

La Mesa-Spring Valley School District

Board of Education

August 20, 2013

Our Purpose

To Inspire Learning and Respect

Our Vision

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

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

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR SESSION: Tuesday, August 20, 2013 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. Human Resources Update

Information

NEW BUSINESS

SUPERINTENDENT

1. Adoption of Board Policy Updates
2. Appointment of Board Representative to Superintendent's LMSV 20/20 Working Group

Action

Action

BUSINESS SERVICES

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

Action

Action

LEARNING SUPPORT

1. Acceptance of Gift – Murdock Elementary School

Action

- | | | |
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| 2. | Authorization to Enter into an Agreement with San Diego County Office of Education for Audiovisual Educational Services for Quest Academy the 2012-13 School Year for | Action |
| 3. | Authorization to Enter into Contracts with State-Approved Supplemental Educational Service Providers | Action |
| 4. | Authorization to Enter into a Special Education Master Contract with Center for Autism Research Evaluation and Service (C.A.R.E.S.) for the 2013-14 School Year | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
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| 1. | Standard Human Resources Recommendations | Action |
| 2. | Approval of Certificated Job Descriptions | Action |

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)
2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)
3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)
4. Conference with Legal Counsel – Anticipated Litigation (GC 54956)

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
August 20, 2013

PREPARED BY: **Brian Marshall**
 Superintendent

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

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

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

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

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: R-1 Report of Officers of the Board
Human Resources

The Human Resources Department is responsible for the functions of recruitment, selection and orientation of employees; substitute services for certificated and classified positions; assistance with evaluations, due process and discipline of employees; labor relations and staff training; employee benefits and payroll; employee recognition, assistance and counseling; records management and state and federal compliance procedures.

Tina Sardina, Assistant Superintendent, Human Resources, will present information about the goals and services of the Human Resources Department and respond to clarifying questions.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013

PREPARED BY: **Brian Marshall**
 Superintendent

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

Action Item

As the Board is aware, the District will be audited this year for compliance on our federal and state categorical programs. This process, known as Federal Program Monitoring (FPM), includes a review of Board policies that relate to categorical programs. A review of these policies with an eye toward compliance has been completed. Minor changes have been suggested to several policies. These changes are noted in the table attached.

ADMINISTRATIVE RECOMMENDATION

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

Board Policy Comparisons
August 2013

Add	Significant Changes
AR 6171 (AR Revised)	Title I Programs Administrative regulations have been revised to add required regulations for the participation of private school students. This addition includes the requirement to provide Title I services on an equitable basis with participating public school students, as well as parent involvement opportunities on an equitable basis. Regulations also require the district to consult with each participating private school on the development of the Title I program. Title I private school participation is a requirement of Board Policy/Administration Regulation for Federal Program Monitoring.
BP 0410 (BP Revised)	Nondiscrimination in District Programs and Activities Board policy changed to include harassment, intimidation, bullying, ethnicity and nationality to the list of District practices free from discrimination. This language matches the language of the Federal Program Monitoring Instrument.
BP 5145.3 (BP Revised)	Nondiscrimination/Harassment Board policy changed to include nationality and ethnicity to list of unlawful discrimination. Language is added stating that "school personnel shall take immediate steps to intervene when he or she witnesses an act of discrimination or harassment, intimidation or bullying and when it is safe to do so." This language matches that of the Federal Program Monitoring Instrument.
BP 4030 (BP Revised)	Nondiscrimination in Employment Board policy changed to include ethnicity, nationality and religion to list of prohibited discrimination. This language matches the language of the Federal Program Monitoring Instrument.
AR 4112.22 (AR Revised)	Staff Teaching English Language Learners Language changed to include, "The superintendent or designee shall ensure that teachers assigned to provide English language development or access to core curriculum instruction for English learners are appropriately authorized or actively in training for an appropriate English Learner authorization." This language matches that of the Federal Program Monitoring Instrument.
AR 1312.4 and Exhibit (AR & Exhibit Revised)	Williams Uniform Complaint Procedures Administrative regulation opening statement changed to be more descriptive and states: "The district has policies and procedures that enable Williams complaints to be handled through its Uniform Complaint Procedure process. The district shall use the following procedures to investigate and resolve Williams complaints regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean and safe manner or in good repair, and teacher vacancy or misassignment." Other minor changes includes adding "of the governing board," "designee of the district superintendent," and "of the school district." The Exhibit was changed from an example to the actual Williams Complaint Form. The language changes were made to match that of the Federal Program Monitoring Instrument.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-2 New Business**

Action Item

**Appointment of Board Representative to Superintendent's LMSV 20/20
Working Group**

During the Board meeting of May 21, 2013, the Board instructed the Superintendent to form a working group to investigate innovative programs that can be brought to the District. The Superintendent is forming a working group, named LMSV 20/20, to begin investigating these innovative programs as well as working on some tactical initiatives to increase the district's competitive advantage. The group will include two board members.

ADMINISTRATIVE RECOMMENDATION

It is requested the Board appoint two members and an alternate to serve on the Superintendent's LMSV 20/20 Working Group.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

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

Action Item

Purchase orders, warrants and revolving cash fund reimbursements issued since the last Board meeting will be available at the meeting for review by the Board.

The following are submitted for ratification:

- I. Purchase Orders: 169 purchase orders have been processed, numbered H50448 through H50616, totaling \$796,561.01.
- II. Warrants: 86 warrants have been issued, dated July 25, 2013 through August 7, 2013, totaling \$237,073.51.
- III. Revolving Cash Fund Reimbursements: Six (6) checks have been processed, totaling \$8,800.74.

