

La Mesa-Spring Valley School District

Board of Education

September 7, 2010

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, September 7, 2010 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education
2. Public Hearing – Pupil Textbook and Instructional Materials Incentive Act

NEW BUSINESS

LEARNING SUPPORT

1. Resolution 10-11-06, Determining Sufficiency of Instructional Materials for the 2010-11 School Year

Roll Call
Vote

REPORTS OF OFFICERS OF THE BOARD

1. 2009-10 Unaudited Actuals Financial Report

Information

NEW BUSINESS (cont.)

BUSINESS SERVICES

1. Authorization to Approve 2009-10 Unaudited Actuals Financial Report

Action

SUPERINTENDENT

1. Adoption of Board Policy Updates
2. Appointment of Board Member as Representative to the Energy Joint Powers Authority

Action

Action

- | | | |
|----|-----------------------------------------------------------------------------------------|----------------------------|
| 3. | Appointment of Board Member as Representative to the Child Nutrition Wellness Committee | Action |
| 4. | Discussion Regarding District Membership in California School Boards Association | Discussion/
Information |
| 5. | Selection of Board Committee to Review Board Policy Bylaws | Action |

BUSINESS SERVICES (cont.)

- | | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 2. | Consent Calendar* | Action |
| a. | Ratification of Purchase Orders and Warrants | |
| b. | Approval of Travel | |
| 3. | Resolution 10-11-07, Adopting the Gann Limit | Roll Call
Vote |
| 4. | Resolution 10-11-08, Pursuant to Public Contract Code 20113, Authorization to Award Contracts Without Competitive Bidding for Emergency Work to Complete Concrete Installation at Fletcher Hills Elementary School | Roll Call
Vote |
| 5. | Authorization to Enter into Revised Contracts with Christy White Accountancy Corporation for Audit Services | Action |

LEARNING SUPPORT (cont.)

- | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 2. | Acceptance of Gifts –Fletcher Hills, Highlands and Lemon Ave. Elementary Schools | Action |
| 3. | Authorization to Enter into a Memorandum of Understanding with the Alliance for a Healthier Generation to Participate in the Healthy Schools Program | Action |
| 4. | Authorization to Enter into a Special Education Master Contract with EBS Healthcare Services, Inc | Action |
| 5. | Authorization to Enter into Contracts with State-Approved Supplemental Educational Service Providers | Action |
| 6. | Authorization to Enter into Agreements of Services with the University of California, San Diego, Trio Outreach Programs: Educational Talent Search | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|------------------------------------------|--------|
| 1. | Standard Human Resources Recommendations | 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. Public Employee Discipline/Dismissal/Release (GC 54954.5)
4. Public Employee Performance Evaluation – Superintendent (GC 54957)

ADJOURNMENT

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

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

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

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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

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
September 7, 2010**

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

ITEM NUMBER: H-2 Public Hearing
Pupil Textbook and Instructional Materials Incentive Act

In order to comply with the Williams Settlement Legislation of 2004, the Governing Board is required by Education Code 60119 to hold a public hearing and adopt a resolution by the eighth week of the start of the school year. The purpose of the resolution is to determine that every pupil, including English language learners, has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: mathematics, science-health, history-social science, reading-language arts, and foreign language.

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
September 7, 2010**

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

ITEM NUMBER: LS-1 New Business
Resolution 10-11-06, Determining Sufficiency of Instructional Materials
for the 2010-11 School Year

ROLL CALL VOTE

Education Code Section 60119 requires the District hold a public hearing and determine through a Board resolution whether each pupil in the District has, or will have prior to the end of the fiscal year, sufficient textbooks and/or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: mathematics, science-health, history-social science, reading-language arts and a foreign language. In addition, the recent Williams Settlement Legislation requires school districts to hold a public hearing by the eighth week of the start of school.

To verify pupils within the District have access to the textbooks and instructional materials they need, a review of each school's textbook inventory was conducted by Learning Support. The number of books purchased in each subject area was compared to the school's enrollment for the current year. The results of this comparison revealed all pupils have access to textbooks and instructional materials. Upon notification from school sites, additional materials will be purchased to match enrollment or replace damaged materials.

ADMINISTRATIVE RECOMMENDATION

It is recommended attached Resolution 10-11-06 be adopted.

