Parapro.(Bil., Fee-Based Preschl, Spec. Ed.) Sch. Bus Drvr, Sch Bus Attend. Spec. Ed. Behavioral Assist., Speech Language Pathology Assist.	1 plus 1 MV	8/13, 03/31 is non-work; was MV	181	204
2V	Library Media Techs	3	Add 8/13, 8/14 in lieu of 11/12, 11/13 Delete 8/10, 11/9, (11/10 MV)	180	204
2X	Variable Period of employment	3	Mgr and emp decision		
2Z	Paraprofessionals - 4 day week; 4 employees	3	Mgr and emp decision	142	164

Note: The 1.5% salary reduction, coupled with the reduced number of workdays and corresponding pay, will result in an approximate 3% pay decrease for the 2009 - 2010 school year.

The reduced number of workdays and corresponding pay is for the 2009-2010 year only. The district and CSEA will meet and re-visit salary and work days for 2010-2011.

- Trigger Clause #1: If revenue loss to the District exceeds \$9 million after the May 2009 election, the District and Association agree to immediately meet to bargain the impact.
- Trigger Clause #2: If the net difference between actual cuts to the District budget post May 19, 2009 and any additional funds received is positive, the District and CSEA Chapter 419 agree to immediately meet and bargain the impact.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **H-2 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.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: R-1 Reports of Officers of the Board
State Budget Update

On July 1, the Governor declared a state of emergency due to the budget impasse. He has once again called a Proposition 58 legislative special session to address this emergency. He will direct state offices to be closed the first, second, and third Friday of every month through June 2010 and is also asking that Proposition 98 be suspended.

As of July 14, a budget deal has not been struck in Sacramento. Sources are saying the Governor and Democrats are getting closer but are still divided about the Proposition 98 issue. The deficit has now topped \$26.3B. As of July 10, State Controller Chiang announced that the P-2 shift which was expected on July 10 will now come on July 30. The Governor is still targeting further layoffs as the budget gap widens by \$25M each day a budget is not enacted.

David Yoshihara, Assistant Superintendent, Business Services, will briefly update the Board on the current state budget situation and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: **Brian Marshall**
 Superintendent

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

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

ADMINISTRATIVE RECOMMENDATION

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

**Board Policy Comparison
0000s**

Policy/AR Deleted	Policy/AR Added	Topic	Significant Changes
	BP 1325	Advertising and Promotion	BP addresses the distribution of commercial and noncommercial materials by the District. Policy limits material distribution to nonprofit organizations within the local community publicizing services, special events, public meetings, or classes. Policy requires the approval of the Superintendent or designee prior to distribution of materials, as well as a disclaimer stating, "this event is not district/school sponsored or approved." Policy includes criteria for approval of materials, which has not changed substantially from previous policy.
	BP/AR/0520.2	Title I Program Improvement Schools	<u>Add</u> BP/AR. New Policy and regulation reflects FEDERAL REGULATIONS which give greater flexibility in the use of Title I funds required to be set aside for supplemental educational services and transportation for student transfers in schools identified for Program Improvement (PI), provided that the district meets certain criteria. Policy defines program purpose, clarifies that PI schools must revise their Single Plan for Student Achievement, and expands section on "Program Evaluation." Regulation reflects FEDERAL REGULATIONS re: timelines for notice and implementation of the transfer option; posting of specified information on the district's web site; and new requirements for supplemental educational services.
	BP/AR 0520.3	Title I Program Improvement Districts	<u>Add</u> BP/AR. Policy and regulation reflect Federal Regulations which provide criteria for identification as a Program Improvement District. Policy and regulation provides the requirements for Year 1-2 Program Improvement districts to revise and implement the LEA Plan/Addendum and Year 3 Program Improvement districts to work with the SBE to identify and implement appropriate corrective actions. Regulation further defines Year 1-2 requirements to include parent notification, self-assessment, contingent upon state funding work with County Office of Education or outside entity, revise LEA plan/addendum, and timeline to implement LEA plan/addendum.

**Board Policy Comparison
3000s**

Policy/AR Deleted	Policy/AR Added	Topic	Significant Changes
BP 3280	BP 3280	Sale or Lease of District-Owned Real Property	<u>Replace</u> BP. Policy retitled and revised to include new language re: publication of the resolution and notice of the hearing for the proposed sale or lease of unused district real property. Policy also contains new note and text re: State Allocation Board regulations which specify that the proceeds from the sale of property be used for one-time expenditures and not for ongoing expenditures, as defined.
BP/AR/E(6) 3320	BP/AR/E(6) 3320	Claims and Actions Against the District	<u>Replace</u> BP/AR/E(6). Policy updated to more accurately describe authorization for district to adopt a procedure to govern the processing of claims not covered by the Government Claims Act (formerly the Tort Claims Act). Regulation updated to reflect NEW LAW (SB 640) which exempts from the six-month filing limitation certain types of claims suffered as a result of childhood sexual abuse. Section on "Delivery and Forms of Claims" revised to clarify mailing requirements. Exhibit (6) revised to include a new note explaining when a district must provide a warning of "Notice of Action Taken on Claim" to a claimant.

**Board Policy Comparison
4000s**

Policy/AR Deleted	Policy/AR Added	Topic	Significant Changes
BP/AR 4111.2 4211.2 4311.2	BP/AR 4111.2 4211.2 4311.2	Legal Status Requirement	<u>Replace</u> BP/AR. Policy and regulation revised to reflect NEW FEDERAL REGULATIONS which prohibit employers from accepting expired documents to verify employment authorization on Form I-9. Beginning April 3, 2009, all employers must use the revised I-9 Form developed by the U.S. Citizenship and Immigration Services.
AR 4161.8 4261.8 4361.8	AR 161.8 4261.8 4361.8	Family and Medical Leave	<u>Replace</u> AR. Regulation revised to reflect NEW FEDERAL REGULATIONS which contain new provisions re: military caregiver leave (26 weeks of unpaid leave to care for a servicemember with a serious injury or illness) and leave for military families to attend to a "qualified exigency" (12 weeks of unpaid leave to attend to exigencies arising from a call to duty). Regulation also reflects NEW FEDERAL REGULATIONS which made substantial amendments to the nonmilitary leave provisions of the Family and Medical Leave Act (FMLA), including conditions if the district requires an employee to submit a fitness-for-duty certification and additional notification requirements.

**Board Policy Comparison
5000s and 6000s**

Policy/AR Deleted	Policy/AR Added	Topic	Significant Changes
BP/AR 5125	BP/AR 5125	Student Records	<u>Replace</u> BP/AR. MANDATED policy and MANDATED regulation revised to reflect NEW FEDERAL REGULATIONS , including (1) revised definitions of attendance, disclosure, and personally identifiable information (see section entitled "Definitions"); (2) new requirements for disclosures in response to a court order under the USA Patriot Act or in response to an emergency or to organizations conducting a study (see "Persons Granted Access <u>Without</u> Prior Written Consent"); (3) additional security requirements to ensure that persons are only accessing those records in which they have a legitimate educational interest (see "Access to Records by Authorized Persons"); and (4) new procedures for the release of records that have been "de-identified" since all personally identifiable information has been removed (see "De-Identification of Records").
AR 5125.1	AR 5125.1	Release of Directory Information	<u>Replace</u> AR. MANDATED regulation updated to reflect NEW FEDERAL REGULATIONS which clarify that a student's social security number or student identification number may not be designated as directory information. Regulation also contains new note re: discrepancy between federal and state law regarding the designation of photographs and email addresses as directory information.
BP/AR 5126	BP/AR 5126	Awards for Achievement	<u>Replace</u> BP/AR. Updated policy clarifies the purpose and process of awarding the Golden State Seal Merit Diploma, and adds new optional section on "Biliteracy Award" to recognize student proficiency in one or more languages in addition to English. MANDATED regulation updated to revise section on "Golden State Seal Merit Diploma" to specifically state the eligibility requirements and add submission of insignia request to the CDE. Regulation also includes new optional section on "Biliteracy Award" with sample eligibility criteria. <i>For further information, see article in accompanying Governance and Policy Services News.</i>

AR 5141.23	AR 5141.23	Asthma Management	Replace AR. Updated regulation encourages parents/guardians to notify the district any time during the school year that their child is diagnosed with asthma, addresses applicability of the Family Educational Rights and Privacy Act to student health records, strengthens language on the supervision of students who are experiencing asthma symptoms, and adds language on education and support services for students with asthma.
BP/AR 5145.7	BP/AR 5145.7	Sexual Harassment	Replace BP/AR. MANDATED policy revised to reflect NEW COURT DECISION which details the standards for determining district liability for sexual harassment under state law. Material formerly included in policy re: timelines for complaint investigation moved to regulation. Regulation contains a revised site-level complaint process/grievance procedure to reflect guidance from the U.S. Department of Education Office for Civil Rights, including timelines for completing various steps in the investigative process, interim measures to be taken by the district pending the results of the investigation, optional mediation in cases of student-to-student harassment, and items to be included in the written report on the findings of the investigation.
BP/AR 5148	BP/AR 5148	Child Care and Development	Replace BP/AR. MANDATED policy and MANDATED regulation updated to reflect NEW LAW (AB 2759) which consolidates several programs, including general child care and development services for ages 3-4, into a new California State Preschool Program. Policy also revised to reflect requirement that the Board approve a philosophical statement, goals, and objectives for the child care and development program and to include mandated language on admissions policies formerly in regulation. Revised regulation (1) includes note re: facilities inspection requirements per NEW LAW (AB 978); (2) expands section on "Program Components" to reflect NEW REGULATIONS which change the schedule for completing the developmental profile; (3) adds language in "Enrollment" section on the county's centralized eligibility list, eligibility criteria and priorities for subsidized services, and notification regarding approval or denial of services; (4) expands section on "Fees" to add language on fee exemptions; and (5) expands section on "Rights of Parents/Guardians" to add language on parental rights.

	BP/AR 5148.3	Preschool/ Early Childhood Education	<u>Add</u> BP/AR. Policy renumbered (formerly BP 6300) to be located in same section as other policies and regulations related to child care and development. Policy updated to (1) reflect NEW LAW (AB 2759) which consolidates a number of programs into a new California State Preschool Program; (2) add note re: NEW LAW (SB 1629) which establishes a state advisory committee on preschool education; (3) encourage collaboration with county office of education; and (4) add language on staff development. New MANDATED regulation reflects requirements of the California State Preschool Program as added by NEW LAW (AB 2759).
	BP/AR 6142.2	World/Foreign Language Instruction	<u>Add</u> BP/AR. New policy and regulation reflect NEW STATE CONTENT STANDARDS for world languages adopted by the State Board of Education in January 2009. Policy also includes legal requirements for the provision of foreign language instruction beginning no later than grade 7, optional language on instruction in elementary grades, and material on instructional resources, professional development, and program evaluation. Regulation also includes material re: two-way immersion programs. <i>For further information, see article in accompanying Governance and Policy Services News.</i>
BP/AR 6159.1	BP/AR 6159.1	Procedural Safeguards and Complaints for Special Education	<u>Replace</u> BP/AR. MANDATED policy contains editorial changes and updated legal references. MANDATED regulation updated to reflect NEW FEDERAL REGULATIONS which require the district to send the "prior written notice" upon receipt of a parent/guardian's revocation of consent for the continued provision of special education services. Regulation also reflects NEW LAW (AB 2555) which requires the "procedural safeguards notice" to include information regarding the state special schools for students who are deaf or blind.
BP/AR 6163.4	BP/AR 6163.4	Student Use of Technology	<u>Replace</u> BP/AR. MANDATED policy and MANDATED regulation updated to reflect NEW FEDERAL LAW (P.L. 110-385) which mandates that the district's Internet safety policy include educating students about appropriate online behavior. Updated regulation also addresses (1) informing staff about their role in supervision of students' use of technology, (2) prescreening of technological resources, (3) NEW LAW (AB 919) which makes it a crime to distribute personal

			identification information electronically with the intent to cause harassment or threaten a person's safety, and (4) an expanded range of consequences for inappropriate use of technology.
AR 6164.4	AR 6164.4	Identification and Evaluation for Special Education	<u>Replace</u> AR. Regulation revised to reflect NEW FEDERAL REGULATIONS which authorize a parent/guardian to revoke consent for the continued provision of special education services for his/her child at any time. Upon receipt of this revocation, the district must provide prior written notice, as specified, and the district may not override this revocation by filing for a due process hearing or mediation. Regulation also updated to reflect NEW LAW (AB 1663) which conformed state law to federal law by clarifying the factors that must be considered when making a determination of eligibility for special education and the areas in which a student must be assessed.
AR 6164.6	AR 6164.6	Identification and Education Under Section 504	<u>Replace</u> AR. Regulation revised to focus on procedures for identifying and evaluating students who are eligible to receive a free appropriate public education under Section 504. Regulation includes: (1) revised definitions of FAPE and eligibility, (2) clarification that the principal or 504 coordinator makes the determination whether to evaluate a student for services, and (3) revised grievance procedure including a process for administrative review of the district's decision and for a parent/guardian's request for a due process hearing.
BP 6300		Preschool/Early Childhood Education	<u>Delete</u> BP. Policy and new regulation renumbered to BP/AR 5148.3 - Preschool/Early Childhood Education.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1a New Business (Consent Calendar)
Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements

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

The following are submitted for ratification:

- I. Purchase Orders: A total of 130 purchase orders have been processed, numbered C93777 through C93906. These purchase orders total \$784,650.28.
- II. Warrants: A total of 740 warrants have been issued, dated May 29, 2009 through June 30, 2009. These warrants total \$1,612,479.78.
- III. Revolving Cash Fund Reimbursement: One (1) check has been processed, totaling \$600.92.

ADMINISTRATIVE RECOMMENDATION

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

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

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

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
1574	06/11/2009	Michelle J. Moghanian	Payroll	\$600.92

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (1) CHECK PROCESSED TOTALING \$600.92**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1b New Business (Consent Calendar)
Approval of Travel

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1c New Business (Consent Calendar)
Approval of Change Orders for Roof Replacement Projects, Bid #FB6-08/09

Three change orders resulted in an increase in cost to the District due to the additional work needed to complete the roof replacement projects (Bid #FB6-08/09) at Rancho Elementary School and La Mesa Middle School.

During roof removal at Rancho Elementary School, four drain pan rings were found to be broken and in need of replacement; one extra drain needed to be added in a lower location; and two sheets of plywood roof decking needed to be replaced due to rot. The increased cost to the District for this change order is \$1,942.

Additional labor and disposal costs were needed for the roof replacement project at La Mesa Middle School to cut existing gutters into manageable pieces and to dispose of the gutters at an approved waste disposal site that accepts lead-based paint items. Originally, District staff was going to cut and dispose of the gutters, but at the time of the bid, the level of disposal was unknown. It was determined that the contractor could cut and dispose of the gutters more economically for the District. The increased cost to the District for this change order is \$6,860.

When the specifications were written for the La Mesa Middle School roof bid, it was determined the existing roof hatches should be eliminated to prevent access to attic areas. After the bid was awarded, it was discovered that there was a need to access some attic areas for systems maintenance. The District proposes to eliminate eight of the fifteen existing hatches. The remaining seven hatches would be replaced due to their age and condition. The increased cost to the District for this change order is \$7,488.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the change order for Rancho Elementary School in the amount of \$1,942, which increases the Commercial and Industrial Roofing's contract to \$199,246; and the change orders for La Mesa Middle School in the amount of \$14,348, which increases A Good Roofer, Inc.'s contract to \$1,136,526.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1d New Business (Consent Calendar)
Authorization to Enter into an Agreement with Nexus Integrated Services

Nexus Integration Services (Nexus IS) has partnered with technology industry leaders Cisco Systems, NEC Unified Solutions, and Microsoft. Nexus IS offers an extensive list of integrated Voice, Video, Data and Convergence solutions throughout the United States. The District has had a positive relationship with Nexus IS over many years.

Authorization of the attached contract will allow our District to enter into a service agreement with Nexus IS for maintenance and support of the District's telecommunication system. For 2009-10, the cost for services will be \$40,217.81.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with Nexus Integrated Services.

SERVICE AGREEMENT

This Service Agreement is by and between Nexus IS, a Delaware corporation located at 27202 West Turnberry Lane, Valencia CA 91355 (herein after referred to as "Nexus IS"), and La Mesa Spring Valley School District (herein after referred to as "Client"). The parties agree that the terms and conditions of this Agreement will govern the Client's purchase of Service coverage, and no other terms and conditions shall apply. As applicable, this Agreement may include one or more of the following documents:

SCHEDULES:

- x- Schedule M - Summary of Products Covered
- x- Schedule S – Service Guidelines

COVERAGE:

- Parts Only
- X Parts and Labor Analog and Digital Phones Excluded

SERVICE LEVEL:

- x- Standard 9 x 5 (Monday through Friday, excluding Nexus IS holidays, from 8:00 a.m. to 5:00 p.m. local time.)
- Premium 24 x 7 (24 hours of every day, including holidays)

TERM:

- x- One Year
- _____ Years
- Start Date: July 1, 2009

SERVICE FEE FOR TERM OF CONTRACT:

\$40,217.81

BILLING:

- Quarterly
 - X -Annually (billed in Advance)
 - Other (Please describe)
- _____
- _____

1. The Agreement:

A. This Agreement is between the "Parties" (Nexus IS and Client/You), who have indicated their willingness to abide by its terms and conditions by signing below. These Terms and Conditions will apply to Enhanced Warranty, Maintenance Service and other related services (together stated as "Services"). This Agreement is not valid until Nexus IS has signed. Client authorizes Nexus IS to obtain a commercial credit report and agrees to provide additional financial and business information reasonably requested by Nexus IS. In signing, the Parties agree that the Agreement has been authorized and is binding and will be in effect until terminated or cancelled as provided below.

B. This is the entire agreement between the Parties. None of the prior discussions or agreements between the Parties, whether they were verbal or in writing, will still be effective. Any changes to this Agreement have to be in writing. If Client submits its own Purchase Order (PO), then the terms and conditions on Client's PO are expressly excluded.