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>
RC1708	7/31/13	Mary McGinley	Payroll	1865.35
RC1709	7/31/13	Robert Myrick	Payroll	1297.55
RC1710	7/31/13	Kayla Myrick	Payroll	1280.61
RC1711	7/31/13	Sandra Mendez	Payroll	3620.79
RC1712	7/31/13	Kimberly Jordan	Payroll	526.57
RC1713	08/02/13	Brittnee Tiffin	Payroll	209.87

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (6) CHECKS PROCESSED TOTALING \$8,800.74**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013**

PREPARED BY: Lori Wigg
 Assistant Superintendent, Business Services

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

Action Item

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify the travel of the person listed as attached.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
TRAVEL/CONFERENCE ATTENDANCE REQUESTS**

NAME	TRAVEL/CONFERENCE	CITY/STATE	DATES	REGISTRATION FEE
Linda Quint Non-Employee	Sound Start for Emerging and Struggling Readers	San Diego, CA	08/19/13 – 08/20/13	\$189

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013**

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

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

Action Item

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

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

Attached is a current list of items that are identified as E-waste to the District. Upon authorization of the Board, these items will be recycled by A Plus Surplus, Inc. in accordance with the Education Code and California law.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the District utilizing A Plus Surplus, Inc., for E-waste disposal under the provisions of the Education Code.

LISTING OF E-WASTE ITEMS TO BE RECYCLED BY A PLUS SURPLUS INC.

143 EACH	COMPUTERS
36 EACH	COMPUTER MONITORS
53 EACH	PRINTERS
63 EACH	LAPTOP COMPUTERS
1 EACH	SCANNER
13 BOXES	SMALL COMPUTER PARTS: KEYBOARDS, MICE, CIRCUIT BOARDS
43 EACH	OVERHEAD PROJECTORS
6 EACH	TVS
4 EACH	FAX MACHINES
1 EACH	COPIER
36 EACH	WORD PROCESSORS
1 EACH	LAMINATOR
3 EACH	LASER DISC PLAYERS
1 EACH	TYPEWRITER
12 EACH	VCRS
3 EACH	MICROWAVE OVENS
3 EACH	PROJECTORS SLIDE AND LCD
10 EACH	DIGITAL CAMERAS
4 BOXES	AUTOMATIVE RADIOS AND PARTS
4 EACH	CD PLAYERS
99 EACH	TWO-WAY RADIOS (OBSOLETE FREQUENCY)
6 EACH	DRILLS
3 EACH	VACUUM CLEANERS
1 PALLET	DOOR HARDWARE AND LOCKS

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013**

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

ITEM NUMBER: LS-1 New Business
Acceptance of Gift – Murdock Elementary School

Action Item

Kent Coston, a community supporter, would like to donate \$900.00 to Murdock Elementary School to purchase Friday Folders for all Murdock Elementary students.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept this gift with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013**

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

ITEM NUMBER: LS-2 New Business

Action Item

Authorization to Enter into an Agreement with San Diego County Office of Education for Audiovisual Education Services for Quest Academy for the 2013-14 School Year

Since 1984 the District has entered into an agreement with the San Diego County Office of Education to exchange or rent various types of audiovisual resources including DVDs, Literature Kits, Equipment and Models. Access to the San Diego County Office of Education collection provides Quest Academy teachers with a wider base of instructional materials to assist them in meeting the needs of students.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached Audiovisual Agreement for Quest Academy for the 2013-14 school year.

San Diego County Superintendent of Schools
Agreement for Audiovisual Education Services

The Governing Board of the La Mesa-Spring Valley School District, hereinafter called the District, and the San Diego County Superintendent of Schools, hereinafter called the Superintendent, in accordance with Education Code Section 1830, agrees as follows:

1. During the 2013-2014 school year. The Superintendent will furnish Audiovisual Education Services to Quest Academy, located at Bancroft Elementary School.
2. Upon receipt of invoice District will pay to the Superintendent the rate of \$6.44 per Quest Academy student enrollment for Audiovisual Services. 22 students x \$6.44 = \$141.68.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Name: _____

Title: _____

Location: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013**

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

ITEM NUMBER: LS-3 New Business **Action Item**
Authorization to Enter into Contracts with State-Approved Supplemental Educational Service Providers

On January 8, 2002, President Bush signed the No Child Left Behind (NCLB) Act of 2001. NCLB has as its centerpiece individual school site accountability. The State determines a goal for the percent of students proficient or advanced each year; this is what is referred to as Adequate Yearly Progress (AYP). Schools that fail to meet the AYP proficiency goal for two consecutive years are classified as Program Improvement schools.

Bancroft Elementary (BAN), Kempton Elementary (KEM), and La Presa Middle School (LPMS) have not made AYP and remain in year five; Highlands Elementary (HIG) is in year four; and Avondale Elementary (AVO), Casa de Oro Elementary (CDO), and Rancho Elementary (RAN) are in year three of Program Improvement. As such, AVO, CDO, BAN, KEM, HIG, RAN, and LPMS must offer school choice to all students as well as supplemental tutorial services for students not yet proficient in grade-level standards. The NCLB legislation provides for Title I funds to be used to pay for Supplemental Educational Services (SES). This legislation also provides the maximum amount expended per child based on the Title I allocations. The per pupil allocation for 2013-14 is \$823.93.

The State Department of Education has developed a list of approved SES providers. This list will be given to all eligible families enrolled at AVO, CDO, BAN, KEM, HIG, RAN, and LPMS with a letter advising them of the availability of supplemental tutorial services for their child. The attached contract template is provided by San Diego County Office of Education. This template will be used for each of the providers listed below, changing only the company name and associated fees.