La Mesa-Spring Valley School District
RESOLUTION 10-11-06
DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS
2010-11 Fiscal Year

La Mesa-Spring Valley School District, San Diego County, on motion of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, in order to receive state instructional materials funds and to comply with the Williams Settlement Legislation, the Governing Board is required by Education Code Section 60119 to hold a public hearing and adopt a resolution by the eighth week of the school year, determining that every pupil, including English learners, has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: mathematics, science/health, history/social science, reading/language arts.

WHEREAS, as part of the required hearing, the Governing Board must also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects.

WHEREAS, “sufficient textbooks or instructional materials,” means that each pupil, including English learners, has a textbook or instructional materials, or both, to use in class and to take home. This does not require two sets of textbooks or instructional materials for each pupil.

THEREFORE BE IT RESOLVED, that the Governing Board hereby determines, as required by Education Code Section 60119, that each student has sufficient instructional materials and/or standards-aligned textbooks in the following areas:

1. Mathematics
 - K-5th, Wright Group, *Everyday Math*
 - 6th, Glencoe McGraw-Hill, *California Mathematics*
 - 7th, Glencoe McGraw-Hill, *Pre-Algebra*
 - 8th, McDougall Littell, *Algebra Readiness*
 - 8th, Holt, *Algebra I*
 - 8th, Holt, *Geometry*
2. Science/Health
 - K-5th, Pearson Scott-Foresman, *California Science*
 - 6th – 8th, Holt, Rinehart & Winston, *Holt California Science*
3. History/Social Science
 - K-5th, Pearson Scott-Foresman, *History-Social Science for California*
 - 6th – 8th, Glencoe McGraw-Hill, *Discovering our Past*
4. English/language arts, including the English language development component of an adopted program
 - K-5th, Houghton Mifflin, *Reading (Medallion)*
 - 6th – 8th, Holt, Rinehart & Winston, *Literature & Language Arts*
5. Foreign Language (Spanish)
 - 6th – 8th, Prentice Hall, *Realidades*

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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: R-1 Reports of Officers of the Board
2009-10 Unaudited Actuals Financial Report

On June 29, 2010, the Board adopted the 2010-11 District Budget. At that time the actual revenues and expenditures for 2009-10 were estimated until the fiscal year was closed. Education Code 42100 requires districts to approve the prior year Unaudited Actuals Financial Report.

Additional information on the 2009-10 Unaudited Actuals Financial Report will be presented by David Yoshihara, Assistant Superintendent, Business Services.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1 New Business
Authorization to Approve 2009-10 Unaudited Actuals Financial Report

On June 29, 2010, the Board adopted the 2010-11 District budget. At that time the actual revenues and expenditures for 2009-10 were estimated until the fiscal year was closed. Education Code 42100 requires districts to approve the prior year Unaudited Actuals Financial Report.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the enclosed Unaudited Actuals Financial Report for fiscal year 2009-10.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

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 COMPARISONS

September 2010

Page 1 of 5

<u>DELETE</u>	<u>ADD</u>	<u>SIGNIFICANT CHANGES</u>
BP/AR 1240	BP/AR 1240	Volunteer Assistance Policy and regulation revised to reflect NEW LAW (AB 1025) which, beginning July 1, 2010, requires any volunteer who supervises, directs, or coaches a student activity program sponsored by or affiliated with the district to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing (CTC). Policy also deletes material re: directing volunteers to leave campus if they violate school rules, which repeated material in BP/AR 3515.2 - Disruptions. Regulation also clarifies prohibitions against registered sex offenders serving as volunteers and reflects NEW LAW (AB 307) which expands the circumstances under which registered sex offenders must disclose their status.
	BP 1330.1 added	Joint Use Agreements New optional policy is for use by districts that have entered, or are considering entering, into joint use agreements with public or private entities for the shared use of either district or community facilities for recreational activities, library services, health centers or other purposes. Policy addresses the philosophy of joint use, process for developing joint use agreements, and the components to include in an agreement.
BP/AR 3512.2	BP/AR 3515.2	Disruptions Policy updated to reflect NEW LAW (AB 1390) which requires the principal to inform law enforcement when anyone possesses a firearm or explosive or sells or furnishes a firearm on school grounds, and NEW LAW (AB 870) which prohibits razor blades and box cutters on school grounds or at school activities. Regulation reorganized and expanded to clarify the circumstances under which the principal or designee may direct persons to leave school grounds and to reflect NEW LAW (SB 492) which makes it a misdemeanor for anyone to loiter around a school and enhances penalties for specified loiterers.
BP/AR 4030	BP 4030	Nondiscrimination in Employment Policy updated to reflect NEW FEDERAL LAW (P.L. 110-233) which prohibits employers from discriminating against employees and job applicants on the basis of "genetic information," as defined. Policy also contains new note reflecting new EEOC GUIDANCE re: religious discrimination in the workplace. Unnecessary regulation deleted. Material formerly in AR re: filing of complaints, trainings, and notification moved into BP. Material re: other remedies moved to AR 4031 - Complaints Concerning Discrimination in Employment.