C. This Agreement is specific to the Parties and circumstances it reflects. The Parties agree that they will not assign this Agreement without the other Party's consent. Both parties agree to be reasonable in evaluating a request for assignment. Client agrees that Nexus IS may assign this Agreement to a present or future parent company, an affiliate or successor, and may assign its rights to receive payment from Client. Nexus IS may also subcontract all or a portion of the work required, but will remain fully responsible for the Services performed.

D. Initial Service Terms: The Initial Maintenance Service Term will begin on the date that the original product warranty for the equipment, software and associated wiring ("Products") being serviced expires or upon the date of this Agreement (if applicable for certain software products) and will extend for the period of time specified on Schedule M. The Initial Enhanced Warranty Service Term will begin on the date of this Agreement and will extend for the period of time specified in Schedule M.

E. Renewal Term: **AT THE EXPIRATION OF AN INITIAL TERM, THIS AGREEMENT SHALL BE RENEWED AUTOMATICALLY FOR SUCCESSIVE ONE-YEAR TERMS APPLYING THE THEN MOST SIMILAR CURRENT GENERALLY AVAILABLE SUPPORT PLAN OFFERING FOR THAT PRODUCT AND THEN CURRENT RATES IN EFFECT AT THE TIME OF RENEWAL, UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF ITS INTENT NOT**

TO RENEW AT LEAST THIRTY (30) DAYS BEFORE THE EXPIRATION OF ANY INITIAL OR RENEWAL TERM. Nexus IS can also notify you ninety- (90) days in advance of the time of renewal that Service for specific Products covered under this Agreement will not be renewed.

F. Definitions: **Maintenance Service:** Service(s) purchased for the purpose of having Product(s) maintained in good working order.

2. Coverage:

A. Your level of Services is defined by the Option(s) you have chosen on Schedule M.

B. You must extend coverage to all "like products," meaning any equipment used in the system that is of the same make and model as the Products covered, or is a functional equivalent to those Products. Any additions you make to Products installed at your location, or any additions electronically identified by Nexus IS while providing remote diagnostics and correcting actions shall be automatically added, along with a proportional increase in cost, to the Service coverage. "Like" products purchased from a vendor/supplier other than Nexus IS or its authorized agent ("Third Party Products"), must be added to your Service Agreement to ensure coverage. These products may require certification, which will be done at Nexus IS's then current rates.

C. From time to time, our Services may require the replacement of parts or components in your system. Those replacement parts or components may be new, used, or refurbished, provided that they perform according to original specifications. Any parts or Products replaced will become the property of Nexus IS.

3. Statement of Common Understandings:

A. The Parties acknowledge and understand that no one can guarantee the uninterrupted, error free operation of the products or network for which Nexus IS is providing Service(s), the absolute security of voice and data systems from fraudulent intrusion or the unauthorized use or disclosure of proprietary information, or the failures or quality degradations that can occur with public or private transmission facilities, including in particular Telephony over Transmission Control Protocol/Internet Protocol ("TCP/IP") These compromises may become more acute if Client fails to follow Nexus IS's recommendations for configuration, operation and use of the Product.. Client is aware of the risks and trade-offs associated with different transmission facilities, security systems and possible misuse of certain features, and Client freely assumes full responsibility for ensuring that its networks and systems are adequately secured against unauthorized intrusion and misuse and that its data is sufficiently protected and, where appropriate, back-up files are made.

B. If Client requests, Nexus IS will perform repair or other services not covered by this Agreement in accordance with the Option Client has chosen.

C. Client agrees to notify Nexus IS prior to moving, reconfiguring or integrating new equipment or software with any of the products or facilities that Nexus IS is servicing under this Agreement (a "Change"). The Parties recognize that additional charges may apply as a result of that Change, and that some Changes may make it impossible for Nexus IS to provide the Service(s). If, in connection with Change, Client: (i) fails to notify Nexus IS in advance; (ii) refuses to pay the additional charges that Nexus IS in good faith determines will be caused by the Change; or (iii) has resulting products or a system on which Nexus IS can not in good faith perform the Services, Nexus IS has the right to treat the Change as a cancellation by Client and recover the Cancellation Fees in Section 8.

D. These Common Understandings and the Parties allocation of risks are reflected in the specific terms and limitations in this Agreement.

4. As its Maintenance Coverage, Nexus IS Will:

A. Perform the Services in a workmanlike manner consistent with the terms of this Agreement.

5. To Access the Maintenance Coverage, Client Will:

A. Provide accurate information on its facilities and network, ensure that the location for any Service to be performed is free from hazards and in the condition that is specified in the Agreement, and provide Nexus IS access to the location where work is to be performed (including remote access for diagnostic and corrective actions).

B. Make all payments when due; and

C. Promptly notify Nexus IS of any complaints or problems with Nexus IS' performance of the Services and allow Nexus IS a reasonable time to cure any defects by providing the repair/replacement services to which Nexus IS is committed.

6. Exclusions:

A. NEXUS IS' OBLIGATION WITH RESPECT TO WARRANTIES AND CLIENT'S SOLE REMEDY IS LIMITED TO THE REMEDIES STATED IN SECTION 2. NEXUS IS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE PARTS AND SERVICES SUPPLIED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

B. Nexus IS is not responsible for: (1) failures in the Services that result from abuse or misuse of the products being serviced; (2) Clients' failure to follow Nexus IS' or manufacturer's installation, operation, and maintenance instructions, including Client's failure to permit Nexus IS timely remote access to the products; or (3) any modification made to the Products by anyone other than Nexus IS (including but not limited to attaching other equipment or materials to or loading computer software on the Products).

C. Force Majeure. Nexus IS will not be liable to Client for any delays, failure in performance or damages due to fire, explosion, power failures, pest damage, lightning or power surges, strikes or labor-disputes, water, acts of God, war (declared or undeclared), terrorism, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, unauthorized use of the Products, or other causes beyond Nexus IS's control.

7. Price and Payment

A. Client agrees to pay all invoices upon receipt. Unless otherwise set forth in a Schedule, Client agrees to pay the monthly charges for the initial term and the applicable charges for any renewal term. Where it applies you may prepay the all or part of the entire initial term. If you fail to pay invoices when due, Nexus IS has the right to withhold further Services until it is cured. These provisions are in addition to any rights Nexus IS has under any section of this Agreement.

B. Nexus IS will charge interest at a rate of 18% per year (or the maximum rate allowable by law, whichever is less), on any past due balances that are not paid within thirty (30) days from the date of the invoice. This charge will not apply to balances in dispute that are resolved in your favor.

8. Cancellation/Termination

A. Once a Service Term has commenced for any Initial or Renewal Term, Client may cancel coverage upon thirty(30) days written notice to Nexus IS. If Client notifies Nexus IS of its intent to cancel during the first thirty- (30) days of any Initial or Renewal Term, Client will only be responsible for the charges for the period of coverage up until the effective date of termination. If the Cancellation occurs after the first thirty (30) days of any Initial or Renewal Term, Client agrees to pay a "Cancellation Charge" equal to the monthly charges for twelve (12) months or the time remaining on the Term then in place, whichever is less. Client further agrees that the Cancellation Charge is not a penalty, but is in lieu of the actual damages that Nexus IS will incur, the precise amount of which may be difficult to determine. If Client has paid for the Services in advance, Nexus IS will deduct the charges due and refund the balance.

B. If Nexus IS fails to perform its duties under this Agreement and that failure continues for thirty (30) days after receipt of written notice from Client, Client may cancel this Agreement and will not have to pay the Cancellation Charge.

C. Client agrees that Nexus IS can, if any payment is not received within thirty (30) days of its due date, stop providing the Services, any work under this Agreement, or terminate this Agreement as it sees fit. Upon termination under this clause, Client agrees to pay Nexus IS the Cancellation Charge. **Client waives any right to claim damages for any loss of profits, business interruption, loss of information or any other direct, indirect, consequential, incidental or punitive damages that arise out of or are in any way related to Nexus IS's exercise of its rights under this Section.** Client agrees to reimburse Nexus IS for any costs of collection, including reasonable attorney's fees.

9. Settlement of Disputes:

Any controversy or claim whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 9. If a Dispute arises, the parties will attempt to resolve the Dispute through good faith negotiation with regional, senior level management within forty-five (45) days of notification of the Dispute. Should such negotiations fail to settle any Dispute, the parties agree to submit the Dispute to binding arbitration. The Federal Arbitration Act, 9 U. S. C., § 1 et seq., not state law, will govern the arbitrability of all claims. The laws of the State of California, without regard to any otherwise applicable choice or conflict of laws provisions, will govern this Agreement. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration shall be conducted in a location to be mutually agreed upon by the parties, or in the event an agreement cannot be reached, in the location of the respondent. Either party may request from the arbitrator injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. The arbitrator shall not have authority to award punitive damages. The arbitrator shall only have authority to award compensatory damages and shall not have the authority to award punitive, exemplary or any other non-compensatory damages or any other form of relief except injunctive relief. The arbitrator's decision and award shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction for the purpose of enforcing the arbitrator's decision. Each party shall bear its own expenses. The parties, their representatives, other participants and the arbitrator,

if any shall hold the existence, content and result of arbitration in confidence. Any Dispute Client has against Nexus IS with respect to this Agreement must be brought within two (2) years after the discovery of damage or injury. To the extent not prohibited by law, the parties hereby knowingly, voluntarily and intentionally waive any right to trial by jury that either party may have in any action or proceeding, in law or in equity, in connection with this Agreement. If any party files a judicial or administrative action asserting claims subject to arbitration, and the other party successfully stays such action and/or compels arbitration of said claims, the party filing such action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees; provided, however, either party may apply to a court having jurisdiction thereof for the entry of injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved or for an order requiring specific performance of the obligations under this Agreement.

10. Damage Limitations:

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, WHETHER OR NOT EITHER PARTY WAS ADVISED ABOUT THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH NEXUS IS'S SOLE NEGLIGENCE WAS THE CAUSE. IN NO EVENT, INCLUDING A FINDING OF FAILURE OF ESSENTIAL PURPOSE, SHALL NEXUS IS BE LIABLE FOR DAMAGES GREATER THAN THE AMOUNTS RECEIVED FROM CLIENT UNDER THIS AGREEMENT.

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS ABOVE.

Accepted By:

La Mesa Spring Valley School District

Nexus IS Inc.

Authorized Signature (required)

Authorized Acceptance (required)

Typed/Printed Name:

Typed/Printed Name:

Date (required)

Date (required)

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1e New Business (Consent Calendar)
Authorization to Enter into an Agreement for Internet Filtering and Scanning

Websense Incorporated integrates web, email, and data security to protect essential information and enable productive and safe use of the Internet platform. The Websense Web Security Gateway offers unique capabilities that enable organizations to take advantage of the latest technologies to improve their business processes while maintaining security, accountability, and visibility for all of the stakeholders in an organization.

Accuvant is a third-party partner with Websense Inc. and would install and invoice the District for these services.

Authorization of the attached contract will allow our District to enter into a contract with Websense Inc. through Accuvant for Websense Security Gateway services and Websense V10000 appliance that will provide Internet filtering and scanning.

For 2009-10, the costs will be approximately \$33,252 including a \$4000 installation fee. Future annual renewal costs will be \$13,252 per year.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with Websense Incorporated through its third-party provider, Accuvant.



La Mesa-Spring Valley School District

Websense Installation

Project Number: LAX-OP33406

Prepared By: Shannon Worthen

June 30, 2009

Revision: 1.0

Professional Considerations

Project Pricing

This project will be billed on a time and materials basis at a rate of \$2000 per day. Work that La Mesa-Spring Valley School District requires be performed between 8PM and 8AM Local Time, Monday thru Friday, or any work performed on Saturday, Sunday, or any US national holiday, is billed at 150% of the hourly rate quoted above. This includes phone calls, performing work during night-time maintenance periods, etc. Any time that begins in, ends in, or crosses through the "after hours" times will be treated as "after hours" time.

Scheduling

Accuvant proposes using at least one of our Consultants (bios available upon request) on an as needed basis for the appropriate time necessary to perform the work outlined in this proposal. Accuvant and La Mesa-Spring Valley School District will agree to work together to schedule time in advance when both parties will have resources available for the project. Accuvant requires a signed Service Order Form before it can schedule any consultant to begin a project.

Travel & Expenses

Travel and expenses are not included in the estimate and will be billed as incurred. Accuvant will make every attempt to incur reasonable expenses associated with the implementation of the project. Valid expenses typically include parking, meals (unless a per diem is agreed upon), lodging, photocopying and communication costs. Travel costs include: airfare, mileage (if a personal car is used), and automobile rental.

Project Completion

Accuvant requires La Mesa-Spring Valley School District to acknowledge completion of the contract in writing. Accuvant will prepare a Certificate of Completion, which will be used to signify the successful completion of the consulting engagement. A copy of the Certificate of Completion is attached to this Statement of Work.

Change in Scope of Services

In the event that unforeseen factors change this Services scope of work and/or impact the term and cost of Accuvant-provided Services, La Mesa-Spring Valley School District and Accuvant may mutually revise the SOW and Accuvant shall provide customer with an estimate of the impact of such revisions on the fees, payment terms, completion schedule and other applicable provisions of the SOW. If the parties mutually agree to such changes, a written description of the agreed change ("Change Authorization") shall be prepared, incorporating such changes to the SOW and shall be signed by both parties. The terms of a Change Authorization Form prevail over those of the SOW. A copy of the Change Authorization Form is attached to this Statement of Work.

Project Assumptions

The ability to complete this engagement in an efficient and timely manner is critical to Accuvant. The assumptions listed below set forth the expectations of the working relationship between La Mesa-Spring Valley School District and Accuvant.

Accuvant

- Our consultants consider all La Mesa-Spring Valley School District information and documentation as sensitive and confidential and will handle appropriately
- Our consultants recognize the value of knowledge transfer and will encourage La Mesa-Spring Valley School District to participate in all appropriate aspects of the project
- Our consultants and/or project managers will notify La Mesa-Spring Valley School District of any items that may be delayed as soon as possible in order to determine ways to manage any impact (i.e., cost, timeframes, modifications, etc.)
- All deliverables will, after completion, be reviewed jointly by La Mesa-Spring Valley School District and Accuvant consultants
- Accuvant is not responsible for providing any services or performing any tasks not specifically set forth in this SOW
- We shall have no responsibility for other contractors or third parties engaged on the project unless expressly agreed to in writing

La Mesa-Spring Valley School District

- Provides a single point of contact within La Mesa-Spring Valley School District’s organization to help Accuvant consultants coordinate access to the required project materials and personnel
- Provides documents / diagrams detailing the existing policies, specifications and/or architecture in a timely manner
- Provides a safe working environment, including a workspace, telephone and network (and Internet) access for the purpose of time entry, email and project-related efforts
- Provides any necessary building, parking and/or machine room badges/passes to Accuvant consultants
- Accuvant consultants will be reliant on La Mesa-Spring Valley School District staff to complete identified tasks and participate in interviews. La Mesa-Spring Valley School District’s inability to provide this staff may affect the completion of tasks and/or deliverables

If the La Mesa-Spring Valley School District assumptions listed above cannot be met, there may be a negative impact on project duration or cost. If there are deviations in scope, effort or duration, a change order will be necessary and an addendum for additional effort will be created. All changes in scope or duration will be negotiated between Accuvant and La Mesa-Spring Valley School District.

Service Order

Client	La Mesa-Spring Valley School District	Date	June 30, 2009
Billing Contact	Accounts Payable	Technical Contact	Valerie Ranu
Phone		Phone	(619) 668-5700 x6435
Email		Email	Valerie.Ranum@lmsvdsd.k12.ca.us
Billing Address	4750 Date Ave La Mesa, CA 91941	Address	3838 Conrad Drive Spring Valley, CA 91977
PO Number		Project Number	LAX-OP33406

Account Mgr	Shannon Worthen	Solutions Dir	Erik Freeland
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Terms and Conditions
<p>All work will be performed subject to the full terms and conditions listed in the Appendix.</p> <ul style="list-style-type: none"> • Accuvant will invoice La Mesa-Spring Valley School District for services performed on a daily fee basis. • Each invoice is due and payable within 30 days of invoice date. • This offer is valid for 90 days from the date stated above. • In addition to fees, Accuvant will invoice for, and La Mesa-Spring Valley School District agrees to pay, all reasonable travel and living expenses incurred by Accuvant personnel during the delivery of these services.

Description of Services	Effort	Fee
Implementation and configuration of one Websense V10k appliance. Rate for this engagement is 2,000 per day with a 2 day cap on all services.	2 days	\$4,000
Total	2 days	\$4,000

Executed by La Mesa-Spring Valley School District and Accuvant	
Authorized Signature – La Mesa-Spring Valley School District	Authorized Signature – Accuvant
Name Printed	Name Printed
Title	Title
Date	Date

Terms and Conditions

The following General Terms and Conditions govern this Service Order between Accuvant and Client. Express provisions of the variable portions (above) of this Service Order control any conflicting standard provisions of these General Terms and Conditions, and any conflicting provisions of any Proposal. During the term of this Service Order, a purchase order, acknowledgment form, or similar routine document may be used. Therefore, the parties agree that any provisions of such routine documents, which purport to add to or change, or which conflict with the provisions of this Service Order or these General Terms and Conditions shall be deemed deleted and have no force or effect on either party's rights or obligations.