SES Providers for 2013-14

Provider Business Name	Rate
!!! 1st Choice Android Smart-Phone Tutoring	\$85.00/hour per student
!!! Apple iPad & Android Tablet Tutoring !!!	\$100.00/hour per student
!!! A 1 TUTORÍA TABLET COMPUTER !!	\$100.00/hour per student
! # 1 Touch-Screen Tablet Computer Tutoring	\$85.00/hour per student
! # 1 Tutoría, Maestros, Tabletas	\$60.00/hour per student
! # 1 WE CAN Querer es Poder with NOOK TABLETS !!	\$60.00/hour per student
! 1 Computadora Gratis para Ti !, Inc.	\$75.00/hour per student
! A+ C A T (Computer Assisted Tutoring)	\$100.00/hour per student
! ACE Tutoring Services, Inc.	\$60.00/hour per student
! MathWiz	\$66.00/hour per student
#1 Academia de Servicio de Tutoria DBA,- Syntelesys Educational Services, Inc.	\$45.00/hour per student
#1 Educando con Tabletas	\$45.00/hour per student

#1 in Learning Online, Inc.	\$35.00/hour per student
~ # 1 A+ Student Learning Academy/Center ~	\$65.00/hour per student
iAlpha! Innovation through Education	\$50.00/hour per student
1 2 3 MATH AND READING, Inc.	\$60.00/hour per student
A Better Tomorrow Education	\$38.75/hour per student
A Tree of Knowledge Educational Services, Inc.	\$65.00/hour per student
Able DBA, - Able Academics, LLC	\$45.00/hour per student
Achieve HighPoints DBA, - Datamatics Inc.	\$85.00/hour per student
Achievement Matters, Inc.	\$50.00/hour per student
Alternatives Unlimited, Inc.	\$45.00/hour per student
ATS Project Success DBA, - Accuracy Temporary Services	\$60.00/hour per student
BEST Basic Educational Services Team, Inc.	\$55.00/hour per student
Brain Hurricane, LLC	\$75.00/hour per student
Carter, Reddy & Associates, Inc.	\$60.00/hour per student
Club Z! In-Home Tutoring Services, Inc.	\$65.00/hour per student
Doctrina Tutoring	\$45.00/hour per student
Friendly Community Outreach Center (FCOC)	\$55.00/hour per student
Future Stars Tutoring Services Center	\$75.00/hour per student
ICES Education, LLC	\$45.00/hour per student
Keep Hope Alive Projects	\$60.00/hour per student
Leading Edge Learning Center	\$48.00/hour per student
Learn with Laptops!	\$50.00/hour per student
One on One Learning Corp.	\$68.00/hour per student
Professional Tutors of America, Inc.	\$68.00/hour per student
Sylvan Learning of La Mesa DBA, - Operated By 40 Acres and A Mind, Inc.	\$40.00/hour per student
Total Education Solutions	\$55.00/hour per student
Ultimate Success Learning	\$55.00/hour per student
UROK Learning Institute DBA - Advanced Reading Solutions, LLC	\$45.00/hour per student
Xamaze In Home Tutoring DBA, - Educational Advantage, LLC	\$55.00/hour per student

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into contracts with the above-listed state-approved Supplemental Educational Service Providers for the 2013-14 school year.

**La Mesa-Spring Valley School District
No Child Left Behind - Title I Program**

**Supplementary Educational Service
Provider/District Contract**

THIS SUPPLEMENTARY EDUCATIONAL SERVICE PROVIDER/DISTRICT CONTRACT ("Contract") is made and entered into on September 23, 2013, between the La Mesa-Spring Valley School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the state of California, and **Name of Provider**, the supplementary educational service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary educational services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement, that, in the case of a student with disabilities, is consistent with the student's individualized education plan (IEP)
- b. Requires a description of how the student's parents and teacher or teachers will be regularly informed of the student's progress;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider;

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students;

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. **Student Learning Plan**

A Student Learning Plan (SLP) shall be developed by PROVIDER, on behalf of the LEA and in consultation with parents/guardians, for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's SLP may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's SLP.

Each SLP shall include the following:

- a. Specific measurable achievement goals for the student developed in consultation with the student's parent and PROVIDER.
- b. A description of how the student's progress will be measured and how the student's parents and teachers will be regularly informed of the progress.
- c. A timetable for improving the student's achievement.
- d. The standards-based assessment used, including a pretest score.
- e. A description of how students with disabilities and students with limited English proficiency are provided accommodations and/or language assistance.

Parent Contact must be made and a standards-based assessment must be given by the PROVIDER within 14 days of receiving the students' names and contact information from the LEA.

Tutoring services to students may not commence without written SLP approval from the LEA. Services must then begin within 14 days of the PROVIDER'S receipt of SLP approval. Failure to begin tutoring services within 30 days of receiving students may result in the reassignment of students to another PROVIDER.

PROVIDER shall not unilaterally terminate any SLP agreement. PROVIDER shall obtain written authorization from LEA before terminating any SLP.

Parents/guardians shall not be charged for any services rendered under the SLP agreement unless such services and charges are clearly identified in writing, agreed upon in advance and signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

2. **Student Progress Reports/Assessments**

PROVIDER shall provide regular written progress reports to parents and each student's teacher(s). A copy of the progress reports shall be maintained at the PROVIDER'S place of business and made available upon request of the LEA and/or the student's parents. PROVIDER must provide to the LEA a summative year-end report detailing the progress of the contracted students. The final report should include each student served regardless of completion of the program, his/her pre and post test scores, and any relevant information, deemed necessary in evaluating student achievement.

3. **Student Records**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity

of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to LEA and/or the parents/guardians of LEA's student. PROVIDER shall not forward to any other person other than parents/guardians or LEA any student record without the written consent of the parent/guardian or LEA. Upon completion of termination of the SLP or termination of this Contract, PROVIDER shall turn over to LEA all student records for LEA's eligible students to whom PROVIDER has provided services under this Contract.