BOARD POLICY COMPARISONS

September 2010

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<u>DELETE</u>	<u>ADD</u>	<u>SIGNIFICANT CHANGES</u>
AR 4031	AR 4031	Complaints Concerning Discrimination in Employment Regulation substantially updated and reorganized to reflect the elements of the complaint process recommended by EEOC GUIDANCE , including providing a clear explanation of the process, protecting against retaliation, designating multiple individuals authorized to receive complaints, providing a mechanism for a prompt and impartial investigation, and providing information about timelines for filing federal or state charges.
AR4154/ 4254/4354	AR4154/ 4254/4354	Health and Welfare Benefits Updated regulation (section on "Temporary Subsidized Premium for COBRA/Cal-COBRA") reflects NEW FEDERAL LAW (P.L. 111-144) which extends eligibility for the subsidized COBRA/Cal-COBRA premium to include employees (1) who were involuntarily terminated (other than by reason of gross misconduct) between September 1, 2008, and March 31, 2010, or (2) whose COBRA eligibility was caused by a reduction in hours and who subsequently experienced an involuntary termination between March 2, 2010, and March 31, 2010. Regulation also reflects NEW FEDERAL LAW (P.L. 111-118) which extends the period of the subsidy to 15 months.
BP/AR 4157/ 4257/4357	BP/AR 4157/ 4257/4357	Employee Safety Policy and regulation updated to reflect NEW TITLE 8 REGULATIONS which require all employers to make provisions in advance to ensure that employees receive prompt medical treatment for serious injury or illness. Policy also deletes material on eye protection devices which is covered in AR. Regulation also deletes requirement to keep records of steps taken to implement the district's injury and illness prevention program (not applicable to public agencies) and expands section on "Hearing Protection" to include major components of hearing conservation program.
AR 4161.2/ 4261.2/4361.2	AR 4161.2/ 4261.2/4361.2	Personal Leaves Updated MANDATED regulation reflects NEW LAW (AB 485) which requires districts with more than 15 employees to provide at least 10 days per year of leave to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission.

BOARD POLICY COMPARISONS

September 2010

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DELETE

ADD

SIGNIFICANT CHANGES

AR 4161.8/
4261.8/4361.8

AR 4161.8/
4261.8/4361.8

Family Care and Medical Leave

Regulation updated to reflect **NEW FEDERAL LAW** (P.L. 111-84) which expands eligibility for both military caregiver leave and military family leave due to qualifying exigencies. Regulation also revised to reflect **NEW FEDERAL LAW** (P.L. 110-233) prohibiting the collection of an employee or family member's genetic information, as defined, except as necessary to comply with a certification requirement for family care and medical leave.

BP 5131

BP 5131

Conduct

Updated policy (item #3 definition of cyberbullying and section entitled "Bullying/Cyberbullying") reflects **NEW COURT DECISION** which held that a district may discipline a student for off-campus conduct that is brought to the attention of school officials when the conduct causes, or is likely to cause, a "substantial disruption" of school activities which is more than embarrassment or personality conflicts typical in schools.

BP/AR 5131.7

BP/AR 5131.7

Weapons and Dangerous Instruments

Updated **MANDATED** policy reflects **NEW LAW** (AB 1390) which requires the principal or designee to notify law enforcement when a student possesses a firearm or explosive, or sells or furnishes a firearm, at school. Updated regulation reflects **NEW LAW** (AB 870) which expands the list of prohibited weapons and dangerous instruments to include razor blades and box cutters.