1. **Services and Deliverables.** The services to be performed by Accuvant (the "Services") and any deliverables to be provided by Accuvant (the "Deliverables") are those set forth in the DESCRIPTION OF SERVICES statement (above) in this Service Order.
2. **Fees/Expenses/Taxes.** Client agrees to pay Accuvant for Services pursuant to this Service Order at Accuvant's hourly billing rates or fee stated in this Service Order, plus materials stated on any bill of materials that is part of this Service Order. If any rates, fees or materials prices are not expressly stated, then Accuvant's general hourly billing rates in effect at the time plus list price for materials will apply. Client further agrees to reimburse Accuvant for reasonable travel and living expenses incurred by Accuvant in connection with the performance of Services. Expenses are subject to Accuvant Travel Policy, available upon request. Client will pay or reimburse to Accuvant if invoiced by Accuvant all sales, service and value added taxes, and any other tax of any kind whatsoever (other than tax imposed upon the income or profits of Accuvant or any franchise tax imposed on Accuvant).
3. **Payment.** Unless otherwise expressly stated in this Service Order, Accuvant's invoices are due and payable by Client in full within thirty (30) days from the invoice date. Invoices not paid within thirty (30) days from the invoice date will bear interest from the due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less.
4. **Warranties and Covenants.**
 1. **Non-Infringement.** Accuvant covenants that it will, and it will cause its employees, consultants and subcontractors ("Accuvant Personnel") to perform their responsibilities and provide Services and Deliverables in a manner that does not infringe or misappropriate any patent, trademark, copyright or trade secret right of any third party. Accuvant covenants that it will either own or otherwise have sufficient rights to license to Client all of the Deliverables furnished by Accuvant in connection with the Services. If any Service or Deliverable does not conform to the covenant set forth in this Section 4(a), Accuvant may procure the right for Client to continue to use the results of the Service or Deliverable, or may re-perform the Service or replace the Deliverable so that it is non-infringing and meets the original specifications. If the preceding remedies are not reasonably available, upon request by Client, Accuvant will refund the price paid for the infringing portion of the Services and refund the price paid for infringing Deliverables that are returned to Accuvant. Client covenants that it owns or otherwise has sufficient rights to furnish Accuvant all data and other information and materials furnished by Client to Accuvant in connection with the Services or Deliverables.
 2. **Work Standards.** Accuvant covenants that (i) it and the Accuvant Personnel performing Services have the necessary knowledge, skills, experience, qualifications, and resources to perform the Services in accordance with this Service Order, and (ii) the Services will be performed for and Deliverables provided to Client in a good, diligent and workmanlike manner in accordance with industry standards and applicable laws and governmental regulations. If any material portion of the Services or Deliverables do not conform to the forgoing covenants, and Client notifies Accuvant within thirty (30) days of completion of the Services and delivery of Deliverables, then Accuvant will work diligently to re-perform the nonconforming portion of the Services so that they conform and redeliver the nonconforming portion of the Deliverables so that they conform. If the preceding remedies are not fulfilled within a reasonable time, upon request by Client, Accuvant will refund the price paid for the nonconforming portion of the Services and refund the price paid for nonconforming Deliverables that are returned to Accuvant. Accuvant will not be responsible for nonconformities arising from inaccurate or incomplete data or information provided by Client, or for failures or delays caused by Client's failure to perform its obligations under this Agreement.
 3. **Client Cooperation.** Client agrees to reasonably cooperate with Accuvant's performance of Services. Client further agrees to take any and all actions reasonably necessary to enable Accuvant to perform the Services contemplated herein in an effective and efficient manner.
 4. **Security and Safety.** Accuvant covenants that it and Accuvant Personnel performing the Services, while present at the facilities of Client, will comply with the security and safety policies of Client that are provided to Accuvant.
 5. **Limitation of Liability.** In no event will either party, or its suppliers, be liable to the other, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, loss of use or loss of data, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential or similar damages, arising out of or in connection with the performance or non-performance of this Service Order, even if advised of the possibility of such damages. In no event will Accuvant's liability under any claim made by Client exceed an amount equal to the total amount of fees actually paid by Client to Accuvant under this Service Order. Notwithstanding the above, however, in no event shall a party's liability be limited in amount of damages arising from (a) gross negligence or willful misconduct, or (b) breach of its confidentiality obligations under this Service Order. No action regarding the Services or Deliverables, regardless of form, may be brought more than one (1) year after the first to occur of either (a) the conclusion of Services and delivery of any Deliverables under this Service Order, or (b) such party's knowledge of the event giving rise to such cause of action. This limitation on actions does not apply to confidentiality obligations or the limited license of Section 7 regarding Deliverables.
 6. **Place of Performance.** The Services to be performed pursuant to this Service Order may be rendered at Client's, Accuvant's, or subcontractor's facilities or at other suitable locations mutually agreed by Accuvant and Client.
 7. **Ownership of Deliverables.** The parties agree that all Deliverables are the property of Accuvant. Accuvant grants an unlimited, perpetual license to Client to use, copy or modify Deliverables for any internal purpose. Accuvant may freely use its

ideas, concepts, know-how, and techniques that it develops during the course of providing Services and Deliverables under this Service Order, subject to Accuvant's confidentiality obligations set forth in this Service Order and provided that such ideas, concepts, know-how, or techniques do not violate any patent, trademark, copyright or trade secret right of Client.

8. **Cancellation Policy.** Except as otherwise expressly provided in this Service Order, Client agrees to provide Accuvant with ten (10) business days' prior notice of its intention to delay, extend or release a scheduled Accuvant staffing assignment. If Client provides less than ten (10) business days' notice for delaying, extending or releasing assigned consultants, Accuvant may invoice and Client will pay for up to forty (40) hours of consulting services for each consultant delayed, extended or released.
9. **Use of Name and Publicity.** Each party agrees that it will not, without prior written consent of the other party in each instance, use in advertising, publicity or otherwise the name of such party or any of its affiliates, or any partner or employee of such party or its affiliates, nor any trade name, trademark, service mark, logo or slogan of such party or its affiliates.
10. **Confidential Information.**
5. **Defined.** "Confidential Information", as used in this Service Order, means all information proprietary to a party or any of its customers or suppliers that is marked as confidential or that due to its nature is known or in good faith should be known to be confidential. Confidential Information of Client will be deemed to include, without limitation, all data to which Accuvant obtains access by performing the Services and any Deliverable containing such data. Confidential Information of Accuvant will be deemed to include, without limitation, its methodologies, templates, report, policy and plan formats, Deliverables (except Client data), scripts and tools. The obligations of the party ("Receiving Party") which receives Confidential Information of the other party ("Disclosing Party") with respect to any particular portion of the Disclosing Party's Confidential Information shall not attach or shall terminate, as the case may be, when any of the following occurs (i) it was generally available to the public at the time of disclosure to the Receiving Party, (ii) it entered the public domain or became generally available to the public through no fault of the Receiving Party subsequent to the time of disclosure to the Receiving Party, (iii) it was or is furnished to the Receiving Party by a third party having the right to furnish it with no obligation of confidentiality to the Disclosing Party, or (iv) it was independently developed by the Receiving Party by individuals not having access to the Confidential Information of the Disclosing Party.
6. **Obligations.** The Receiving Party agrees not to disclose or use any Confidential Information of the Disclosing Party in violation of this Service Order and to use Confidential Information of the Disclosing Party solely for the purposes of this Service Order. Upon demand by the Disclosing Party, the Receiving Party shall return to the Disclosing Party all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession or control and destroy all derivatives and other vestiges of the Disclosing Party's Confidential Information; provided that the Receiving Party may retain one archival copy solely for the purpose of administering its obligations under this Service Order; and provided further that Client may retain any Deliverables subject to the license of Section 7 and this Section 10.
7. **Need to Know.** The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, officers, directors and representatives who have a reasonable need to know such Confidential Information for purposes of this Service Order. Disclosure of Confidential Information required by court or government order shall not constitute a violation of this provision provided the Disclosing Party has been given notice, if legally permitted, of such order by the Receiving Party.
8. **Systems.** If a party is given access, whether on-site or through remote facilities, to any computer or electronic data storage system of the other, such access and use shall be limited solely to performance within the scope of this Service Order and the party provided access shall not knowingly access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to fulfill its obligations under this Service Order. All user identification numbers and passwords shall be deemed to be Confidential Information.
9. **Ownership.** All Confidential Information of the Disclosing Party shall remain the exclusive property of the Disclosing Party.
10. **Injunction.** Both parties agree that violation of any provision of this Section would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the Disclosing Party will be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
11. **Non-solicitation and Contracting.** Client agrees that it and its employees will not, either during or for a period of 12 months after conclusion of the Services, solicit to hire as an employee or contractor any Accuvant Personnel involved in the sale or delivery of this project. Publication of open positions in media of general circulation will not constitute solicitation of Accuvant Personnel. If Client hires Accuvant Personnel prior to expiration of the 12-month period, Client agrees to pay to Accuvant, within 30 days of the hiring date, an amount equal to one half of the person's annual compensation at Accuvant at the time of their departure.
12. **Penetration Study and Assessment Services.**
11. **Scope.** If the Services include an ethical penetration study and assessment services, Accuvant will use various proprietary intrusion testing methods to evaluate the security of the network and devices residing on the network. If a part of the Services, Accuvant is hereby authorized to perform a penetration study and network vulnerability assessment on the network computer systems with the IP Addresses identified by Client (the "Systems"). Client represents that Client owns the Systems or has exclusive right to and use of the Systems through a hosting service identified by Client ("Host"). Client represents that the IP Addresses do not contain any broadcast address, router address or switch address, that all components of the Systems are current, state-of-the-art releases, and that no other IP Addresses have been assigned to the Systems. Accuvant is not responsible for adverse consequences resulting from inaccurate information regarding the IP Addresses furnished by Client or any Host.
12. **Authorization Window.** Client agrees to give Accuvant reasonable access to the facilities containing the Systems to perform the ethical penetration study of the Systems during a timeframe ("Authorization Window") mutually agreed upon between Client and Accuvant. Accuvant will coordinate with Client and any Host regarding scripts and auditing tools and so that Client or Host can coordinate security access permissions.

13. **Assumption of Risk.** Client assumes all risk for adverse consequences to the Systems resulting from the requested study and assessment. Accuvant and any Host will bear no responsibility for any adverse consequences to the Systems resulting from the requested study or assessment. Client releases and holds Accuvant, Accuvant Personnel and any Host harmless from any and all damages, losses and liabilities relating to the Systems arising as a consequence of the study and assessment. Adverse consequences to the Systems could include, among others (i) Systems down time, (ii) loss of business, (iii) connectivity loss, (iv) degradation of bandwidth, (v) Systems loss and crashes, and (vi) information and access loss. Client does not release Accuvant or Accuvant Personnel from any damage, loss or liability of any kind arising from or related to their respective actions or omissions that are or are found to be (i) knowingly outside the scope of this Service Order, or (ii) reckless, wanton, malicious, illegal or otherwise involving gross negligence.
14. **Precautions.** Accuvant represents that it will take reasonable precautions to avoid negative impact to Client and any Host systems and networks. Accuvant will report all activities to the designated contact (referee) assigned by Client. Accuvant' point of contact on this engagement will be the referee. Client can halt the test on demand at any time through the referee. In the event that Accuvant causes damage or service degradation, it will report it immediately to the referee. In the event Client or any Host experiences network problems as a result of the study or assessment, Accuvant will use reasonable efforts to assist Client, subject to the terms of this Service Order, and any Host restore the Systems.
13. **Notices.** All notices and other communications under this Service Order will be in writing and deemed delivered one (1) day after being sent by a nationally recognized overnight courier service or three (3) days after being sent certified U.S. mail, return receipt requested, postage prepaid. All notices and other communications under this Service Order will be given to the party at the address indicated in this Service Order.
14. **Governing Law.** This Service Order will be governed by, and construed and enforced in accordance with, the laws of the State of Colorado applicable to contracts entered into and performed entirely within Colorado, and excluding conflicts of law principles.
15. **Waiver.** No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise preclude any other or future exercise, or the exercise of any other right, power or privilege. No waiver of any provision shall be effective unless made in a writing signed by both Accuvant and Client.
16. **Severability.** In the event that a court of competent jurisdiction holds any provision of this Service Order invalid or unenforceable in any circumstances, the remainder of this Service Order, and the application of such provision in any other circumstances, will not be affected thereby. The parties authorize the court to modify any invalid or unenforceable provision to the extent necessary to make it enforceable under the circumstances.
17. **Entire Agreement.** This Service Order constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior proposals, agreements, negotiations, correspondence and other communications, whether written or oral, between Accuvant and Client.
18. **Force Majeure.** Neither party is liable for non-performance under this Service Order to the extent to which the non-performance is caused by events or conditions beyond that party's control, and the party makes all reasonable efforts to perform; provided, however, this paragraph shall not apply to either party's obligations with respect to payments of money pursuant to the terms of this Service Order.
19. **Execution in Counterparts.** This Service Order may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Service Order by facsimile or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Service Order in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

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

ITEM NUMBER: LS-1 New Business
Acceptance of Uniform Complaint Quarterly Report

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, 2009.

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, 2009 – June 30, 2009

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 21, 2009**

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

ITEM NUMBER: LS-2 New Business
Acceptance of Gifts – Maryland Avenue, Murdock, Northmont
Elementary Schools; La Mesa Middle School; Information Systems

Maryland Avenue Elementary School PTA would like to donate \$2,100.00 to Maryland Avenue Elementary to be used for schoolwide study trips.

Murdock Elementary School PTA would like to donate the following to Murdock Elementary:

- \$4,799.00 for Rock Wall playground
- \$5,304 for Brain Pop, Teacher Web, Video Streaming, Monster cables, and a copier
- \$100.00 per teacher for start-up materials

An anonymous donor would like to donate \$750.00 to La Mesa Middle School for 8th-grade end-of-the-year activities.

Paul Knipp, with the San Diego State Foundation WIC Program, would like to donate 15 used LCD monitors with an estimated value of \$675 to Information Systems. They will be installed in the Spring Valley Middle School library.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

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

ITEM NUMBER: LS-3 New Business
**Resolution 09-10-01, to Enter into an Agreement with the California
Department of Education to Provide Services in Accordance with the
Child Care and Development Programs**

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 is a Local Agreement for Child Development Services between the District and the California Department of Education effective July 1, 2009, through June 30, 2010.

ADMINISTRATIVE RECOMMENDATION

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

RESOLUTION

09-10-01

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 2009/10.**

RESOLUTION

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

authorizes entering into local agreement number/s CSPP-9473 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>
<u>Brian Marshall</u>	<u>Superintendent</u>	_____
<u>Karen Walker, Ed.D.</u>	<u>Assistant Superintendent</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 21 day of July 2009/10, 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 School Dist., of San Diego County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regularly scheduled 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. 09 - 10

DATE: July 01, 2009

CONTRACT NUMBER: CSPP-9473

PROGRAM TYPE: CALIFORNIA STATE
 PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6819-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: LA MESA-SPRING VALLEY ELEMENTARY 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/>) and the CURRENT APPLICATION 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 "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference 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.

This contract is effective from July 01, 2009 through June 30, 2010. 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 \$836,551.00.

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.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 24,332.5

Minimum Days of Operation (MDO) Requirement 176

Exhibit A, Standard Provisions for State Contracts 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				
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 4750 Date Ave., La Mesa 91942				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 836,551	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 836,551	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
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				

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

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

ITEM NUMBER: LS-4 New Business
Authorization to Enter into Special Education Master Contract with New Alternatives, Inc.

The District contracts with California-certified nonpublic schools/agencies to provide services to a student when the District is unable to provide an appropriate special education program. At this time a number of students require the services of nonpublic schools/agencies.

Authorization is requested for approval of a Special Education Master Contract with New Alternatives, Inc. in a not-to-exceed amount of \$229,710.00:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/10	\$ 902,343.41
New Alternatives, Inc.	Not to exceed \$ 229,710.00
Total encumbered cost for all nonpublic schools/agencies	\$ 1,132,053.41

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to approve a Master Contract with New Alternatives, Inc. for the 2009-10 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

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

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

Rady Children's Hospital – San Diego has been providing vision and hearing screening to students of the District for over ten years. They provide qualified, credentialed nurses to complete the state-mandated screenings. The team from Children's Hospital works with District nurses to assure the screenings are completed in a timely manner.

ADMINISTRATIVE RECOMMENDATION

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

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

This Agreement is dated as of July 1, 2009 by and between Rady Children's Hospital-San Diego, a California nonprofit public benefit corporation, ("CHILDREN'S") with its principal address at 3020 Children's Way, San Diego, California and La Mesa-Spring Valley School District with its principal address at 4750 Date Avenue, La Mesa, California.

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

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

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

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

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

1. Obligations of CHILDREN'S

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

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

1.3 CHILDREN'S shall be solely responsible for the compensation of PROVIDER providing Services under this Agreement. CHILDREN'S shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its PROVIDER

insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms.

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

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

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

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

3. **SCHOOL Responsibilities.**

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

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

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

4. **Financial Terms**

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

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

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

5. Term

The term of this Agreement shall begin on July 1, 2009 and end on June 30, 2010. This Agreement may be renewed only by written agreement by both parties, unless sooner terminated as set forth below.

6. Termination

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

6.2 Either party may terminate this Agreement immediately upon:

6.2.1 Any petition for bankruptcy, dissolution, liquidation, winding up of the affairs of, or the cessation of the provision of Services by CHILDREN'S;

6.2.2 CHILDREN'S failure to maintain the necessary regulatory approvals, licenses, or accreditations to operate an acute care CHILDREN'S; or

6.2.3 A material breach by either party of any of their respective obligations under this Agreement if such breach remains uncured for more than thirty (30) days after the giving of written notice of the circumstances of the material breach. A waiver of the breach of any term or condition of this Agreement by either party shall not constitute a waiver of any concurrent or subsequent breach or breaches.

6.3 Effect of Termination

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

6.3.2 Upon termination or expiration of this Agreement, SCHOOL shall pay to CHILDREN'S the amount, if any, of monies accrued and due, but unpaid hereunder, as of the date of said termination or expiration.

7. Confidential Information

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

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

8. Indemnification and Insurance

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

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

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

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

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

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

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

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

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

9. Additional Terms

9.1 Relationship between the Parties/Representations.

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

AS TO CHILDREN'S:

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

AS TO SCHOOL:

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

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

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

SCHOOL

_____ *[Signature]*
By: David Kinzel
Its: Coordinator, Student Interventions
Date: _____

RADY CHILDREN'S HOSPITAL – SAN DIEGO

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

EXHIBIT 1.1

DESCRIPTION OF SERVICES

CHILDREN'S shall provide:

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

The SCHOOL shall provide:

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

EXHIBIT 4.1

FINANCIAL TERMS FOR SERVICES BY CHILDREN'S

For Services SCHOOL shall pay to CHILDREN'S the following 2009-2010 School Screening Services Rates as follows below.