4. **Access by LEA**

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow access to its facilities for periodic monitoring of each student's instructional program by LEA and shall be invited to participate in the review of each student's progress by LEA. LEA representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. **Fingerprints**

In accordance with Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and, upon receipt of those checks, certify to the LEA that no employee of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees who are cleared to work with the students of the LEA. A fingerprint certification form will be submitted with monthly invoices and attendance registers.

6. **Independent Contractor Status**

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

7. **Conflict of Interest**

PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid

any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with LEA.

8. **Accident/Incident Report**

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

9. **Discrimination**

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

10. **Child Abuse Reporting**

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

11. **Supplies, Equipment and Facilities**

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures, which outlines a facilities use fee.

12. **Inspection and Audit**

PROVIDER shall provide access to records or reports, or other matters relating to the contract, upon request by LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit.

13. **Indemnification**

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees, except for the

active negligence of LEA, its governing board, officers or agents. It is understood and agreed that such indemnity shall survive the termination of this agreement.

14. **Insurance**

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in force and effective a policy or policies of:

- **Commercial General:** At least \$1 million per occurrence for all damages arising out of death, bodily injury, personal injury, sickness or disease, damage to or destruction of property and \$2 million aggregate.
- **Auto Liability:** At least \$1 million per accident. Auto shall include coverage of owned and non-owned vehicles used in relation to the performances of service(s) by PROVIDER.
- **Professional Liability:** At least \$1 million per claim and \$2 million aggregate.

- ***Abuse/Molestation***: At least \$1 million per occurrence and \$2 million aggregate.
- ***Workers Comp***: The PROVIDER shall at its own cost and expense procure and maintain statutory insurance under the Workers Compensation Law of California and employer's liability of at least \$1 million.

Not later than September 23, 2013, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming the La Mesa-Spring Valley School District as certificate holder and by an additional insured endorsement specifically naming the La Mesa-Spring Valley School District, its employees, Board members, officers, agents, and volunteers as additional insureds. PROVIDER shall provide complete updated insurance forms ONE WEEK PRIOR to expiration of any previously submitted policy or risk reassignment of students to another provider.

For any claims related to this contract, the PROVIDER'S insurance coverage shall be primary insurance as respects to the LEA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the LEA, its officers, officials, employees, or volunteers shall be excess of the PROVIDER'S insurance and shall not contribute with it.

15. **Fees**

LEA and PROVIDER agree to the following fee structure:

\$ per hour with a total cost not to exceed the calculated rate (LEA's total Title 1, Part A allocation, divided by number of children aged 5-17 from families below the poverty level)

16. **Monthly Invoices**

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, and amount owed. Such invoices shall be submitted as requested, but within thirty (30) days of the rendering of services. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices.

17. **Records of Attendance**

PROVIDER shall maintain daily records of student services provided, including the name/address of the student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

18. **Right to Withhold**

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

19. **Modification and Amendments:**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the SLP shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. **Disputes**

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to Karen Walker, Ed. D., Assistant Superintendent, Learning Support, of the La Mesa-Spring Valley School District. The determination of the LEA Assistant Superintendent, Learning Support shall be made in writing and shall be binding on both parties.

21. **Subcontract and Assignment**

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

22. **Termination**

- a. This agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- b. In consideration of this payment, PROVIDER waives all rights to any further payment of damage. Upon termination, PROVIDER shall turn over to LEA, all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- c. The Student Learning Plan (SLP) agreement may be terminated by PROVIDER only upon consent of the LEA. The LEA may terminate the SLP agreement with the PROVIDER if, after consulting with the parent and PROVIDER, it determines that the PROVIDER is unable to meet the goals and timetables as described in the SLP. The SLP agreement shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a prorated calculation of total services agreed upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. **Compliance with Laws**

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

24. **Entire Agreement**

This Contract constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. **Governing Law**

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in San Diego County, California.

26. **Severability Clause**

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

27. **Notices**

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA:

Ronda Wood
Coordinator, Extended School Services
La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, California 91942
619-668-5700 x6406

For PROVIDER:

Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective September 23, 2013, and terminates at 5:00 p.m. on April 16, 2014 unless sooner terminated as provided herein.

PROVIDER:

BY: _____ Name
(Signature)

Title

Date

DISTRICT:

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013**

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
Center for Autism Research Evaluation and Service

Action Item

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 Center for Autism Research Evaluation and Service (C.A.R.E.S.), a non-public agency, in a not-to-exceed amount of \$15,000.00 to provide student support.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into a special education master contract with C.A.R.E.S. for the 2013-14 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

Action Item

The Human Resources recommendations which are attached for consideration at the August 20, 2013, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations – August 20, 2013

CERTIFICATED:

Approval of Contract:

Effective:

Bartol, Shannon M.	Learning Handicapped Teacher (temporary)	V-1	08/08/13 – 06/13/14
Carini, Amber R.	Speech-Language Pathologist (temporary)	VI-10	08/08/13 – 06/13/14
Gomez, Sandra L.	Resource Specialist (temporary)	V-1	08/08/13 – 06/13/14
Hall, Shawna M.	Learning Handicapped Teacher (temporary)	VI-5	08/08/13 – 06/13/14
Nyberg, Kaaren L.	Resource Specialist (temporary)	IV-7	08/08/13 – 06/13/14
San Miguel, Alma L.	Learning Handicapped Teacher (temporary)	VI-3	08/08/13 – 06/13/14
Turkins, Brittany N.	Speech-Language Pathologist (temporary)	V-10	08/08/13 – 06/13/14
Warden, Amanda N.	Learning Handicapped Teacher (probationary)	III-2	08/08/13