BP/AR 5141.26

AR 5141.26

Tuberculosis Testing

Unnecessary policy deleted. Regulation expanded and reorganized to clarify legal requirements pertaining to the circumstances under which students must be screened or tested for tuberculosis and the circumstances under which students subject to the tests will be admitted to or excluded from school.

AR 5141.4

AR 5141.4

Child Abuse Prevention and Reporting

Regulation updated to reflect **NEW COURT DECISION** which held that it was unconstitutional for a social worker and law enforcement official to interview a student on school grounds regarding allegations of child abuse without a warrant, court order, exigent circumstances, or parent/guardian consent. See section entitled "Victim Interviews by Social Services."

BOARD POLICY COMPARISONS

September 2010

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<u>DELETE</u>	<u>ADD</u>	<u>SIGNIFICANT CHANGES</u>
AR 5144.1	AR 5144.1	Suspension and Expulsion/Due Process MANDATED regulation (section on "Notification to Law Enforcement Authorities") revised to reflect NEW LAW (AB 1390) which requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school.
AR 5144.2	AR 5144.2	Suspension and Expulsion/Due Process (Students with Disabilities) Regulation (section on "Notification to Law Enforcement Authorities") revised to delete detailed notification requirements since these requirements are the same as for all students as reflected in AR 5144.1 - Suspension and Expulsion/Due Process.
BP/AR 5145.11	BP 5145.11/E	Questioning and Apprehension by Law Enforcement Retitled policy updated to reflect NEW COURT DECISION which held that it was unconstitutional for law enforcement officials to interview a student on school grounds regarding allegations of child abuse without a warrant, court order, exigent circumstances, or parent/guardian consent. Policy contains new language directing the principal or designee to request that law enforcement certify that appropriate legal authority for the interview exists and that the principal maintain a record of student interviews. New Exhibit provides a sample form for this purpose. Delete this unnecessary regulation; material formerly in regulation re: record of interviews moved to policy.
BP 5145.3	BP 5145.3	Nondiscrimination/Harassment Policy revised to include prohibited bases of discrimination and to specify that a student may need to be provided with accommodations to protect him/her from threatened or actual harassing or discriminatory behavior. Specific language re: filing a complaint deleted to instead require that complaints be filed in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.
E 5145.6	E 5145.6	Parental Notifications Updated Exhibit adds notifications related to asbestos inspections, response actions or post-response actions (page (c)) and type 2 diabetes information (page (e)); adds legal cites to special education parental rights notice (page (k)); and revises notice of intent to audio-record IEP meeting to reflect terminology in law (page (k)).

BOARD POLICY COMPARISONS
September 2010
Page 5 of 5

DELETE

ADD

SIGNIFICANT CHANGES

BP/AR 6142.7

BP/AR 6142.7

Physical Education and Activity

Policy and regulation retitled and revised to incorporate opportunities for physical activity outside of the regular physical education curriculum. Policy also establishes expectation that 50 percent of P.E. class time will be spent in moderate to vigorous physical activity. Regulation also adds sections on "Definitions" and "Monitoring of Moderate to Vigorous Physical Activity," and adds optional language on providing physical fitness test results to parents/guardians.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-2 New Business**
 **Appointment of Board Member as Representative to the Energy Joint
Powers Authority**

During the Board meeting of August 17, 2010, Resolution 10-11-04 was adopted to enter into an agreement with the San Diego County Superintendent of Schools for District membership in the Energy Joint Powers Authority (EJPA). The resolution calls for two representatives from each of the member districts, and member Baber has expressed interest in representing the District.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint Board Member Bill Baber to serve as the District's representative to the Energy Joint Powers Authority, with the Superintendent or his/her designee serving as alternate.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-3 New Business**
 Appointment of Board Member as Representative to the Child Nutrition
 Wellness Committee

During the 2010-11 school year, the U.S. Department of Agriculture will be conducting their annual audit of the Child Nutrition Department. In preparation for this audit, the Child Nutrition Wellness Committee will be reconvened to review current wellness policies and food offerings.