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$2.40
Initial screening of vision:	\$2.40
Initial screening of color perception:	\$2.40
Rescreens of hearing, vision, and color/Hourly Rate per screener:	\$57.50
Scoliosis initial and rescreens/Hourly rate per screener:	\$57.50
Clerical staff assisting with screening/Hourly rate:	\$23.00
Initial screening or retest of hearing or vision for difficult to test students:	\$5.20
Referrals:	\$3.45
School Nurse Hourly Rate (special education, etc.):	\$57.50

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

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

ITEM NUMBER: LS-6 New Business
Authorization to Enter into an Agreement with San Diego County Office
of Education to Participate in Science Outreach Programs

The San Diego County Office of Education has provided the attached agreement with fee schedule for participation in Science Outreach Programs which includes the Green Machine, Splash Science Mobile Lab and Salk Institute Mobile Genetics Lab.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement for the 2009-10 school year.

San Diego County Office of Education

SCIENCE OUTREACH PROGRAM
FIELD TRIP AGREEMENT – 2009-2010

THIS AGREEMENT, made this July 1, 2009 and which will terminate on June 30, 2010, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and La Mesa-Spring Valley School District hereinafter called the "District/School/Organization", mutually agree as follows:

1. **Basis of Agreement**

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

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

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

2. **Scope of Agreement**

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2009-2010:

- 1) **Green Machine**
\$305.00 per trip, serving up to four 1-hour classes of up to 30 students each
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.
- 2) **Splash Science Mobile Lab**
\$550.00 per trip, serving up to four 1-hour classes of up to 36 students each
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/stormdrain, GIS examination of local watersheds, water conservation, San Diego estuary, and microscope.
- 3) **Salk Institute Mobile Genetics Lab** Sponsored by Salk Institute
The Salk Mobile Science Lab is a free 3-day biotechnology program serving middle schools throughout San Diego County. This program provides a unique opportunity for your students to learn about genetics and DNA from real Salk Institute scientists. The following requirements relate to the Salk program:
 - a. There must be a minimum of 90 students and a maximum of 160 students in the morning classes. The same students must attend all three days. You can combine students from multiple classes but we must work out of one classroom or parish as we have too much equipment to move around.
 - b. We can accommodate up to 4 class sessions (maximum 40 students each) during the morning. Class periods should be minimum 45 minutes long. (~55 minute periods work best) **Please note that we cannot accommodate block schedules.**

- c. The last class must end no later than 12:30 pm.
- d. The classroom we work out of should have several power outlets and access to water.
- e. Students and desks in each class session should be arranged into 5 groups for each of the three days.
- f. Teachers are expected to be present at all times of our visit and to maintain classroom discipline.

B. County agrees to provide:

- 1) Instructional materials (by Salk Institute for Salk program)
- 3) Curriculum and instruction (by Salk Institute for Salk program)
- 4) Scheduling of District/School/Organization participation
- 5) Invoice the District/School/Organization for field trip. (Salk Institute program currently has no charge)

C. District/School/Organization agrees to:

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

3. **Authorization to Copy Materials**

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

4. **Confidentiality of Service or Work**
All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.
5. **Independent Contractor**
It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.
6. **Hold Harmless**
The District/School/Organization agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:
 - A. Any injury to person, including death therefrom, or damage to property sustained by the District/School/Organization or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
 - B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School/Organization, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School/Organization at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.
7. **Insurance Requirements**
Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$1,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.
8. **Compliance With Laws**
The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.
9. **Compensation/Costs and Payment Schedule**
The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice or at least 10 days in advance of the field trip, whichever is sooner.
10. **Termination**
It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.
11. **Audit**
The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

12. **Safety**
District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.

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

14. **Final Approval**
This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Director of Outdoor Education.

15. **Contract Participants**
If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. **County Contact Person**
San Diego County Office of Education
Director, Outdoor Education
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206

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

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

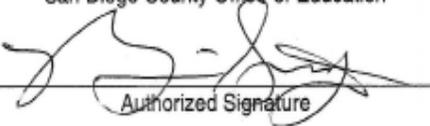
La Mesa-Spring Valley School District
District/School/Organization

By _____

Title _____

Date _____

Authorized or ratified by the
Board of Education
on _____

<p>County Superintendent of Schools San Diego County Office of Education</p> <p></p> <p>Authorized Signature</p> <p>Director of Outdoor Education</p> <p>Title</p> <p>April 28, 2009</p> <p>Date</p>
--

Authorized by the San Diego County Board
Education on February 11, 2009

Please return only one copy of this page

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

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

ITEM NUMBER: LS-7 New Business
Authorization to Enter into an Agreement with Grossmont Union High School District, Grossmont Adult School, to Conduct Adult Education Classes

Proposition 227, approved by California voters in June 1998, provides for the distribution of funds to districts wishing to develop Community-Based English Tutoring (CBET) Programs. The purpose of these funds is to provide free or subsidized adult English language instruction to parents or other community members who pledge to provide English language tutoring to California school children with limited English proficiency. According to regulations, these funds may be used to provide direct program services, community notification, transportation services, and background checks related to the tutoring program.

The attached Agreement with Grossmont Adult School supports the District's delivery of English instruction to parents and community members interested in learning English and willing to provide tutoring to students within the District. It is anticipated the program will be held at Avondale, La Mesa Dale, La Presa Elementary schools and Spring Valley Elementary School Community Center for the 2009-10 school year.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into an Agreement with Grossmont Union High School District, Grossmont Adult School, to conduct Adult Education classes.

**GROSSMONT ADULT SCHOOL AGREEMENT
FOR
CONDUCTING ADULT EDUCATION CLASSES IN SATELLITE CENTERS**

This agreement between the Grossmont Union High School DISTRICT (DISTRICT) and La Mesa Spring Valley School District-Avondale, La Mesa Dale, Spring Valley, & La Presa Elementary (FACILITY) is made to facilitate the scheduling and conducting of Adult Education classes by the DISTRICT on the premises of the FACILITY.

Period of agreement: From August 31, 2009 to June 11, 2010 (excluding school holidays) or until terminated by either FACILITY or DISTRICT. This is a mutual benefit agreement and there will be no exchange of funds.

ALL PROGRAMS AND SERVICES PROVIDED BY THE DISTRICT ARE INTENDED TO AUGMENT AND NOT REPLACE ANY CURRENT OR EXPANDING PROGRAMS BEING OFFERED BY THE FACILITY. The DISTRICT will schedule and conduct such Adult Education classes on the premises of the FACILITY as mutually agreed by the DISTRICT and the FACILITY. In addition, it is understood that the DISTRICT may unilaterally cancel particular classes when they do not meet the requirements of the DISTRICT in regard to class size, attendance, or at any time the DISTRICT determines that it is in the best interest to do so. The DISTRICT assumes no responsibility or liability for acts of negligence or omissions of the FACILITY.

RESPONSIBILITIES OF THE DISTRICT:

Assign credentialed Adult Education teachers to conduct scheduled Adult Education classes.

Develop a course of study outline and submit for approval to the State of California and then retain a copy in file.

Provide professional and curriculum assistance in the planning and implementing of Adult Education programs at the FACILITY to supplement programs being conducted by the FACILITY.

Be responsible for all record keeping and reporting in connection with Adult Education classes in the FACILITY.

RESPONSIBILITIES OF THE FACILITY:

Designate a responsible member of its staff to serve as liaison between the FACILITY and the DISTRICT personnel.

Provide suitable classroom space. (Acoustics, lighting, and heating/cooling)

Agrees to provide custodial services for cleanup of the classroom(s) prior to and after scheduled class meetings.

Revised 5/7/09

GROSSMONT ADULT EDUCATION AGREEMENT
FOR CONDUCTING ADULT EDUCATION CLASSES
IN SATELLITE CENTERS

Page 2

The FACILITY agrees to indemnify and hold the DISTRICT and its agents or employees harmless from any and all liabilities, claims, damages or injuries to any person, including injury to FACILITY employees, and all expenses of investigating and defending against same: arising from or connected with performance or failure to perform any work or other obligation of the agreements; or caused or claimed to be caused by the independent acts of the FACILITY, its agents or employees.

Under this agreement, Adult Education instructional staff will be provided by:

<u>El Cajon Adult Center</u> (Name of Adult Center)	<u>Phyllis Ruth</u> (Principal)	<u>(619) 401-9750</u> (Phone #)
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FACILITY:

La Mesa Spring Valley School District
4750 Date Avenue
La Mesa, California 91941

By: _____
Title: _____

Date: _____ Phone: _____

DISTRICT:

Grossmont Union High School District
San Diego County, California

Approved by the Governing Board on
the _____ day of _____, 20_____

By: _____

Michael Lewis
Assistant Superintendent
Educational Services

Revised 5/7/09

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

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

ITEM NUMBER: LS-8 New Business
Authorization to Enter into an Agreement with Calico Software Systems,
Inc.

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

ADMINISTRATIVE RECOMMENDATION

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

AGREEMENT

This Agreement for Consulting Services

Is entered into this 9th⁺ day of July 2009 by and

between the LaMesa-Spring Valley School District, herein called the "Client" and Calico Software Systems, Inc. herein called the "Contractor," who agrees to provide the following services to the Client:

SCOPE OF SERVICES

Contractor will provide consulting services for SpedForms Web IEP support and data management (onsite and offsite).

TOBACCO-FREE FACILITY

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

PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES

This agreement shall commence July 1, 2009 and end June 30, 2010.

FUND AVAILABILITY

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

COMPENSATION/COSTS AND PAYMENT SCHEDULE

Contractor shall submit invoice at time of data setup for software and services. Software license fee will be invoiced at \$8,741.58; Annual Support services will be invoiced at \$2,400.00

RENEWAL TERMS

N/A

CONFIDENTIALITY OF SERVICES OR WORK

Contractor understands that all data, material or information obtained from or provided by the Client is to be considered confidential. Care will be taken to secure said data, material or information up to and including shredding printed material produced in the process of editing or preparing reports. Archival to electronic media such as disks, CDs or other electronic media shall be labeled as SENSITIVE information with warnings to NOT COPY.

OWNERSHIP OF DOCUMENTS OR WORK

All work performed by Contractor for Client shall be the sole property of the Client.

CONTRACTOR & CLIENT CONTACT PERSONS' NAMES & ADDRESSES

<u>Contractor:</u>	<u>Client:</u>
Darlene Faccone	Gayle Coonce
1835A S Centre City Pkwy #438	LaMesa-Spring Valley School District
Escondido, CA 92025	4750 Date Avenue
	LaMesa, CA 91941

TERMINATION

This Agreement may be terminated by either party with a 30-day written notice.

INDEPENDENT CONTRACTOR

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

HOLD HARMLESS

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

WORKERS' COMPENSATION

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

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

NONFUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement, the San Diego Client Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the Client will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Agreement with 30 days' written notice.

AUDIT

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

INSURANCE REQUIREMENTS

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

Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	<u>\$ 100,000.00</u> Amount
Auto Liability Comprehensive form - Owned, Nonowned Hired	Bodily Injury and Property Damage Combined	<u>\$ State Statute</u> Amount

GOVERNING LAW/VENUE SAN DIEGO

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

COMPLIANCE WITH LAW

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

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the Client Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

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

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

**LAMESA-SPRING VALLEY
SUPERINTENDENT OF SCHOOLS**

By (Authorized Signature)

Karen Walker
Name (Type or Print)

Asst. Supt. Learning Support
Title

Date

CONTRACTOR



By (Authorized Signature)

Darlene Faccone
Name (Type or Print)

President
Title

July 9, 2009
Date

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

The Human Resources recommendations which are attached for consideration at the July 21, 2009 Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations

CERTIFICATED:

Approval of Contract:

Sanchez, Melissa	Bilingual Teacher (temporary) IV-2	8/14/09
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Acceptance of Resignation:

Cremidan, Christine L.	Reading Specialist (retirement)	6/20/09
Erb, Pamela S.	Counselor (retirement)	8/28/09
Garcia, Veronica	Resource Specialist (resigned)	7/6/09
Zarycki, Julie I.	Resource Teacher (resigned from leave)	6/5/09

Approval of Leave of Absence:

Ayati, Maryam R.	Teacher (family responsibilities)	6/22/09 – 6/21/10
Barlett, Valerie	Speech Language Pathologist (reduce from 100% to 70% - 30% on leave of absence)	6/22/09 – 6/21/10
Billings, Christine	Teacher (continue at 50% - entitled to 100% - 50% on leave of absence)	6/22/09 – 6/21/10
Flores, Jennifer L.	Bilingual Teacher (child rearing)	6/22/09 – 6/21/10
Laing, Julie	Severely Handicapped Teacher (reduce from 100% to 80% - 20% on leave of absence)	6/22/09 – 6/21/10
Matteson, Rachel	Teacher (reduce from 100% to 50% - 50% on leave of absence)	6/22/09 – 6/21/10
Shaddox, Yasmin S.	Teacher (child rearing)	8/14/09 – 6/21/09
Shurbert, Suzanne	Teacher (continue at 50% - 50% on leave of absence)	6/22/09 – 6/21/10
Skeels, Jennifer	Reading Resource Teacher (reduce from 60% to 40% - entitled to 100% - 60% on leave of absence)	
Whitney, Jennifer L.	Teacher (child rearing)	6/22/09 – 6/21/10

Approval of Extension of Leave of Absence:

Wakayama, Tira S.	Teacher	6/22/09 – 6/21/10
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Approval of Change of Classification:

Ayati, Maryam R.	From: V-8	To: VI-8	7/1/09
Corbett, Koreen E.	From: V-13	To: VI-13	6/1/09
DeFabrizio, Cara N.	From: IV-2	To: V-2	7/1/09
Guera, Rachel G.	From: III-3	To: IV-3	7/1/09
Hicks, Tylene A.	From: V-12	To: VI-12	7/1/09
Mackie, Melissa M.	From: IV-3	To: V-3	7/1/09
Packham, Anna M.	From: III-2	To: IV-2	7/1/09
Telfair, Traci L.	From: V-13	To: VI-13	6/1/09

Approval of Change of Assignment:

Koeppen, Olga Maritza	From: Coordinator, English Language Services	8/1/09
	To: Bilingual Teacher	

Kuhne, Betty C.	From: Middle School Counselor To: Teacher	7/1/09
Newmark, Wendy K.	From: Vice Principal To: Bilingual Teacher	8/1/09
Russell, Lisa M.	From: Elementary Counselor To: Teacher	7/1/09
Serban-Lawler, Cara	From: Coordinator, Instructional Technology To: Teacher	8/1/09

Approval of Placement On Salary Schedule:

Koeppen, Olga Maritza	From: M-2	To: VI-8	8/1/09
Newmark, Wendy K.	From: M-1	To: VI-7	8/1/09
Serban-Lawler, Cara	From: M-9	To: VI-21	8/1/09

Approval of Contract Revision:

Barlett, Valerie C.	From: 100%	To: 70%	7/1/09
Burgin, Stefanie L.	From: 60%	To: 50%	7/1/09
Choularton, Stephanie K.	From: 80%	To: 100%	7/1/09
Cuenca, Megan C.	From: 80%	To: 100%	7/1/09
Dewey, Holly J.	From: 80%	To: 100%	7/1/09
Fonda, Patricia A.	From: 50%	To: 100%	7/1/09
Gonzalez, Delfina A.	From: 100%	To: 56.25%	7/1/09
Gonzalez, Maria H.	From: 100%	To: 56.25%	7/1/09
Hafner, Mahrya S.	From: 50%	To: 60%	7/1/09
Harker-Reid, Daleena M.	From: 100%	To: 80%	7/1/09
Jerome, Jennifer M.	From: 100%	To: 56.25%	7/1/09
Martin, Heather B.	From: 60%	To: 50%	7/1/09
Matteson, Rachel S.	From: 100%	To: 50%	7/1/09
Massie, Tamara J.	From: 60%	To: 80%	7/1/09
Moskowitz, Jeri	From: 50%	To: 100%	7/1/09
Ramos, Ivonn A.	From: 75%	To: 56.25%	7/1/09
Rasmussen, Luana P.	From: 80%	To: 100%	7/1/09
Reed, Christina R.	From: 75%	To: 100%	7/1/09
Reisenfeld, April J.	From: 40%	To: 100%	7/1/09
Robinson, Sadie V.	From: 100%	To: 56.25%	7/1/09
Russell, Lisa M.	From: 80%	To: 100%	7/1/09
Skeels, Jennifer L.	From: 60%	To: 40%	7/1/09
Wallace, Ann M.	From: 60%	To: 80%	7/1/09
Woempner, Cynthia I.	From: 60%	To: 100%	7/1/09
Wong, Nancy S.	From: 80%	To: 60%	7/1/09

Approval of Assignment/Testing: (The following teacher should receive the extra salary indicated for the 2008-09 school year.)