Approval of Change of Assignment:

Jones, Jane M.	From: Teacher	08/08/13
	To: Teacher on Special Assignment	
Rackliffe, Elizabeth A.	From: Teacher	08/08/13
	To: Math Resource Teacher	

Approval of Contract Revision:

Morel, Kylie H.	From: 50%	To: 60%	08/08/13
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Approval of Rehire from 39-Month Reemployment List:

Duncan, Nicole D.	Teacher – 50% (temporary)	IV-9	08/08/13 – 06/13/14
Juarez, Marsha M.	Teacher (temporary)	III-9	08/08/13 – 06/13/14
Riggs, Dana S.	Teacher	VI-10	08/08/13
Zarzan, Cary E.	Teacher	IV-9	08/08/13
Zelt, Jean M.	Teacher (temporary)	V-10	08/08/13 – 06/13/14

Approval of Termination of 24-Month Reemployment Rights:

Thomas, Alissa L.	Teacher	08/08/13
Swader, Melissa R.	Teacher	08/08/13

CLASSIFIED:

Approval of Employment – Merit System:

Salbato, Juliet E.	Paraprofessional – Special Education	21-C	08/08/13
Sanders, Shelly S.	Paraprofessional – Special Education	21-A	08/09/13

Approval of Employment:

Aispuro, Gabriela G.	Extended School Services Attendant	\$10.33/hr	08/06/13
Boyd, Sean P.	Extended School Services Attendant	\$10.33/hr	08/06/13
Caro, Nicole S.	Extended School Services Attendant	\$10.33/hr	08/06/13
Castillo, Monica I.	Extended School Services Attendant	\$10.33/hr	08/06/13
Ferreira, Lindsey M.	Extended School Services Attendant	\$10.33/hr	08/06/13

Flores, Joseph A.	Extended School Services Assistant Leader	\$13.59/hr	07/15/13
Fookes, Hailey	Extended School Services Attendant	\$10.33/hr	08/06/13
Frank, Joanna M.	Extended School Services Attendant	\$10.33/hr	08/06/13
Garcia, Samantha	Extended School Services Attendant	\$10.33/hr	08/06/13
Gomez, Adrian M.	Extended School Services Assistant Leader	\$13.59/hr	07/01/13
Honeycutt, Marissa S.	Extended School Services Attendant	\$10.33/hr	08/06/13
Hopwood, Austin L.	Extended School Services Attendant	\$10.33/hr	08/06/13
Krajnak, Erik M.	Extended School Services Attendant	\$10.33/hr	08/06/13
Krajnak, Kenneth L.	Extended School Services Attendant	\$10.33/hr	08/06/13
Lazcano, Celeste	Extended School Services Attendant	\$10.33/hr	08/06/13
Lepe Jr., Juan M.	Extended School Services Assistant Leader	\$13.59/hr	07/01/13
Martinez, Joshua R.	Extended School Services Attendant	\$10.33/hr	08/06/13
Mendivil, Elizabeth	Extended School Services Attendant	\$10.33/hr	08/06/13
Mendoza, Gabriel A.	Extended School Services Assistant Leader	\$13.59/hr	07/22/13
Minshew, Katherine L.	Extended School Services Attendant	\$10.33/hr	08/06/13

Approval of Acceptance of Resignation – Merit System:

Phouthavong, Jennie D.	Health Aide (employment elsewhere)	24-A	08/01/13
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Approval of Change of Classification:

Swinton, Ahmad A.	From: Senior Custodian	39-F+	08/19/13
	To: Child Nutrition Accounting Specialist	64-C+	

Approval of Rehire from 39-Month Reemployment List:

Bryan, Daniel R.	Custodian	26-C	08/12/13
White, Ralph	Custodian	26-E	09/03/13

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

Save-A-Life Educators, Inc.	Lecturer/Presenter (Personnel Commission)	Various
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2013 - 14

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Personnel Commission Date 8/13/13
 Consultant/Lecturer/Presenter Name Vicki Igou Soc Sec No _____
 Name of Firm or Business SAVE-A-LIFE EDUCATORS, INC. Taxpayer ID No (for 109) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter Credentialed Instructors / Retired firefighter

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
	03	00	0000	546	0000	7400	5200	000	546	(15)		

☐ Consultant ☒ Lecturer/Presenter [Signature] Date 8/13/2013
 Signature, Principal or Department Head

Additional Approval (If needed) _____ Date _____ Signature of Assistant Superintendent _____ Date _____
 APPROVED FOR BOARD: [Signature] 8/13/13
 SUBMISSION: Assistant Superintendent, Human Resources Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 13th day of August, 2013, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and SAVE-A-LIFE EDUCATORS (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing See below, through _____, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of not to exceed \$4500 *See below for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

*DATES & COST - 8/24/13; 1/18/14; 5/10/14 - \$1,500 each session/estimated

13028

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 20, 2013

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Approval of Certificated Job Descriptions

Action Item

The Human Resources Department periodically reviews certificated job descriptions in order to comply with state and federal laws and to ensure all positions are appropriately documented. The following job descriptions have been reviewed and approved by the La Mesa-Spring Valley Teachers Association:

- English Language Arts Coach
- Intervention Support Teacher
- Reading Resource Teacher/Reading Specialist

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the certificated job descriptions for English Language Arts Coach, Intervention Support Teacher and Reading Resource Teacher/Reading Specialist, and the typical duties set forth in the attached job descriptions.

ENGLISH LANGUAGE ARTS COACH

PRIMARY FUNCTION:

Under the immediate supervision of the site administrator or Assistant Superintendent, Learning Support, the English Language Arts Coach shall provide site or District level leadership in the implementation of the kindergarten through eighth-grade integrated language arts program. Assistance shall be provided through diagnostic/prescriptive planning, staff development, training of support staff, demonstration teaching and direct instruction with whole class, small groups and individual students.