Lutz, Suzanne	\$700.00
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Approval of Placement on 24-Month Reemployment List:

Brock, Christine M.	Deaf and Hard of Hearing Teacher	6/19/09
Burns, Elizabeth A.	Teacher	6/19/09
Celedon, Guadalupe G.	Teacher	6/19/09
DeVos, Paul S.	Teacher	6/19/09
DeVos, Virginia B.	Teacher	6/19/09
Fernandes-Perez, Tracie M.	Supplemental Counselor	6/19/09
Gigliotti III, Edward W.	Supplemental Counselor	6/19/09
Korbel, Adrienne C.	Teacher	6/19/09
Larsen, Kristine A.	Resource Teacher	6/19/09
Shellman, Nicole G.	Teacher	6/19/09
Villegas, James	Teacher	6/19/09

Approval of Placement on 39-Month Reemployment List:

Adamek, Christina M.	Teacher	6/19/09
Allmann, Donna L.	Teacher	6/19/09
Bailey, Tammy R.	Counselor/Social Worker	6/19/09
Bair, Sharon M.	Teacher	6/19/09
Baird, Kirsten E.	Counselor	6/19/09
Batchelder, Elizabeth L.	Teacher	6/19/09
Beasley, Judy L.	Teacher	6/19/09
Bottomley, Sarah M.	Teacher	6/19/09
Castillo, Krystal N.	Teacher	6/19/09
Christiansen, Kelly M.	Teacher	6/19/09
Curtis, Donna Y.	Teacher	6/19/09
DiGalbo, Dianne M.	Teacher	6/19/09
Duncan, Nicole D.	Teacher	6/19/09
Fleming, Emily M.	Teacher	6/19/09
Gaspar, Cathy A.	Teacher	6/19/09
Gonzales, James A.	Teacher	6/19/09
Juarez, Marsha M.	Teacher	6/19/09
Keller, Erin S.	Teacher	6/19/09
LaSalle, Nora B.	Counselor	6/19/09
Lovasz, Ivana	Counselor	6/19/09
McClellan, Laura L.	Hearing Impaired Teacher	6/19/09
Medina, Melissa K.	Teacher	6/19/09
Miller, Amanda D.	Counselor	6/19/09
Mills, Kellie M.	Teacher	6/19/09
Nava, Oscar J.	Teacher	6/19/09
Neill, Margaret E.	Teacher	6/19/09
Nunez Demuth, Nicole M.	Teacher	6/19/09
Pehau, Allyson T.	Teacher	6/19/09
Ponce-Wing, Michelle A.	Dean of Students	6/19/09
Rabasco, Kelley M.	Teacher	6/19/09
Rice, Meaghan E.	Teacher	6/19/09
Saucier, James	Teacher	6/19/09
Schneeberger, Brenda J.	Teacher	6/19/09
Shaddox, Yasmin S.	Teacher	6/19/09
Shuruk, Francesca D.	Teacher	6/19/09
Smith, Scott	Teacher	6/19/09
Tavolazzi, Nicole	Teacher	6/19/09
VanWulven, Karen G.	Home/Hospital Teacher	6/19/09

Wardell, Katharine L.	Teacher	6/19/09
Wilson, Angela R.	Teacher	6/19/09
Zamudio, Marianela	Adult Bilingual Resource Teacher	6/19/09
Zarzan, Cary E.	Teacher	6/19/09

Approval of Rehire from 39-Month Reemployment List:

Allmann, Donna L.	Teacher	VI-14	8/14/09
Bair, Sharon M.	Teacher	VI-15	8/14/09
Batchelder, Elizabeth L.	Teacher	IV-8	8/14/09
Fleming, Emily M.	Teacher	VI-6	8/14/09
Gaspar, Cathy A.	Teacher	IV-7	8/14/09
Rabasco, Kelley M.	Teacher	VI-13	8/14/09
Shaddox, Yasmin S.	Teacher	V-5	8/14/09
Wardell, Katharine L.	Teacher	VI-6	8/14/09
Wilson, Angela R.	Teacher	V-8	8/14/09
Zarzan, Cary E.	Teacher	IV-6	8/14/09

Approval of Employment of Certificated Personnel for the 2009 Special Education Summer School Program:

Borboa, Teresita	Ghio, Carol	Montfort, Barbara
Bracher, Ticia	Hennessy, Barbara	Morse, George
Carter, Jennifer	Lewis-Bolden, Jennifer	Nafey, Catherine
Edran-Elsten, Amita	Malone, Julie	Nunez, Karen
Evans, Marylou	Marroquin-Llamas, Jane	Sailers, Eric
Frischknecht, Marcia	McBratney, Sandra	Sipowicz, David
Fulton, Roxanne	Molnar, Roberta	Wallace, Ann

CLASSIFIED:

Approval of Acceptance of Resignation:

Couch, Priscilla E.	Paraprofessional – Special Education (employment elsewhere)	6/19/09
DeLaCruz, Eleanore G.	Paraprofessional – Special Education (retiring)	6/19/09
Hernandez, Melissa P.	Interpreter for the Deaf (employment elsewhere)	6/19/09
Mendyk, Michele L.	Interpreter for the Deaf (employment elsewhere)	6/19/09
Montoya, Corrine E.	Paraprofessional (retiring)	6/19/09
Paulsen, Gary J.	Director, Facilities (retiring)	7/20/09
Rose, Tanja	Paraprofessional – Special Education (resignation)	6/19/09
Villaescuza, Jose A.	Custodian (moving from area)	7/14/09

Approval of Termination of Employment:

Agosto, Miles D.	Extended School Services Attendant (resigned)	5/22/09
Ballard, Erin E.	Student Helper (reduction in staff)	6/19/09
Ballinger, Jessica F.	Student Helper (reduction in staff)	6/19/09
Blatchley, Tatiyana S.	Extended School Services Attendant (employment elsewhere)	6/9/09
Bolanos, Gabriela	Student Helper (reduction in staff)	6/19/09
Bolz, Annelisa F.	Student Helper (employment elsewhere)	5/29/09
Burgess, Jeannette R.	Student Helper (reduction in staff)	5/29/09

Casem, Kriza Belle D.	Student Helper (further education)	5/29/09
Crawford, Shirel A.	Playground Attendant (employment elsewhere)	6/19/09
Decaro, Alyssa M.	Student Helper (reduction in staff)	6/19/09
Diaz, Karla J.	Playground Attendant (employment elsewhere)	6/16/09
Flores, Clemetta	Playground Attendant (reduction in staff) and Extended School Services Attendant (employment elsewhere)	6/19/09 7/15/08
Flores, Marcus C.	Extended School Services Attendant (resigned)	5/29/09
Garcia, Rebecca	Extended School Services Attendant (further education)	8/19/08
Gibbons, Miranda A.	Extended School Services Attendant (dismissed)	6/9/09
Gipson, Joslyn D.	Student Helper (reduction in staff)	6/19/09
Herron, Christina M.	Student Helper (further education)	5/29/09
Howard, Jia Nette A.	Short Term Employee (end of temporary assignment)	6/24/09
Juarez, Ashley	Student Helper (employment elsewhere)	6/19/09
Keys, Veronica L.	Playground Attendant (employment elsewhere)	5/27/09
Krueger, Jessica P.	Student Helper (reduction in staff)	6/19/09
Lopez, Sylvia T.	Playground Attendant (resigned)	6/19/09
Lotze, Helen M.	Playground Attendant (employment elsewhere)	6/19/09
May, Henry C.	Playground Attendant (employment elsewhere)	6/19/09
Medina, Ana M.	Student Helper (further education)	6/5/09
Mossing, Bryan S.	Student Helper (reduction in staff)	6/19/09
Olson, Elizabeth M.	Student Helper (reduction in staff)	6/19/09
Plascencia, Teresa	Student Helper (dismissed)	5/1/09
Powers, Lauren D.	Student Helper (end of temporary assignment)	6/22/09
Puentes, Maria T.	Playground Attendant (employment elsewhere)	6/30/08
Rhine, Jamie I.	Playground Attendant (resigned)	6/19/09
Rodriguez, Louis A.	Student Helper and Playground Attendant (employment elsewhere)	12/31/08
Ruiz, Carlos W.	Playground Attendant (employment elsewhere)	6/19/09
Smallwood, Brandy E.	Licensed Vocational Nurse (permanency not granted)	6/19/09
Smith, A Garett	Playground Attendant (resigned)	5/26/09
Tovar, Michael F.	Student Helper (employment elsewhere)	6/19/09
Tristan, Teresa G.	Playground Attendant (employment elsewhere)	6/20/08
Valles, Ignacio	Senior Custodian (deceased)	6/29/09
Villasenor, Graciela F.	Playground Attendant (reduction in staff)	6/19/09
Walker, Barbara G.	Playground Attendant (reduction in staff)	6/19/09
Warner, Dawn M.	Playground Attendant (employment elsewhere)	2/1/09
Wright, Alize L.	Playground Attendant (moved from area)	9/26/08

Approval of Change in Assignment:

Hyatt, Diane M.	From: Child Nutrition Worker III	19-F	8/17/09
	To: Child Nutrition Site Leader	31-F	
Jaime, Darcie H.	From: Child Nutrition Worker III	19-F	8/14/09
	To: Child Nutrition Site Leader	31-F+	

Approval of Correction to Termination Date:

Aguila, Jacqueline R.	Paraprofessional – Special Education (moving from area)	7/31/09
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Approval of Correction of Date Placed on 39-Month Reemployment List:

Jarman, Greg	Senior Custodian	39-F+	5/29/09
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Approval of Placement on 39-Month Reemployment List:

Alegre, Melissa	Paraprofessional – Bilingual	21-A	6/19/09
Bauer, Leslie K.	Paraprofessional – Special Education	21-C	8/14/09
Bird, Susan R.	Paraprofessional – Special Education	21-F+	8/14/09
Bowerman, Thomas C.	School Bus Driver	42-A	6/19/09
Brandy, Kirk D.	Custodian	26-C	8/7/09
Burns, Linda L.	Paraprofessional	14-F+	8/14/09
Bushardt, Mary F.	Paraprofessional – Special Education	21-A	8/14/09
Busquets, Vilma	Paraprofessional – Bilingual	21-B	8/14/09
Chase, Brenda M.	Instructional Specialist	71-F	9/4/09
Corless, Franki	Library Media Technician	31-F	8/11/09
Crise, Lori A.	Paraprofessional – Special Education	21-F+	8/14/09
Davis, Christine A.	Community Resource Liaison	17-F	6/19/09
Davis, Lisa G.	Guidance Aide	14-B	6/19/09
Elizondo, Rosa M.	Paraprofessional – Bilingual	21-F+	8/14/09
Espinoza, Virginia	Paraprofessional – Bilingual	21-C	8/14/09
Frye, Tara L.	Paraprofessional – Special Education	21-F	8/14/09
Garcia, Violeta	Paraprofessional – Bilingual	21-B	6/19/09
Grider, Laura A.	Paraprofessional – Special Education	21-D	8/14/09
Gutierrez, Martha	paraprofessional – Bilingual	21-F+	8/14/09
Guzman, Dori C.	School Office Assistant	34-A	8/6/09
Hale, Julianna	Office Assistant I	17-B	6/19/09
Halterman, Alicia L.	Paraprofessional – Special Education	21-A	6/19/09
Harrington, Tamarra L.	Office Assistant I	17-C	6/19/09
Hollister, Brenda L.	Paraprofessional – Special Education	21-A	6/19/09
Hostetler, Elizabeth A.	Paraprofessional – Special Education	21-F+	8/14/09
Icenhower, Phillip W.	Paraprofessional – Special Education	21-C	6/19/09
Kirschenman, Diane L.	Office Assistant I	17-E	8/14/09
Krider, Nancy J.	Paraprofessional	14-F+	8/14/09
Ledesma, Norma Y.	Paraprofessional – Bilingual	21-F	8/14/09
Lewis-Martinez, Kathy L.	Community Resource Liaison	17-F	6/19/09
Lincoln Johnson, Mary	Paraprofessional – Special Education	21-F	8/14/09
Livolsi, Carla	School Office Assistant	17-D	8/14/09
Loucas, Stilianos N.	Paraprofessional – Special Education	21-D	9/2/08
Lucas, Heidi R.	Paraprofessional – Special Education	21-F+	8/14/09
Macias, Sandra M.	Paraprofessional – Bilingual	21-B	6/19/09
Melendez, Eva B.	Paraprofessional – Bilingual	21-A	6/19/09
Martin del Campo, Sara E.	Paraprofessional – Bilingual	21-C	8/14/09
McClister, Daniel L.	Custodian	26-B	8/7/09
Meridith, Karen R.	Community Resource Liaison	17-F	6/19/09
Michel, Jose A.	Custodian	26-D	7/1/09
Miller, Kenneth G.	Lead Heavy Equipment Mechanic	82-B	6/30/09
Miller, Myeshia M.	Guidance Aide	14-B	6/19/09
Mohebbi, Mahnoush	Paraprofessional – Special Education	21-A	8/14/09
Morris Root, Kary C.	Guidance Aide	14-B	6/19/09
Muller, Victoria A.	Paraprofessional – Special Education	21-B	8/14/09
Neri, Maria A.	Paraprofessional – Special Education	21-B	8/14/09
Oliverio, Bonnie L.	Paraprofessional – Special Education	21-C	8/14/09

ONeill, Roberta A.	Paraprofessional – Special Education	21-F	8/14/09
Osgood Jr., William R.	School Bus Driver	42-A	6/19/09
Padilla, Corina	Paraprofessional – Bilingual	21-C	8/14/09
Parra, Sara	Paraprofessional – Bilingual	21-A	6/19/09
Pena, Luz E.	Paraprofessional – Bilingual	21-B	6/19/09
Pendergrass-Lassiter, Viki S.	Paraprofessional – Special Education	21-F	8/14/09
Penery, Ruth	Paraprofessional	14-F	8/14/09
Ramirez, Claudia I.	Paraprofessional – Bilingual	21-F+	8/14/09
Ravellette, Lucille M.	Paraprofessional	14-F+	8/14/09
Rogers, Katie A.	Paraprofessional – Special Education	21-C	8/14/09
Salas, Delia A.	Parent/Community Liaison	31-F+	7/1/09
Savaiinaea, Talaeseese T.	Paraprofessional – Special Education	21-C	8/14/09
Shu, Mary E.	Library Media Technician	31-E	8/11/09
Smith, Carol E.	Community Resource Liaison	17-F	6/19/09
Smith, Debra L.	Community Resource Liaison	17-F	6/19/09
Sriprachandr, Colleen M.	Paraprofessional – Special Education	21-B	8/14/09
Swenson, Carole L.	Paraprofessional – Special Education	21-F+	8/14/09
Terry, Sharon H.	Paraprofessional – Special Education	21-D	8/14/09
Waterman, Teresa C.	Paraprofessional – Bilingual	21-B	8/14/09
White, Ralph	Custodian	26-B	8/7/09
Wood, Carrie M.	Library Media Technician	31-A	8/11/09
Zermeno, Maria S.	Paraprofessional – Bilingual	21-F+	8/14/09

Approval of Rehired from 39-Month Reemployment List:

Corless, Franki	Library Media Technician	31-F	8/11/09
Guzman, Dori C.	School Office Assistant	34-A	7/30/09
Harrington, Tamarra L.	Office Assistant I	17-C	8/14/09
Kirschenman, Diane L.	Office Assistant I	17-E	8/14/09
Livolsi, Carla	School Office Assistant	34-D	7/30/09
Loucas, Stilianos N.	Paraprofessional – Special Education	21-E	8/14/09
Wood, Carrie M.	Library Media Technician	31-A	8/11/09

Approval of Employment of Classified Personnel for the 2009 Special Education Summer School Program:

Aguila, Jacqueline	Jester, Cindy	Wood, June
Blatchford, Rosa	Kosar, Denise	
Bowles, Leslie	Lucas, Heidi	
Bushardt, Mary	Mohebbi Mahnoush	
Cabral, Martha	Parker, Ruth	
Calafato, Leslie	Phillips, Kathy	
Cusumano, Rita	Richardson, Margaret	
Duke, Sara	Rognlien, Denise	
Ertz, Leanna	Root, Kathleen	
Falos, Jill	Sackrider, Rose	
Garcia, Amber	Shadinger, Margery	
Goldman, Anne	Swenson, Carole	
Goree, Judy	Swindle, Rosanne	
Harris, Margaret	Tanner, Laurie	
Hidalgo, Elizabeth	Teak, Beverly	
Ines, Annette	Thorpe, Sara	
Jedlicka, Deborah	Veniegas, Laurene	

LECTURER/PRESENTER, SHORT-TERM EMPLOYEE (See Attachments)

Alex Mazloom/Mind Treasures	After-School Program	9/1/09 – 6/18/10
Art Smarts/Penny Quirk	After-School Program	8/18/09 – 6/18/10
Art Smarts/Penny Quirk	After-School Program	8/18/09 – 6/18/10
Art Smarts/Penny Quirk	After-School Program	8/18/09 – 6/18/10
Art Smarts/Penny Quirk	After-School Program	8/18/09 – 6/18/10
Art Smarts/Penny Quirk	After-School Program	8/18/09 – 6/18/10
Art Smarts/Penny Quirk	After-School Program	8/18/09 – 6/18/10
Art Smarts/Penny Quirk	After-School Program	8/18/09 – 6/18/10
Patricia Buckley	Short-Term Employment	8/1/09 – 6/30/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
California School Fitness/Mari Jarvis	After-School Program	8/18/09 – 6/18/10
Chess Academy/Dave Melrose	After-School Program	8/18/09 – 6/18/10
Cultural Adventures/Melanie Mark	After-School Program	8/18/09 – 6//18/10
Cultural Adventures/Melanie Mark	After-School Program	8/18/09 – 6//18/10
Cultural Adventures/Melanie Mark	After-School Program	8/18/09 – 6//18/10
Cultural Adventures/Melanie Mark	After-School Program	8/18/09 – 6//18/10
Cultural Adventures/Melanie Mark	After-School Program	8/18/09 – 6//18/10
Cultural Adventures/Melanie Mark	After-School Program	8/18/09 – 6//18/10
Kathryn Dreyer	Short-Term Employment	8/1/09 – 6/30/10
Clemetta Flores	Short-Term Employment	8/1/09 – 6/30/10
German Soccer Academy/Craig Hyde	After-School Program	8/18/09 – 6/18/10
German Soccer Academy/Craig Hyde	After-School Program	8/18/09 – 6/18/10
German Soccer Academy/Craig Hyde	After-School Program	8/18/09 – 6/18/10
German Soccer Academy/Craig Hyde	After-School Program	8/18/09 – 6/18/10
German Soccer Academy/Craig Hyde	After-School Program	8/18/09 – 6/18/10
Kathy Horeth	Short-Term Employment	8/31/09 – 12/17/09
IES San Diego/Rosamaria Goudy	After-School Program	10/20/09 – 5/25/10
IES San Diego/Rosamaria Goudy	After-School Program	10/21/09 – 5/26/10
IES San Diego/Rosamaria Goudy	After-School Program	9/10/09 – 6/3/10
Mad Science & Schoolhouse Chess/Sarah Jaeger	After-School Program	8/18/09 – 6/18/10
Mad Science & Schoolhouse Chess/Sarah Jaeger	After-School Program	8/1/09 – 6/30/10
Mad Science & Schoolhouse Chess/Sarah Jaeger	After-School Program	8/18/09 – 6/18/10
Mad Science & Schoolhouse Chess/Sarah Jaeger	After-School Program	8/18/09 – 6/19/10
Mad Science & Schoolhouse Chess/Sarah Jaeger	After-School Program	8/18/09 – 6/18/10
Mad Science & Schoolhouse Chess/Sarah Jaeger	After-School Program	8/1/09 – 6/30/10
Mad Science & Schoolhouse Chess/Sarah Jaeger	After-School Program	8/18/09 – 6/18/10
Mad Science & Schoolhouse Chess/Sarah Jaeger	After-School Program	8/18/09 – 6/18/10
Mad Science & Schoolhouse Chess/Sarah Jaeger	After-School Program	8/18/09 – 6/18/10
Musical Minds/Warren Mendes	After-School Program	8/18/09 – 6/18/10
Musical Minds/Warren Mendes	After-School Program	8/18/09 – 6/18/10

Musical Minds/Warren Mendes	After-School Program	8/18/09 – 6/18/10
Musical Minds/Warren Mendes	After-School Program	8/18/09 – 6/18/10
OASIS/Jo Anne Boncher	Lecturer/Presenter	7/1/09 – 6/30/10
Reuben H Fleet	Lecturer/Presenter	6/11/09 – 6/12/09
Singing Solo/Kathy Horeth	After-School Program	8/1/09 – 10/30/09
Singing Solo/Kathy Horeth	After-School Program	8/1/09 – 10/30/09
Sonshine Haven/Dora Breuninger	After-School Program	8/18/09 – 6/18/10
Sonshine Haven/Dora Breuninger	After-School Program	8/18/09 – 6/18/10
Sonshine Haven/Dora Breuninger	After-School Program	8/18/09 – 6/18/10
Sonshine Haven/Dora Breuninger	After-School Program	8/18/09 – 6/18/10
Sonshine Haven/Dora Breuninger	After-School Program	8/18/09 – 6/18/10
Sonshine Haven/Dora Breuninger	After-School Program	8/18/09 – 6/18/10
Sonshine Haven/Dora Breuninger	After-School Program	8/18/09 – 6/18/10
Yoga Rascals/Sunje O'Clancy	After-School Program	8/18/09 – 6/18/10
Yoga Rascals/Sunje O'Clancy	After-School Program	8/18/09 – 6/18/10
Yoga Rascals/Sunje O'Clancy	After-School Program	8/18/09 – 6/18/10
Yoga Rascals/Sunje O'Clancy	After-School Program	8/18/09 – 6/18/10
Yoga Rascals/Sunje O'Clancy	After-School Program	8/18/09 – 6/18/10

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Resolution 09-10-02, Rescind June 2009 Layoff Notices from Non-Administrative Level Certificated Positions

ROLL CALL VOTE

On June 9, 2009 the Board of Education adopted Resolution 08-09-54 which authorized the reduction or elimination of particular kinds of certificated services. This action was allowed pursuant to Education Code Section 49555.5; this process is commonly referred to as a “second round” of layoffs. As a result, 50 certificated employees were issued preliminary layoff notices and accusation packets in preparation for final layoffs to be completed in July.

Subsequent to this action, the District entered into a salary and calendar agreement with La Mesa-Spring Valley Teachers Association for the 2009 – 2010 school year which included a three (3) percent salary rollback and reinstatement of a minimum 30 full time equivalent (FTE) certificated positions from the second round of layoffs.

Additionally, in July 2009 the District received federal stimulus funds to be used for saving positions. After reviewing personnel needs for the schools, the District determined the process for laying off non-administrative certificated employees could be halted and all preliminary notices for layoff rescinded.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt attached Resolution 09-10-02; Rescind June 2009 Preliminary Layoff Notices for Non-Administrative certificated employees.

La Mesa-Spring Valley School District

RESOLUTION 09-10-02

**RESCIND JUNE 2009 LAYOFF NOTICES FROM NON-ADMINISTRATIVE LEVEL
CERTIFICATED POSITIONS**

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

WHEREAS, on June 9, 2009 the Board of Education adopted Resolution 08-09-54, which authorized the reduction or elimination of particular kinds of certificated services and established a schedule for the layoff; and

WHEREAS, the Board has rescinded the layoff notices for non-administrative employees who were to be laid off;

NOW THEREFORE BE IT RESOLVED that the Board of Education’s Final Action in the matter of its June 2009 Resolution 08-09-54 to lay off certificated employees is as follows:

The June 2009 notices for layoff from non-administrative level certificated positions are rescinded.

PASSED AND ADOPTED by the Governing Board of the La Mesa-Spring Valley School District of San Diego County, California on this 21st day of July, 2009, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

STATE OF CALIFORNIA)
) SS
 COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Governing Board, do hereby certify the foregoing is a full, true, and correct copy of a resolution passed and adopted by the said Board at a regular meeting held on the 21st of July, 2009.

Brian Marshall, Secretary to the Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations
Resolution 09-10-03, Release of Administrative Positions

ROLL CALL VOTE

On June 9, 2009 the Board of Education adopted Resolution 08-09-54 which authorized the reduction or elimination of particular kinds of certificated services, including Administrative Services. This action was allowed pursuant to Education Code Section 49555.5; this process is commonly referred to as a “second round” of layoffs. As a result, four (4) administrative employees were issued preliminary layoff notices and accusation packets in preparation for final layoffs to be completed in July.

In July 2009, the District received federal stimulus money including American Recovery and Reinvestment Act (ARRA) funds targeted for Special Education. Therefore, the position of Coordinator, Special Education will remain intact, and the preliminary notice to eliminate the position was rescinded.

The state budget crisis continues to affect the District’s ability to plan for future needs. Thus, the District must move forward to eliminate the following administrative positions:

Coordinator, English Services
Coordinator, Instructional Technology and Media Services
Middle School Vice Principal

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt attached Resolution 09-10-03, Release of Administrative Positions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations
Resolution 09-10-04, Lay Off and/or Reduction in Hours of Classified Employees

ROLL CALL VOTE

The attached resolution 09-10-04 authorizes the elimination and/or reduction of six (6) classified positions for the 2009 – 2010 school year. Changes in these positions have been negotiated with CSEA and are a result of declining enrollment and reduction of funding for various departments. All incumbents in these positions have been notified through letters and personal contact regarding the changes in their assignments.

One (1) six-hour Paraprofessional – Special Education, Deaf and Hard of Hearing (DHH), eliminated due to the DHH program moving to the Special Education Local Planning Agency (SELPA). The incumbent has been assigned to a six-hour position in our District.

One (1) six-hour Paraprofessional – Special Education, Resource, reduced to five hours. The incumbent accepted a voluntary reduction in hours.

One (1) six-hour Paraprofessional – Special Education, Special Day Class, reduced to 5.75 hours. The incumbent accepted a voluntary reduction in hours.

One (1) six-hour Paraprofessional – Special Education, Special Day Class, eliminated. The incumbent will be laid off.

One (1) 7.5-hour Health Tech reduced to 7.0 hours. The incumbent accepted a voluntary reduction in hours.

One (1) 3-hour Instructional Specialist position eliminated. The incumbent tested and was selected for a Library Media Technician position.

The above reduction and/or elimination of positions will result in one employee being laid off.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution to lay off and/or reduce classified employees.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-5 Human Resources Recommendations
Approval of Agreement Between California School Employees Association
(CSEA), Chapter 419, and the Board of Education

Negotiations were recently concluded with the California School Employees Association (CSEA), Chapter 419. As a result of that process, the attached tentative agreement, calendar, and Classified Salary Schedule have been approved the CSEA bargaining team and ratified by the membership.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached agreement, calendar and Classified Salary Schedule.

Tentative Agreement
CSEA and LMSVTA
June 25, 2009

Tentative Agreement

- Salary will be permanently reduced by 1.5% across all classifications.
- An equivalent of \$225,000 general fund money will be used to reinstate classified positions/hours or alleviate further cuts to classified positions.
- Employee work calendars, and corresponding pay, will be reduced by a certain number of days as outlined in the chart below.

Calendar Code	Types of Positions	# of Days Reduced	Calendar Adj: Non - wk days	Total Wk Days	Total Pd Days
2J-12 month employees	Accounting Spec., Accounting Tech., Bus. Serv. Analyst, Buyer, Cent. Kitchen Mgr, Comp. Repair Tech, Comp. Support Tech, Custodian, Dispatcher, Driver Trainer, Emp. Attendance Tech., ESS Account Tech, ESS Leader, ESS Team Lead, Gardener, Groundskeeper, Head Custodian, Heavy Equip. Mech., HR Analyst, Lead Groundskpr, Lead Mtce Wrkr (ELEc, Genr, HVAC, Plumb) Lead Payroll Spec., Lead Print Svcs., Lead Storekeeper, Master Mech., Office Assistant II, Payroll & Benefits Tech., Programmr/Analyst, Publications Tech, Secretary, Skld Mtce Wrkr(I, II, III), Sr. Accountant, Sr. Custodian, Storekeeper, Technology Support Spec., Technology Support Tech., Whsewkr/Del.Drvr	4	12/28, 12/29, 12/30, 12/31	241	257
2L	SOM, SOA, Whse/Delivery Drivers,	4	7/28/09, 7/29/09, 11/23, 11/24	196	222
2O	Health Tech	3	8/5, 8/6, 8/7, 11/23, 11/24	186	210
2Q	Cent. Kitchn Asst Mgr, Cent. Kitchn Cook, Child Nutr Site Leadr, CNW (I, II, III), Cook, Guidance Aide, Interpreter, Kitchn Mgr, LVN, Nurse Facilitator, OAI, Occupational Therpst, Parapro., Parapro.(Bil., Fee-Based Preschl, Spec. Ed.) Sch. Bus Dvtr, Sch Bus Attend. Spec. Ed. Behavioral Assist., Speech Language Pathology Assist.	1 plus 1 MV	8/13, 03/31 is non-work; was MV	181	204
2V	Library Media Techs	3	Add 8/13, 8/14 in lieu of 11/12, 11/13 Delete 8/10, 11/9, (11/10 MV)	180	204
2X	Variable Period of employment	3	Mgr and emp decision		
2Z	Paraprofessionals - 4 day week; 4 employees	3	Mgr and emp decision	142	164

Note: The 1.5% salary reduction, coupled with the reduced number of workdays and corresponding pay, will result in an approximate 3% pay decrease for the 2009 - 2010 school year.

The reduced number of workdays and corresponding pay is for the 2009-2010 year only. The district and CSEA will meet and re-visit salary and work days for 2010-2011.

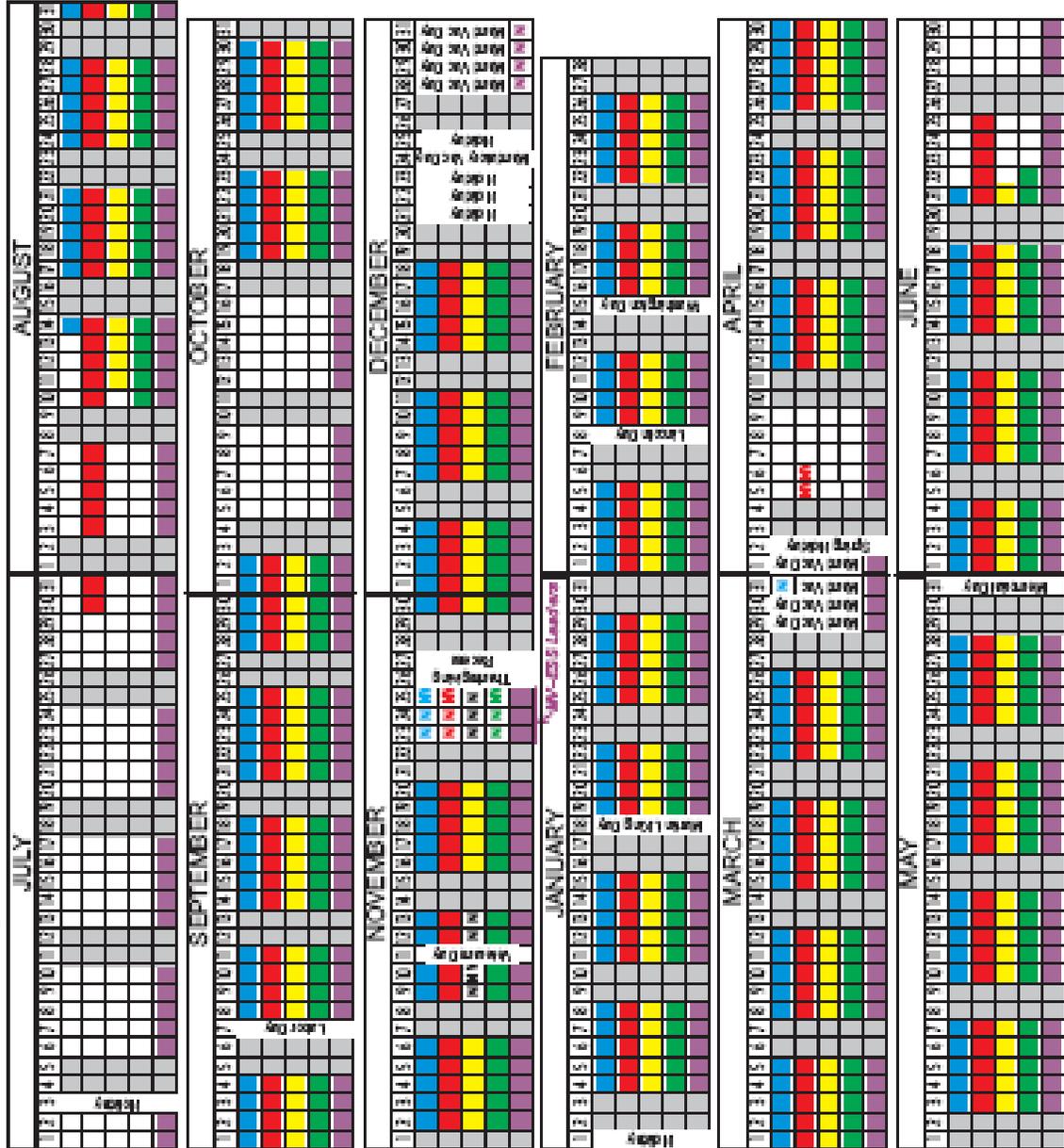
- Trigger Clause #1: If revenue loss to the District exceeds \$9 million after the May 2009 election, the District and Association agree to immediately meet to bargain the impact.
- Trigger Clause #2: If the net difference between actual cuts to the District budget post May 19, 2009 and any additional funds received is positive, the District and CSEA Chapter 419 agree to immediately meet and bargain the impact.

Classified Employee Calendar • 2009-10

La Mesa-Spring Valley School District

August 17 - School Begins
 June 21 - Last Day of School
 Principals report 7/28/09-8/28/10

Legend—
 • Unshaded squares indicate M
 • Indicate Non-work Days.
 • MV - Mandatory Vacation Days
 • Colored squares indicate work
 schedules for various employee
 groups.*



- Bus Attendants
- Certified Occupational Therapy Assistant
- Child Nutrition Workers
- Community Resource Aides
- Guidance Aides
- Health Aides
- Inexpensive for the Day!
- Licensed Vocational Nurse Specialist
- Occupational Therapy
- Office Assistant
- Paraprofessional
- Paraprofessional/Bilingual
- Paraprofessional/Preferred
- Paraprofessional/Special Education
- School Bus Drivers
- Special Education
- Behavioral Assistant
- Speech Language Pathology Assistant

- School Office Assistants
- School Office Managers
- White Delivery Drivers
- Yellow, Vacation 4-5/10, 4-6/10
- Library/Media Technicians
- Health Technicians

- 12-Month Employees
- 600 Leaders: 11-23, 24, 25-29

* This calendar does not apply to 4-day employees, or those with individual calendars.