Professional Responsibilities

1. Compile and analyze data as required.
2. Maintain awareness and understanding of current educational trends and developments through professional literature, by attending conferences, site and District meetings, and staff development opportunities.
3. Maintain personal standards of grooming compatible with the contract.
4. Maintain standard of promptness in carrying out assignments.
5. Meet obligations as specified by the Education Code and Board Policy.
6. Participate in District and department activities such as staff meetings and Professional Learning Community (PLC) work.

ESSENTIAL FUNCTIONS:

Direct Service and Consultation

1. Assist instructional staff in the implementation of the integrated language arts program, including its management system, in classrooms and other instructional settings.
2. Assist staff in planning and organizing language arts instruction and the selection of instructional resources related to student needs.
3. Coordinate staff development activities in language arts (reading, writing, listening, speaking) and related areas such as spelling and literature, including training of support personnel.
4. Model effective instructional strategies in the implementation of the integrated language arts program.
5. Prepare and distribute student and professional materials to support the language arts program.
6. Provide supplementary, specialized diagnostic services and prescriptive instruction to small groups or individual students using District-approved intervention materials.

Other Duties and Responsibilities

Under the direction of his/her supervisor, the English Language Arts Coach may be assigned to:

1. Participate in material selection and curriculum development programs within the school of assignment and/or on a District level.
2. Plan, coordinate and evaluate the work of paraprofessionals, Student Helpers and other support personnel, and as requested by the site supervisor, participate in the selection of these employees.
3. Share in the sponsorship of language arts related activities.

WORK DAY:

This position is considered a resource teaching position and work hours are based on a professional day, inclusive of lunch.

QUALIFICATION STANDARDS:

Ability – Above average recommendations from supervisors or other professionals who have observed the teacher's personal characteristics, scholastic attainment and classroom performance.

EXPERIENCE:

Three years of teaching experience preferred plus relevant staff development in the area of literacy.

EDUCATION/CREDENTIALS:

Bachelor's degree, including all courses to meet the credential requirements. Credential(s) to meet the requirement of the assignment as established by state and local governing boards.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Oral and written English communication skills.
- Interpersonal skills using tact, patience and courtesy.
- All aspects of Microsoft Office or its equivalent.

Ability to:

- Establish and maintain cooperative and effective working relationships with others.
- Maintain confidentiality and use discretion.
- Create and utilize database information.

WORKING CONDITIONS:

Environment:

Indoor and outdoor work environment.

Physical Abilities:

Bending at the waist, kneeling or crouching to assist students.

Hearing and speaking clearly to exchange information and make presentations.

Lifting books, materials and equipment to execute lessons.

Seeing to read, prepare and review a variety of activities and to monitor student activities.

Sitting or standing for extended periods of time.

Walking extended lengths to escort students around campus.

Hazards:

Potential exposure to communicable diseases and contact with blood and other body fluids.

Potential exposure to physical injury from aggressive behavior.

INTERVENTION SUPPORT TEACHER

PRIMARY FUNCTION:

Under the immediate supervision of the site administrator, shall provide and support the implementation of kindergarten through eighth-grade intervention programs. Assistance shall be provided through diagnostic/prescriptive planning, collection and analysis of formative and summative data, selection of appropriate materials and direct instruction of lessons to whole class, small groups and individual students.

Professional Responsibilities

1. Compile and analyze data as required for documentation and program planning; maintain accurate records.
2. Maintain awareness and understanding of current educational trends and developments through professional literature, by attending conferences, site and district meetings, and staff development opportunities.
3. Maintain personal standards of grooming compatible with the contract.
4. Maintain standard of promptness in carrying out assignments.
5. Meet obligations as specified by the Education Code and Board Policy.
6. Participate in District and Learning Support activities such as staff meetings and Professional Learning Community (PLC) work.
7. Share responsibility for the effective operation of site and District programs.

ESSENTIAL FUNCTIONS:

Areas of responsibility

1. Assist in the development and implementation of placement and exit criteria for site intervention programs.
2. Assist in the development, design and implementation of effective intervention group schedules.
3. Collect and analyze data to facilitate the development and implementation of appropriate intervention programs; present data to PLCs.
4. Communicate with parents or guardians through a variety of means regarding their child's academic needs, at-risk status, and intervention program; discuss ways in which parents can help their children.
5. Participate in Student Study Team meetings to provide assessment information and advice on modifying the student's instructional program as necessary.
6. Plan, coordinate, and present staff development related to intervention programs.
7. Provide supplementary, specialized diagnostic services and prescriptive instruction to whole class, small groups or individual students using District-approved intervention materials.

Other Duties and Responsibilities

Under the direction of his/her supervisor, the Intervention Teacher may be assigned to:

1. Assist with standardized testing procedures in accordance with the District assessment program.

2. Coordinate the distribution and collection of required documentation.
3. Participate in material selection and curriculum development programs within the school of assignment and/or on a District level.
4. Plan, coordinate and evaluate the work of paraprofessionals, Student Helpers and other support personnel, and as requested by the site supervisor, participate in the selection of these employees.
5. Supervise students in classroom and out-of-classroom activities during the assigned work-day.

WORK DAY:

This position is considered a classroom teaching position and work hours are based on a 7-hour day inclusive of lunch.

QUALIFICATION STANDARDS:

Ability- Above average recommendations from supervisors or other professionals who have observed the teacher's personal characteristics, scholastic attainment and classroom performance.

EXPERIENCE:

Three years of teaching experience preferred.
Experience in data retrieval and analysis preferred.

EDUCATION/CREDENTIALS:

California teaching credential.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Oral and written English communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Research and current trends in English learner instruction.