Step/Range	Classified Salary Schedule Effective July 1, 2009 Tentative 1.5% salary reduction											
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
51	36,496.00	37,233.00	39,107.00	41,107.00	43,185.00	45,277.00	47,541.00	49,905.00	52,069.00	54,332.00	56,795.00	59,358.00
52	2,980.00	3,102.75	3,258.92	3,425.88	3,699.75	3,973.08	4,256.88	4,551.15	4,855.88	5,171.08	5,496.85	5,833.18
53	35,822.00	37,620.00	39,526.00	41,595.00	43,804.00	46,148.00	48,632.00	51,260.00	54,038.00	56,972.00	60,068.00	63,332.00
54	3,925.00	4,135.00	4,373.00	4,638.00	4,930.00	5,250.00	5,598.00	5,974.00	6,378.00	6,810.00	7,270.00	7,758.00
55	37,233.00	38,107.00	41,107.00	43,185.00	45,277.00	47,541.00	49,905.00	52,069.00	54,332.00	56,795.00	59,358.00	62,021.00
56	3,102.75	3,258.92	3,425.88	3,699.75	3,973.08	4,256.88	4,551.15	4,855.88	5,171.08	5,496.85	5,833.18	6,180.00
57	17,918.00	18,800.00	19,790.00	20,880.00	22,070.00	23,360.00	24,750.00	26,240.00	27,830.00	29,520.00	31,310.00	33,200.00
58	3,230.97	3,394.76	3,565.17	3,742.25	3,925.98	4,116.33	4,313.33	4,516.00	4,724.33	4,938.33	5,158.00	5,383.33
59	38,526.00	41,485.00	43,604.00	45,988.00	48,640.00	51,460.00	54,450.00	57,610.00	60,940.00	64,440.00	68,110.00	71,950.00
60	3,283.83	3,467.92	3,636.67	3,808.17	4,001.75	4,195.50	4,399.25	4,613.00	4,836.75	5,070.50	5,314.25	5,568.00
61	39,899.00	41,982.00	44,036.00	46,193.00	48,458.00	50,831.00	53,312.00	55,900.00	58,595.00	61,397.00	64,305.00	67,319.00
62	3,324.92	3,490.17	3,669.97	3,849.42	4,044.42	4,254.42	4,479.42	4,719.42	4,974.42	5,244.42	5,529.42	5,830.42
63	40,390.00	42,332.00	44,386.00	46,550.00	48,824.00	51,308.00	53,902.00	56,606.00	59,420.00	62,344.00	65,378.00	68,522.00
64	3,392.50	3,527.67	3,673.92	3,831.25	3,999.58	4,178.92	4,369.25	4,570.58	4,782.92	4,996.25	5,220.58	5,455.92
65	41,485.00	43,604.00	45,824.00	48,148.00	50,678.00	53,412.00	56,350.00	59,492.00	62,840.00	66,394.00	70,154.00	74,120.00
66	3,467.92	3,633.67	3,808.17	3,991.67	4,184.17	4,386.67	4,599.17	4,821.67	5,054.17	5,296.67	5,549.17	5,811.67
67	42,332.00	44,386.00	46,550.00	48,824.00	51,308.00	53,902.00	56,606.00	59,420.00	62,344.00	65,378.00	68,522.00	71,776.00
68	43,320.00	45,364.00	47,508.00	49,752.00	52,196.00	54,840.00	57,584.00	60,428.00	63,372.00	66,406.00	69,530.00	72,744.00
69	3,527.67	3,699.50	3,876.75	4,059.50	4,247.75	4,441.50	4,640.75	4,845.50	5,055.75	5,271.50	5,492.75	5,719.50
70	42,782.00	44,859.00	47,027.00	49,387.00	51,937.00	54,677.00	57,607.00	60,727.00	63,937.00	67,337.00	70,927.00	74,607.00
71	3,585.17	3,738.25	3,895.58	4,058.08	4,225.75	4,398.50	4,576.25	4,759.00	4,946.75	5,139.50	5,337.25	5,540.00
72	43,185.00	45,277.00	47,487.00	49,811.00	52,350.00	55,094.00	57,944.00	60,899.00	63,959.00	67,124.00	70,494.00	74,069.00
73	3,699.75	3,850.17	4,005.92	4,167.12	4,333.75	4,505.25	4,681.50	4,862.50	5,048.25	5,238.75	5,434.00	5,635.00
74	44,036.00	46,193.00	48,458.00	50,831.00	53,312.00	55,900.00	58,595.00	61,397.00	64,305.00	67,319.00	70,439.00	73,664.00
75	3,773.08	3,955.58	4,148.58	4,352.08	4,565.92	4,780.12	4,995.12	5,220.75	5,446.92	5,683.62	5,930.75	6,188.25
76	45,695.00	48,021.00	50,448.00	52,976.00	55,604.00	58,332.00	61,160.00	64,088.00	67,116.00	70,244.00	73,472.00	76,800.00
77	3,808.17	4,001.75	4,195.50	4,399.25	4,613.00	4,836.75	5,070.50	5,314.25	5,568.00	5,831.75	6,106.00	6,391.00
78	46,193.00	48,331.00	50,511.00	52,835.00	55,304.00	57,918.00	60,672.00	63,566.00	66,599.00	69,772.00	73,085.00	76,538.00
79	3,849.42	4,044.42	4,240.92	4,448.92	4,658.42	4,869.42	5,081.92	5,295.92	5,511.42	5,728.42	5,946.92	6,167.42
80	47,107.00	49,437.00	51,867.00	54,397.00	57,027.00	59,757.00	62,587.00	65,517.00	68,547.00	71,677.00	74,907.00	78,237.00
81	3,925.00	4,099.75	4,283.92	4,474.58	4,670.75	4,872.42	5,079.60	5,291.78	5,508.96	5,731.14	5,954.32	6,187.50
82	48,068.00	51,398.00	54,828.00	58,358.00	61,988.00	65,718.00	69,548.00	73,478.00	77,508.00	81,638.00	85,868.00	90,198.00
83	4,001.75	4,195.50	4,399.25	4,613.00	4,836.75	5,070.50	5,314.25	5,568.00	5,831.75	6,106.00	6,391.00	6,685.00
84	48,968.00	51,398.00	54,028.00	56,758.00	59,588.00	62,518.00	65,548.00	68,678.00	71,908.00	75,238.00	78,668.00	82,198.00
85	4,080.87	4,283.25	4,496.12	4,719.48	4,953.33	5,197.18	5,450.93	5,714.68	5,988.43	6,262.18	6,545.93	6,839.68
86	4,158.08	4,360.92	4,574.83	4,799.83	5,035.92	5,283.12	5,541.42	5,810.82	6,091.32	6,382.92	6,685.72	7,000.72
87	50,891.00	53,447.00	56,113.00	58,899.00	61,805.00	64,841.00	67,997.00	71,273.00	74,669.00	78,185.00	81,821.00	85,577.00
88	4,240.92	4,453.92	4,678.92	4,914.92	5,162.02	5,420.22	5,689.52	5,969.92	6,261.42	6,564.02	6,877.72	7,201.72
89	56,095.00	58,699.00	61,443.00	64,327.00	67,351.00	70,515.00	73,819.00	77,263.00	80,847.00	84,471.00	88,235.00	92,139.00
90	4,674.98	4,908.25	5,153.67	5,410.25	5,678.00	5,956.92	6,247.00	6,549.25	6,863.67	7,190.25	7,529.00	7,880.00
91	51,258.00	53,958.00	56,758.00	59,658.00	62,658.00	65,758.00	68,958.00	72,258.00	75,658.00	79,158.00	82,758.00	86,458.00
92	5,125.00	5,350.00	5,585.00	5,830.00	6,085.00	6,350.00	6,625.00	6,910.00	7,205.00	7,510.00	7,825.00	8,150.00
93	53,841.00	56,641.00	59,541.00	62,541.00	65,641.00	68,841.00	72,141.00	75,541.00	79,041.00	82,641.00	86,341.00	90,141.00
94	5,320.08	5,586.17	5,852.25	6,128.33	6,414.42	6,710.50	7,016.58	7,332.67	7,658.75	8,004.83	8,370.92	8,747.00
95	54,841.00	57,841.00	60,941.00	64,141.00	67,441.00	70,841.00	74,341.00	77,941.00	81,641.00	85,441.00	89,341.00	93,341.00
96	5,320.08	5,586.17	5,852.25	6,128.33	6,414.42	6,710.50	7,016.58	7,332.67	7,658.75	8,004.83	8,370.92	8,747.00

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: H-6 Human Resources Recommendations
Authorization to Establish Salaries for Nonbargaining Unit Classified Employees

The Board approved a three (3) percent decrease in salary for the 2009–2010 school year for Nonbargaining Unit Employees at the June 23, 2009 Board meeting. Subsequent to that Board action, California School Employees Association (CSEA) agreed to a 1.5 percent salary decrease, combined with fewer number of work days for a total of 3 percent.

Nonbargaining unit employees will work fewer days for the 2009–2010 school year due to the shortened work calendar for all employees. The reduction in work days results in a 1.5 percent reduction in pay which, combined with a 1.5 percent reduction on the salary schedule, will equal a 3 percent reduction in overall salary. Therefore, their salary should be decreased 1.5 percent, not three percent.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the 1.5 percent decrease in salary on the attached salary schedule.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Non Bargaining Employees

Effective July 1, 2009

ESS Attendant	\$10.18	per hour
ESS Assistant Leader	\$13.39	per hour
Playground Attendant	\$8.85	per hour
Student Helper	\$10.16	per hour
Guest Teacher - Mon - Thurs	\$105.00	per day
Guest Teacher - Friday	\$115.00	per day
Guest Teacher - Long Term	\$115.00	per day
Guest Teacher - SpecEd M-Th	\$115.00	per day
Guest Teacher - SpecEd Fri	\$125.00	per day
Guest Teacher - SpecEd Long Term	\$125.00	per day
Preschool Guest Teacher	\$14.55	per hour

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
July 21, 2009**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: H-7 Human Resources Recommendations
Authorization to Establish Salaries for Confidential, Classified
Supervisory, and Classified Management Employees

The Board approved a three (3) percent decrease in salary for the 2009–2010 school year for Confidential, Classified Supervisory and Classified Management employees at the June 23, 2009 Board meeting. The salary agreements with these employee groups included five (5) furlough days to offset the salary rollback.

Due to Public Employees Retirement System (PERS) regulations, the District needed to revise the agreements. The following information is pertinent to the new salary schedules:

- The Classified Managers Salary Schedule is now separate from the Certificated Managers Schedule because of the difference between PERS reporting regulations and State Teacher Retirement System (STRS) reporting regulations.
- Sick leave for classified managers was reduced from 15 days per year to 12 days per year, to align with Ed Code, other classified employees and surrounding districts.
- Vacation days for classified managers and supervisors were aligned to match other classified employees and confidential employees for years 21 – 25 and thereafter.

The new salary schedules effective July 1, 2009 include eight (8) furlough days which results in a 3.08 percent decrease in pay for these three groups.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached salary schedules for Confidential, Classified Supervisory and Classified Management employees.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Confidential Salary Schedule

Tentative Effective July 1, 2009	Year 1		Year 2		Year 3		Year 4		Year 5		Years 6-9		Years 10-14		Years 15-19		Years 20-24		Years 25+		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Administrative Assistant	49,668.00	52,016.00	54,548.00	57,114.00	59,913.00	62,833.00	65,975.00	69,116.00	72,258.00	75,400.00	78,542.00	81,684.00	84,826.00	87,968.00	91,110.00	94,252.00	97,394.00	100,536.00	103,678.00	106,820.00	110,000.00
Internal Auditor	4,139.00	4,334.67	4,545.67	4,759.50	4,992.75	5,236.08	5,497.92	5,759.67	6,021.50	6,283.33	6,545.17	6,807.00	7,068.83	7,330.67	7,592.50	7,854.33	8,116.17	8,378.00	8,639.83	8,901.67	9,163.50
Executive Assistant to the Superintendent	23.88	25.01	26.23	27.46	28.80	30.21	31.72	33.23	34.74	36.25	37.76	39.27	40.78	42.29	43.80	45.31	46.82	48.33	49.84	51.35	52.86
	57,481.00	60,326.00	63,225.00	66,400.00	69,574.00	72,946.00	76,593.00	80,241.00	83,888.00	87,535.00	91,182.00	94,829.00	98,476.00	102,123.00	105,770.00	109,417.00	113,064.00	116,711.00	120,358.00	124,005.00	127,652.00
	4,790.08	5,027.17	5,268.75	5,533.33	5,797.83	6,078.83	6,382.75	6,686.75	6,990.67	7,294.58	7,600.00	7,906.00	8,212.00	8,518.00	8,824.00	9,130.00	9,436.00	9,742.00	10,048.00	10,354.00	10,660.00
	27.64	29.00	30.40	31.92	33.45	35.07	36.82	38.58	40.33	42.08	43.83	45.58	47.33	49.08	50.83	52.58	54.33	56.08	57.83	59.58	61.33
	60,085.00	62,993.00	66,018.00	69,283.00	72,613.00	76,163.00	79,971.00	83,779.00	87,587.00	91,395.00	95,203.00	99,011.00	102,819.00	106,627.00	110,435.00	114,243.00	118,051.00	121,859.00	125,667.00	129,475.00	133,283.00
	5,007.08	5,249.42	5,501.50	5,773.58	6,051.08	6,346.92	6,664.25	6,981.58	7,298.92	7,616.33	7,933.67	8,251.00	8,568.33	8,885.67	9,203.00	9,520.33	9,837.67	10,155.00	10,472.33	10,789.67	11,107.00
	28.89	30.29	31.74	33.31	34.91	36.62	38.45	40.28	42.11	43.94	45.77	47.60	49.43	51.26	53.09	54.92	56.75	58.58	60.41	62.24	64.07

updated 7/7/09

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

For 2009-2010, the confidential staff salaries will be reduced by eight (8) Furlough days, which is equivalent to a 3.08 percent salary reduction. Four (4) of these days will be taken December 28th - December 31st.
 The remaining four (4) furlough days will be determined by the employee based on the District's needs, as approved by Assistant Superintendent, Human Resources.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
Supervisory Salary Schedule**

Tentative Effective July 1, 2009	Year 1		Year 2		Year 3		Year 4		Year 5		Years 6-9		Years 10-14		Years 15-19		Years 20-24		Years 25+			
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T		
Supervisor, Extended School Services	54,615.00 4,551.25 26.26	57,274.00 4,772.83 27.54	60,076.00 5,006.33 28.88	62,940.00 5,245.00 30.26	65,978.00 5,498.17 31.72	69,187.00 5,765.58 33.26	72,646.00 6,053.83 34.93	76,106.00 6,342.17 36.59	79,565.00 6,630.42 38.25	83,024.00 6,918.67 39.92												
Supervisor, Custodians	54,615.00 4,551.25 26.26	57,274.00 4,772.83 27.54	60,076.00 5,006.33 28.88	62,940.00 5,245.00 30.26	65,978.00 5,498.17 31.72	69,187.00 5,765.58 33.26	72,646.00 6,053.83 34.93	76,106.00 6,342.17 36.59	79,565.00 6,630.42 38.25	83,024.00 6,918.67 39.92												
Supervisor, Purchasing	54,615.00 4,551.25 26.26	57,274.00 4,772.83 27.54	60,076.00 5,006.33 28.88	62,940.00 5,245.00 30.26	65,978.00 5,498.17 31.72	69,187.00 5,765.58 33.26	72,646.00 6,053.83 34.93	76,106.00 6,342.17 36.59	79,565.00 6,630.42 38.25	83,024.00 6,918.67 39.92												
Supervisor, Maintenance	56,784.00 4,732.00 27.30	59,521.00 4,960.08 28.62	62,431.00 5,202.58 30.01	65,461.00 5,455.08 31.47	68,611.00 5,717.58 32.99	71,899.00 5,991.58 34.57	75,494.00 6,291.17 36.30	79,089.00 6,590.75 38.02	82,684.00 6,890.33 39.75	86,279.00 7,189.92 41.48												
Supervisor, Transportation	56,784.00 4,732.00 27.30	59,521.00 4,960.08 28.62	62,431.00 5,202.58 30.01	65,461.00 5,455.08 31.47	68,611.00 5,717.58 32.99	71,899.00 5,991.58 34.57	75,494.00 6,291.17 36.30	79,089.00 6,590.75 38.02	82,684.00 6,890.33 39.75	86,279.00 7,189.92 41.48												

updated 7/13/09

Supervisory staff are exempt from overtime.

Supervisory staff shall receive sick leave as specified for other classified employees and 22 vacation days for years 1-20; 22.5 vacation days for years 21-22; 23 vacation days for years 23-24; 24 vacation days for 25 years and thereafter.

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

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

For 2009-2010, the Supervisory staff salaries will be reduced by eight (8) Furlough days, which is equivalent to a 3.08 percent salary reduction.

Four (4) of these days will be taken December 28th - December 31st.

The remaining four (4) furlough days will be determined by the employee based on District needs, as approved by Assistant Superintendent, Human Resources.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Classified Management Salary Schedule

Basic Policy: Salary schedules, payments, and payroll deductions for management personnel shall be specified in District Policy. (Policy Range: 4212)
Salary Schedule: A salary schedule for management personnel shall be adopted annually by the Board of Education. Salaries for individual managers will be established in accordance with the adopted salary schedule and the accompanying provisions governing its use. In all but exceptional instances, the salary schedule adopted shall be effective with the beginning of the fiscal year.

POSITION	Paid Days	ANNUAL AND DAILY SALARY									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6-9	Step 10			
Director, Classified Personnel	*261	103,268	106,333	109,402	112,464	115,594	118,722	124,658			
Director, Fiscal Services		395.66	407.41	419.16	430.90	442.89	454.87	477.62			
Director, Information Systems	*261	102,216	105,347	108,471	111,600	114,728	117,856	123,749			
Director, Maintenance & Operations		391.63	403.63	415.60	427.59	439.57	451.56	474.13			
Director, Transportation and Warehouse	*261	94,315	97,442	100,570	103,699	106,828	109,954	115,452			
Director, Child Nutrition Services	*261	361.36	373.34	385.33	397.31	409.30	421.28	442.34			
		90,098	93,227	96,353	99,480	102,608	105,735	111,022			
		345.20	357.19	369.17	381.15	393.13	405.11	425.37			

updated 7/13/09

*Includes paid holidays and 22 vacation days for years 1-20; 22.5 vacation days for years 21-22; 23 vacation days for years 23-24; 24 vacation days for 25 years and thereafter.

Classified managers shall receive 12 sick days per year.

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

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

For 2009-2010, the Classified management salaries will be reduced by eight (8) Furlough days, which is equivalent to a 3.08 percent salary reduction.

Four (4) of these days will be taken December 28th - December 31st.

The remaining four (4) furlough days will be determined by the employee based on District needs, as approved by Assistant Superintendent, Human Resources.

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: June 16, 2009**

The meeting was called to order at 7:05 p.m. at the Education Service Center by the President, Mrs. Halgren.

The President led the Pledge of Allegiance to the Flag.

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

Board members absent: None

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

It was moved by Duff, seconded by Baber, and carried unanimously to approve the minutes of the regular meeting of June 2, 2009 and the special meeting of June 9, 2009, as presented.

COMMUNICATIONS

Northmont Elementary School placed 1st in the nation among those schools participating in *First in Math*, an Internet-based math program. Jill Henderson, local representative for *First in Math*, presented student representatives from Northmont Elementary School with a *First in Math* outstanding math achievement award.

Tentative Agreement Between the Teachers Association and the Board of Education

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding a student excursion

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding 2008 Base API – Subgroups

Letter from Shirley Colman, Therapy Dogs International, Inc. regarding the ESS Tail Waggin' Tutor program

Four Lecturer/Presenter and/or Short-Term Employment forms

PowerPoint for the 2009-10 District Budget report

Article regarding the California budget from the Sacramento Bee

AGENDA

It was moved by Baber, seconded by Turner, and carried unanimously to approve the agenda as modified, removing Item 2 (Student Discipline – File 08-09-02) from closed session.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ESTABLISHMENT OF QUORUM

MINUTES

June 2, 2009 (regular) and
June 9, 2009 (special)
Approved as presented

COMMUNICATIONS

First in Math Recognition –
NOR

Tentative Agreement Between
Teachers Assn. & Board of Ed.