Ability to:

- Establish and maintain cooperative and effective working relationships with others.
- Maintain confidentiality and use of discretion.

WORKING CONDITIONS:

Environment:

- Indoor and outdoor work environment.
- Driving between sites (if assigned to Ed Center)

Physical Abilities:

- Bending at the waist, kneeling or crouching to assist students.
- Hearing and speaking clearly to exchange information and make presentations.

Lifting books, materials and equipment to execute presentations or lessons.
Seeing to read, prepare and review a variety of activities and to monitor staff/student activities.
Sitting or standing for extended periods of time.
Walking extended lengths to move around work sites.

Hazards:

Potential exposure to communicable diseases and contact with blood and other body fluids.
Potential exposure to physical injury from aggressive behavior.

**READING RESOURCE TEACHER
READING SPECIALIST**

PRIMARY FUNCTION:

Under the immediate supervision of the site administrator, the Reading Resource Teacher and Reading Specialist shall provide site level leadership to the staff in the implementation of the kindergarten through sixth-grade integrated language arts program. Assistance shall be provided through diagnostic/prescriptive planning, staff development, training of support staff, demonstration teaching and direct instruction with whole class, small groups and individual students.

Professional Responsibilities

7. Compile and analyze data as required.
8. Maintain awareness and understanding of current educational trends and developments through professional literature, by attending conferences, site and District meetings, and staff development opportunities.
9. Maintain personal standards of grooming compatible with the contract.
10. Maintain standard of promptness in carrying out assignments.
11. Maintain student records for individual caseloads.
12. Meet obligations as specified by the Education Code and Board Policy.
13. Participate in District and department activities such as staff meetings and Professional Learning Community (PLC) work.
14. Participate in school and community activities, staff meetings, advisory committees, PTA, SSC and special programs as needed.
15. Share responsibility for effective operation of the school program.

ESSENTIAL FUNCTIONS:

Direct Service and Consultation

7. Assist instructional staff in the implementation of the integrated language arts program, including its management system, in classrooms and other instructional settings.
8. Assist staff in planning and organizing reading instruction and the selection of instructional resources related to student needs.
9. Communicate with parent or guardian through a variety of means regarding the language arts program, including ways in which parents can help their children and the program (as volunteers or in another capacity).
10. Coordinate staff development activities in language arts (reading, writing, listening, speaking) and related areas such as spelling and literature, including training of support personnel.
11. Model effective instructional strategies in the implementation of the integrated language arts program.

12. Participate in Student Study Team meetings to provide assessment information and advice on modifying the student's instructional program as necessary.
13. Prepare and distribute student and professional materials to support the language arts program.
14. Provide supplementary, specialized diagnostic services and prescriptive instruction to small groups or individual students using District-approved intervention materials.
15. Support language development in kindergarten and reading instruction in grade one, with an emphasis on early intervention to prevent and address reading difficulties.

Other Duties and Responsibilities

Under the direction of his/her supervisor, the Reading Resource Teacher and Reading Specialist may be assigned to:

4. Assist with standardized testing procedures in accordance with the District and school testing program.
5. Coordinate the distribution and collection of required documentation.
6. Participate in material selection and curriculum development programs within the school of assignment and/or on a District level.
7. Plan, coordinate and evaluate the work of paraprofessionals, Student Helpers and other support personnel, and as requested by the site supervisor, participate in the selection of these people.
8. Share in the sponsorship of language arts related activities.
9. Supervise students in classroom and out-of-classroom activities during the assigned work-day.

WORK DAY:

This position is considered a classroom teaching position and work hours are based on a 7-hour day inclusive of lunch.

QUALIFICATION STANDARDS:

Ability – Above average recommendations from supervisors or other professionals who have observed the teacher's personal characteristics, scholastic attainment and classroom performance.

EXPERIENCE:

Three years of teaching experience preferred plus relevant staff development in the area of literacy.

EDUCATION/CREDENTIALS:

Bachelor's degree, including all courses to meet the credential requirements. Credential(s) to meet the requirement of the assignment as established by state and local governing boards.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Oral and written English communication skills.
- Interpersonal skills using tact, patience and courtesy.

Ability to:

- Establish and maintain cooperative and effective working relationships with others.
- Maintain confidentiality and use discretion.

WORKING CONDITIONS:

Environment:

- Indoor and outdoor work environment.

Physical Abilities:

- Bending at the waist, kneeling or crouching to assist students.
- Hearing and speaking clearly to exchange information and make presentations.
- Lifting books, materials and equipment to execute lessons.
- Restrain students who are physically aggressive.
- Seeing to read, prepare and review a variety of activities and to monitor student activities.
- Sitting or standing for extended periods of time.
- Walking extended lengths to escort students around campus.

Hazards:

- Potential exposure to communicable diseases and contact with blood and other body fluids.
- Potential exposure to physical injury from aggressive behavior.

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: August 6, 2013**

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

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

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

**ESTABLISHMENT OF
QUORUM**

Board members absent: None

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

The Superintendent introduced Tina Sardina, Assistant Superintendent, Human Resources, and stated this is her first meeting in her capacity as Assistant Superintendent.

It was moved by Winet, seconded by Lecko, and carried unanimously to approve the minutes of the regular meeting of July 2, 2013, as presented.

MINUTES

COMMUNICATIONS

Letter to S.D. Superior Court regarding review and comments on S.D. County Grand Jury 2012-13 Report, *School District Dilemma – Bonds or Bondage*

Letter to SD Superior Court
Review/comments re SD
County Grand Jury Report

45-Day Budget Revision PowerPoint

Budget Revision PPT

Superintendent's Symposium PowerPoint

Supt's Symposium PPT

Memo from the Superintendent in response to the 2012-13 S.D. County Grand Jury Report, *School District Dilemma – Bonds or Bondage*

B. Marshall, Supt.
Memo re Grand Jury Report

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 on any topic relating to public education. There being no one wishing to address the Board, the session was closed.