K. Walker, Asst. Supt., LS
Student excursion

K. Walker, Asst. Supt., LS
2008 Base API subgroups

S. Colman, Therapy Dogs Inc.
ESS Tutor Program

Lecturer/Presenter forms

2009-10 Budget PowerPoint

CA budget article

AGENDA

Approved as modified

At 7:25 p.m. the President announced a recess to allow the Northmont students and representatives to leave the meeting.

At 7:30 p.m. the President reconvened the meeting.

HEARING SESSION

The President announced a hearing for anyone who wished to address the Board regarding the 2009-10 District Budget. There being no one wishing to address the Board, the session was closed.

The President announced a hearing for anyone who wished to address the Board regarding the Tentative Agreement between LMSV Teachers Association and the Board of Education. There being no one wishing to address the Board, the session was closed.

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

Christina Hicks, President, Mt. Helix Council PTA, invited the Board to attend a candlelight vigil at the Spring Valley Library on June 17 in support of teachers and school staff who are being laid off.

Tracie Perez, a Supplemental Academic Advisor at Parkway and Spring Valley Middle Schools, expressed support of middle school counselors.

JoAnn Geary, Teacher, Kempton Elementary School, expressed support for the counselor program.

Manuel Aceves, La Mesa resident and Teacher, Bancroft Elementary School, stated that problems impede the learning process of students and expressed support for elementary and middle school counselors.

June Greever, Teacher, Kempton Elementary School, stated that counseling services are essential for students at Kempton and encouraged the Board to keep Kempton in mind when considering counselor cuts.

Yvonne Salgado, Deputy Probation Officer, stated that counselors provide critical intervention services to schools and expressed support of the counseling program.

Heather Mitchell, Teacher, Kempton Elementary School, stated the counselor is valued by staff and community and expressed concern that students needs will be met.

Patrick Engquist, 5th-grade student, La Presa Elementary School, expressed support for the LPE Counselor, Julie Babbitt.

Tyler Hicks, 2nd-grade student, La Presa Elementary School, expressed sadness that the LPE Counselor may not be at the school next year to help with bullying issues.

HEARINGS

2009-10 Budget

Tentative Agreement –
Teachers Association/Board of
Education

General Matters

C. Hicks, Mt. Helix PTA Pres.
Candlelight vigil

T. Perez, Advisor, PKM/SVM
Counselor support

J. Geary, Teacher, KEM
Counselor support

M. Aceves, Teacher, BAN
Counselor support

J. Greever, Teacher, KEM
Counselor support

Y. Salgado, Dep. Prob. Officer
Counselor support

H. Mitchell, Teacher, KEM
Counselor support

P. Engquist, Student, LPE
Counselor support

T. Hicks, Student, LPE
Counselor support

Joseph Rodriguez, Volunteer at Kempton Elementary School, expressed support for maintaining the counselor at Kempton Elementary.

J. Rodriguez, Volunteer, KEM
Counselor support

Claudia Camarillo, Volunteer at Kempton Elementary School, expressed support for Kempton’s counselor.

C. Camarillo, Volunteer, KEM
Counselor support

Daleena Harker-Reid, Counselor, Kempton Elementary School, expressed concern for student achievement and needs of children. She urged the Board to consider at least one day of counseling at all schools and more than one day at our most needy schools.

D. Harker-Reid, Counselor, KEM
Counselor support

Jennifer Martin, Teacher, La Presa Elementary School, expressed support for counselors and urged the Board to minimize cuts to the elementary counseling program.

J. Martin, Teacher, LPE
Counselor support

Ronda Champagne, Teacher, Bancroft Elementary School, announced that Bancroft teachers listed the counselor as the number one thing they would need to keep their school together in the coming years.

R. Champagne, Teacher, BAN
Counselor support

Maggie Schulman, Teacher, Kempton Elementary School, expressed support for counselors and stated they are vital to the mental growth of students.

M. Schulman, Teacher, KEM
Counselor support

Robin Wood, a coordinator with the District’s Healthy Start program, expressed support for counselors and stated they are liaisons between the school and various social service agencies.

R. Wood, Healthy Start
Counselor support

Rose Ybarrando, Parent, Lemon Avenue Elementary School, stated teachers need support staff in order to be successful and expressed support for the elementary counseling program.

R. Ybarrando, Parent, LEA
Counselor support

Genny Tellez – Completed speaker card but did not address the Board.

REPORTS OF OFFICERS OF THE BOARD

The Superintendent stated that state revenue is driven by property, sales and income taxes and, as the state is receiving less money every month, it causes them to restrict spending. The District is projected to lose 18 percent of its revenue. Consequently, there will be less resources for all, including children, as a result of what is happening at the state level. No decision to reduce or cut services is being taken lightly, as the District needs to have to have a balanced budget and programs we can afford. There was discussion that reduction of counseling services is both a site-based and district decision depending on funding. David Yoshihara, Assistant Superintendent, Business Services, provided an update to the Board, requested feedback as the budget is being prepared for adoption at the next meeting, and responded to clarifying questions.

REPORTS

2009-10 Budget Update

It was moved by Turner, seconded by Duff, and carried unanimously to authorize staff to enter into an Agreement with Miller Brown and Dannis for Professional Services.

Miller Brown Dannis Agrmt.
Authorized

It was moved by Turner, seconded by Duff, and carried unanimously to authorize staff to enter into an Agreement with Fagen Friedman & Fulfrost for Professional Services.

**Fagen Friedman & Fulfrost
Agreement**
Authorized

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

Consent Calendar
Approved

Purchase Orders C93683 through C93776 totaling \$149,526.76

Purchase Orders

Warrants May 19, 2009 through May 28, 2009 totaling \$331,434.39

Warrants

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

Revolving Cash Fund
Reimbursements from the
General Fund

Approval of travel as attached.

Travel

Approval of Institutional Memberships

Institutional Memberships

Award of Bid for Asbestos Floor Tile and Mastic Removal; and Carpet Removal at Lemon Avenue Elementary School

Bid for asbestos tile, mastic and carpet removal at LEA

Award of Bid for Sewer Line Repair/Replacement Project at Fletcher Hills Elementary School and Parkway Middle School; and Water Line Repair/Replacement Project at Sweetwater Springs Elementary School

Bid for sewer line repair/replacement at FLH & PKM; water line repair/replacement at SWS

It was moved by Turner, seconded by Winet, and carried unanimously to authorize staff to enter into an Agreement with School Services of California.

School Services of California
agreement
Authorized

It was moved by Turner, seconded by Winet, and carried unanimously to adopt Resolution 08-09-56, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Colton Joint Unified School District for Districtwide DSA-Approved Shade Structures.

Res. 56, contracting/ award
documents from Colton Joint
USD for shade structures
Adopted

It was moved by Turner, seconded by Duff, and carried unanimously to adopt Resolution 08-09-57, Approving Instructional Gardens Grant Categorical Flexibility Transfer for 2009-10.

Res. 57, approving
instructional Gardens Grant
Categorical Flex. Transfer
Adopted

It was moved by Winet, seconded by Turner, and carried unanimously to adopt revised Administrative Regulation: Section 3541, Transportation Routes and Services.

AR 3541, Transportation
Routes and Services
Adopted

It was moved by Duff, seconded by Turner, and carried unanimously to accept the following gifts with thanks: \$2675.50 from Highlands Elementary School PTA to Highlands Elementary for schoolwide study trips; \$1126.50 from Kempton Elementary School PTA to Kempton Elementary for fifth-grade promotion activities; a copier valued at \$2100.00 from Chris Jones of Copy Link to La Presa Elementary School; \$1200.00 from Northmont Elementary School PTA to Northmont Elementary for schoolwide study trips; and \$1570.00 from Parkway Middle School PTSA to Parkway Middle School to purchase a Discovery Education Streaming subscription for the 2009-10 school year.

Gifts – HIG, KEM, LPE,
NOR, PKMS
Accepted with thanks

It was moved by Turner, seconded by Winet, and carried unanimously to ratify student excursion – La Presa Middle School dance classes and Dance Club to the Del Mar Fair.

**Student excursion –
Del Mar Fair
Ratified**

It was moved by Duff, seconded by Turner, and carried unanimously to approve Agreement for Private Vehicle Transportation In-Lieu of Transportation.

**Private Vehicle
Transportation Agreement
Approved**

It was moved by Turner, seconded by Duff, and carried unanimously to authorize staff to enter into Special Education Master Contracts for the 2009-10 School Year.

**2009-10 Special Education
Master Contracts
Authorized**

It was moved by Turner, seconded by Duff, and carried unanimously to authorize staff to develop, submit, negotiate and implement the Education for Homeless Children and Youth Grant.

**Education for Homeless
Children and Youth Grant
Authorized**

It was moved by Turner, seconded by Winet, and carried unanimously to authorize staff to submit to the California Department of Education the Consolidated Application Part I for the 2009-10 School Year.

**Consolidated Appl. Part I for
2009-10 School Year
Authorized**

It was moved by Turner, seconded by Duff, and carried unanimously to authorize staff to operate Quest Academy for the 2009-10 School Year.

**Operation of Quest Academy
for 2009-10 School year
Authorized**

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

**MOU for Employment of
Deputy Probation Officer
Authorized**

It was moved by Duff, seconded by Turner, and carried unanimously to authorize staff to establish Home Independent Study Program as an Independent School.

**Establishment of Home
Independent Study Program
as Independent School
Authorized**

There was discussion regarding a charter school and various marketing strategies that will allow the district to grow a program. This issue will be brought back to the Board for further discussion.

It was moved by Duff, seconded by Turner, and carried unanimously to authorize staff to enter into Special Education Master Contract with Sunbelt Staffing for the 2009-09 School Year.

**Special Education Master
Contract with Sunbelt
Staffing for 2009-10
Authorized**

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Winet, seconded by Turner, and carried unanimously to approve standard Human Resources recommendations as presented.

**Human Resources
Recommendations
Approved as presented**

It was moved by Winet, seconded by Turner, and carried unanimously to adopt Resolution 08-09-58, Lay Off and/or Reduction in Hours of Classified Employees.

**Resolution 58, Lay Off and/or
Reduction in Hours of
Classified Employees
Adopted**

It was moved by Winet, seconded by Duff, and carried unanimously to appoint the following certificated employees as Administrative Interns – Level I: Lisa Aguilar, Julie Bankes, Natalie Martinez, Kelli Nelson, and Kelley Rabasco; and Level II: Jon Hayman, Tylene Hicks, Amber Lockwood, Michelle Ponce Wing, Elisa Torres Rivera, and Kathryn Saballet.

Administrative Interns
Appointed

It was moved by Duff, seconded by Winet, and carried unanimously to approve a Reduced Workload Program for a certificated employee.

Reduced Workload Program
Approved

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

The Superintendent announced this was promotion week.

Mr. Duff announced he attended the promotion at Parkway Middle School and it was a very quiet event.

At 9:45 p.m. the President announced a recess.

CLOSED SESSION

At 10:00 p.m. the President called for a closed session to discuss public employee discipline/dismissal/release; negotiations update – LMSV Teachers Association; and negotiations update – California School Employees Association (CSEA), Chapter 419. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Cabinet Conference Room.

The meeting was adjourned at 10:35 p.m.

Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held July 21, 2009.

Rick Winet, Clerk of the Board of Education

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
SPECIAL MEETING: June 23, 2009**

The meeting was called to order at 7:05 p.m. at the Education Service Center by the President, Mrs. Halgren

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

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

**ESTABLISHMENT OF
QUORUM**

Board members absent: None

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

COMMUNICATIONS

COMMUNICATIONS

Tentative Agreement Between LMSV Teachers Association and the Board of Education

Tentative Agrmt. between Teachers Assn. and Board

2009-10 Revised Master Calendar

09-10 Revised Master Calendar

2009-10 District Budget

09-10 District Budget

Memo from Paul Schnaubelt, President, Teachers Association, regarding ratification of Tentative Agreement

P. Schnaubelt, President, Teachers Association Tentative Agreement

2009-10 Adopted Budget PowerPoint Report

09-10 Budget PowerPoint

Fiscal Report regarding the state budget from School Services of California, Inc.

Fiscal Report School Services of CA, Inc.

AGENDA

AGENDA

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

Approved as presented

HEARING SESSION

HEARING

The President announced a hearing for anyone who wished to address the Board regarding the Tentative Agreement Between LMSV Teachers Association and the Board of Education.

Tentative Agreement

Paul Schnaubelt, President, Teachers Association, announced the Tentative Agreement is a measure of the Association and District's ability to work together and encouraged the Board to accept the agreement.

P. Schnaubelt, President, Teachers Association Tentative Agreement

The President announced a hearing for anyone who wished to address the Board regarding the 2009-10 District Adopted Budget. There being no one wishing to address the Board, the session was closed.

2009-10 District Budget

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

General Matters

REPORTS OF OFFICERS OF THE BOARD

REPORTS

The Superintendent thanked everyone for their cooperation and sacrifice to ensure the long-range health of the District and the educational opportunities for children next year.

09-10 District Adopted Budget

Revenues were projected using the Governor's May Revised State Budget, which proposed a 4.25% cost-of-living adjustment for the Revenue Limit, with a deficit factor of 16.25%. Categorical programs have been reduced by 19.84% in addition to adjustments for declining enrollment. Personnel staffing was projected based on an enrollment decline of 241 students. A series of budget reductions have been implemented to help address the ongoing budget deficit. David Yoshihara, Assistant Superintendent, Business Services, presented the report and responded to clarifying questions.

NEW BUSINESS

NEW BUSINESS

It was moved by Baber, seconded by Winet, and carried unanimously to adopt the 2009-10 District Budget.

09-10 District Budget
Approved

The Board expressed appreciation to the Superintendent and Cabinet, Management Team, various Classified employee groups and, in particular, the teachers for their sacrifices which made adoption of the 2009-10 Budget a possibility.

The Superintendent stated the District will continue to work through the Budget Study Committee with the Board to maintain the quality of our program while curtailing costs.

It was moved by Baber, seconded by Duff, and carried unanimously to approve the Tentative Agreement between LMSV Teachers Association and the Board of Education.

**Tentative Agrmt. between
Teachers Assn. and Board**
Approved

It was moved by Baber, seconded by Duff, and carried unanimously to adopt Revised Board Policy: Section 4113, Equitable Distribution of Qualified Teachers.

Rev. Policy Section 4113
Adopted

It was moved by Winet, seconded by Duff, and carried unanimously to authorize staff to establish salaries for Nonbargaining Unit Classified employees.

**Salaries for Nonbargaining
Unit Classified employees**
Established

It was moved by Duff, seconded by Baber, and carried unanimously to authorize staff to establish salaries for Confidential employees.

**Salaries for Confidential
employees**
Established

It was moved by Duff, seconded by Baber, and carried unanimously to authorize staff to establish salaries for Supervisory employees.

**Salaries for Supervisory
employees**
Established

It was moved by Baber, seconded by Duff, and carried unanimously to authorize staff to establish salaries for members of the Management Team.

Salaries for Management Team
Established

It was moved by Winet, seconded by Baber, and carried unanimously to authorize staff to decrease Substitute Teacher rate of pay.

Substitute Teacher rate of pay
Decreased

It was moved by Winet, seconded by Duff, and carried unanimously to authorize staff to establish salaries for Certificated employees.

Salaries for Certificated employees
Established

It was moved by Turner, seconded by Winet, and carried unanimously to adopt the Revised 2009-10 Master Calendar.

Revised 2009-10 Master Calendar
Adopted

It was moved by Winet, seconded by Duff, and carried unanimously to adopt Resolution 08-09-59, Lay Off and/or Reduction in Hours of Classified Employee.

Res. 59, Lay Off/Reduction in Hours of Classified Employee
Adopted

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Baber announced he and Mrs. Halgren attended the recent Candlelight Vigil in support of teachers at the Spring Valley Library.

The meeting was adjourned at 8:30 p.m.

Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held July 21, 2009.

Rick Winet, Clerk of the Board of Education

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
SPECIAL MEETING: July 14, 2009**

The meeting was called to order at 7:05 p.m. at the Education Service Center by the President, Mrs. Halgren.

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

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

**ESTABLISHMENT OF
QUORUM**

Board members absent: None

Staff members present on assignment: Marshall, Martinez, Walker

AGENDA

AGENDA

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

Approved as presented

HEARING SESSION

HEARING

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

REPORTS OF OFFICERS OF THE BOARD

REPORTS

The Board adopted the District's purpose, vision and principal statements on May 6, 2008. The next step is to create a long-range strategic plan using these statements as the foundation of this effort. The Superintendent outlined a background on how the District got to this point (meetings with Competitive Edge (parent/community survey), HMC Architects (Facilities Assessment), and community forums etc. He explained that, rather than increasing "market share" to attract more students, the vision for the District should be about educating children appropriately for the future and preparing them for the workplace that will exist; then market share will be increased in response to our revolutionizing the way we teach kids in the 21st Century. The Superintendent and Ken Masco, Consultant, presented the draft of the framework to the Board for discussion and comment.

District Visioning

Concern was expressed that the strides made by Total Quality Education (TQE) and Professional Learning Communities (PLCs) would be lost. It was determined that PLCs build on TQE principles, and PLCs can be used as a method to achieve some of the broader goals, as they are now imbedded in how we operate. It was clarified that the Board would be voting in concept of this draft document, rather than content.

At 5:30 p.m. Dr. Turner left the session. She returned at 5:40 p.m.

NEW BUSINESS

It was moved by Winet, seconded by Duff, and carried unanimously to approve the visioning process in concept and to proceed with the visioning process, changing the central idea to "Revolutionizing Learning," and continue to refine the draft document by discussion at the regular meeting of August 4, 2009.

The meeting was adjourned at 6:00 p.m.

Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held July 21, 2009.

Rick Winet, Clerk of the Board of Education

NEW BUSINESS

Visioning Process
Approved process in concept
and to proceed