NEW BUSINESS

Janice Gilmore-See, District Librarian; and Cara Serban-Lawler, Director, Technology & Learning Resources, introduced Doctors Scott Musicant, William Fridel, and Tom Kilcheski who, on behalf of the Sharp-Grossmont Hospital Happiness Committee and medical staff, presented the District with a check in the amount of \$2200.00 in order to provide 5 periodical subscriptions to each of the District's 21 schools.

It was moved by Turner, seconded by Lecko, and carried unanimously to accept this gift with thanks.

Gift – District
Accepted with thanks

REPORTS OF OFFICERS OF THE BOARD

REPORTS

Not later than 45 days after the Governor signs the annual Budget, the District is required to make available for public review any revisions in revenues and expenditures made to the District's budget to reflect the funding made available by the Budget Act. The final budget approved by the Governor and the State Legislature included implementation of the Local Control Funding Formula (LCFF) beginning in 2013-14. The LCFF eliminates revenue limits and most categorical programs and replaces them with an entirely new funding formula. Funding for school districts under the new formula is based on four base grants tied to specific grade spans, supplemented by additional funds for English language learners, economically disadvantaged youth and foster youth. Lori Wigg, Assistant Superintendent, Business Services, presented the budget revisions and responded to clarifying questions.

45-Day Budget Revision

At the beginning of each school year, the District hosts a Management Symposium to plan and prepare for the coming school year. The Superintendent takes that opportunity to address all the managers to convey a theme for the coming year. As the State economy continues to improve, the Superintendent's message this year was one of future and vision. Brian Marshall, Superintendent, presented to the Board his Symposium message and responded to clarifying questions.

Supt's Symposium Message

NEW BUSINESS (cont'd.)

NEW BUSINESS

It was moved by Winet, seconded by Turner, and carried unanimously to authorize staff to enter into an Agreement with Dannis Woliver Kelley for Professional Services.

**Agmt. w/Dannis Woliver
Kelley**
Authorized

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

Consent Calendar
Approved

Purchase Orders H50000 through H50447 totaling \$5,343,933.01

Purchase Orders

Warrants June 20 through July 24, 2013 totaling \$1,638,285.39

Warrants

Expenditures in the amount of \$6,329.19

Revolving Cash Fund
Reimbursements from the
General Fund

Ratification of travel of the person listed as attached.

Ratification of Travel

Acceptance of SB 564 Financial Disclosure

SB 564 Financial Disclosure

It was moved by Baber, seconded by Turner, and carried unanimously to adopt Resolution 13-14-05, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Grossmont Union High School District for Pizza & Breadsticks.

**Res. 05, Authorizing
contracting/cooperative bid
from Grossmont UHSD for
pizza & breadsticks
Adopted**

It was moved by Baber, seconded by Turner, and carried unanimously to adopt Resolution 13-14-06, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Grossmont Union High School District for Produce.

**Res. 06, Authorizing
contracting/cooperative bid
from Grossmont UHSD for
produce
Adopted**

It was moved by Winet, seconded by Lecko, and carried unanimously to reject claim – Student at Casa de Oro Elementary School.

**Claim – CDO Student
Rejected**

It was moved by Baber, seconded by Winet, and carried unanimously to authorize staff to enter into an Agreement with Demsey, Filliger & Associates to Provide Actuarial Valuation Services.

**Agrmt. w/Demsey, Filliger &
Assoc. for actuarial
valuation services
Authorized**

It was moved by Baber, seconded by Winet, and carried unanimously to authorize staff to enter into a Contract with San Diego County Office of Education for English Language Arts Common Core Grade Level Academics.

**SDCOE contract for ELA
Common Core Academies
Authorized**

It was moved by Baber, seconded by Winet, and carried unanimously to authorize staff to enter into a Contract with San Diego County Office of Education for Mathematics Common Core Professional Development for Elementary Teachers.

**SDCOE contract for Math
Common Core Academies
Authorized**

It was moved by Baber, seconded by Lecko, and carried unanimously to accept the following gift with thanks: Whacker jumping jack trench compactor, valued at \$1,400.00, donated to the District by Chris Benker, Director, Maintenance, Operations & Facilities.

**Gift – District
Accepted with thanks**

It was moved by Turner, seconded by Winet, and carried unanimously to authorize staff to enter into an Agreement with Grossmont Union High School District, Grossmont Adult School, to Conduct Adult Education Services.

**Agrmt. w/Grossmont UHSD,
Grossmont Adult School, for
Adult Ed Services
Authorized**

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Winet, seconded by Lecko, and carried unanimously to approve standard Human Resources recommendations as amended to include one additional Lecturer/Presenter and/or Short-Term Employment form.

**Human Resources
Recommendations
Approved as amended**

It was moved by Lecko, seconded by Winet, and carried unanimously to authorize staff to implement adjustment to Substitute Teacher Rate of Pay.

Sub Teacher Rate of Pay
Adjustment authorized

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Winet announced the Boys & Girls Clubs Foundation fund-raising efforts for the Clubhouse on the La Mesa Middle campus have reached \$3 million.

The Superintendent announced he would like to get 1-2 Board members to serve on the Superintendent's LMSV 20/20 Visioning Committee. He will place this item on the August 20 agenda.

Mr. Lecko announced the Proposition M field work has been completed after ten years.

At 9:30 p.m. the President announced a recess.

CLOSED SESSION

At 9:34 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 10:26 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 August 20, 2013.

Rick Winet, Clerk of the Board of Education