When the Committee last convened to establish wellness policies, Board member Winet participated on this Committee. Jill Whittenberg, Director, Child Nutrition, has requested a Board member also serve on the reconvened Committee.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint a Board member to serve on the Child Nutrition Wellness Committee.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-4 New Business**
 Discussion Regarding District Membership in California School Boards Association (CSBA)

The District has been a long-standing member of the California School Boards Association (CSBA). As a member district, we have been able to utilize a variety of CSBA services, including:

- GAMUT (Governance And Management Using Technology) Online Policy Services
- Board Policy Updates through Manual Maintenance Services
- Education Legal Alliance
- CSBA Annual Conference
- In-service trainings including Masters in Governance

The recent discovery of the alleged improprieties of the CSBA Executive Director has caused school boards concern.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board discuss its membership in CSBA.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-5 New Business**
 Selection of Board Committee to Review Board Policy Bylaws

Board policies were completely updated during a process that began November 2007, with policies being adopted as a unit November 5, 2008. Policy updates are brought to the Board for approval quarterly. As part of this quarterly review process, it has been suggested a Board committee be formed to review Board Bylaws and bring to the Board any proposed changes for approval.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board select two members to serve on a committee to review Board Policy Bylaws and bring to the Board any proposed changes for approval.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-2a New Business (Consent Calendar)
Ratification of Purchase Orders and Warrants

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

The following are submitted for ratification:

- I. Purchase Orders: A total of 215 purchase orders have been processed, numbered E20491 through E20705. These purchase orders total \$511,658.35.
- II. Warrants: A total of 266 warrants have been issued, dated August 6, 2010 through August 25, 2010. These warrants total \$902,282.62.
- III. Revolving Cash Fund Reimbursements: Zero (0) checks have been processed since the last Board meeting.

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-2b New Business (Consent Calendar)
Approval of Travel

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: NB-3 New Business
Resolution 10-11-07, Adopting the Gann Limit

ROLL CALL VOTE

Education Code Section 42132 specifies school district governing boards shall adopt a resolution identifying their estimated appropriations limit for the current year, and their actual appropriations for the preceding year. Attached is a copy of the 2009-10 and 2010-11 Appropriations Limit Calculations.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 10-11-07, to approve the calculations related to the District appropriations limit for the 2009-10 and 2010-11 school years.

	2009-10 Calculations			2010-11 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2008-09 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2008-09 Actual			2009-10 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	66,662,480.97		66,662,480.97			65,747,687.74
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	12,265.69		12,265.69			12,042.14
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2008-09			Adjustments to 2009-10		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2009-10 data should tie to Principal Apportionment Attendance Software reports)	2009-10 P2 Report			2010-11 P2 Estimate		
1. Total K-12 ADA (Form A, Line 10)	12,042.14		12,042.14	11,856.31		11,856.31
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)		12,042.14				11,856.31
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		12,042.14				11,856.31
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2009-10 Actual			2010-11 Budget		
1. Homeowners' Exemption (Object 8021)	223,157.89		223,157.89	216,176.00		216,176.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	16,599,142.53		16,599,142.53	21,587,871.00		21,587,871.00
5. Unsecured Roll Taxes (Object 8042)	814,355.42		814,355.42	822,778.00		822,778.00
6. Prior Years' Taxes (Object 8043)	(4,542.04)		(4,542.04)	0.00		0.00
7. Supplemental Taxes (Object 8044)	415,405.22		415,405.22	354,791.00		354,791.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(2,030,341.00)		(2,030,341.00)	(1,912,909.00)		(1,912,909.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8046, 8047 & 8625) (Only if not counted in redevelopment agency's limit)	5,365,676.43		5,365,676.43	33,810.00		33,810.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools In Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	21,382,854.45	0.00	21,382,854.45	21,104,517.00	0.00	21,104,517.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	21,382,854.45	0.00	21,382,854.45	21,104,517.00	0.00	21,104,517.00

	2009-10 Calculations			2010-11 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from obj's. 3301 & 3302; do not include negotiated amounts)			1,026,929.00			958,771.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			1,026,929.00			958,771.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - Current Year (Object 8011)	36,315,423.00		36,315,423.00	36,261,660.00		36,261,660.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	1,139.00		1,139.00	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**			0.00			0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**			0.00			0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**			0.00			0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**			0.00			0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**			0.00			0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**			0.00			0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**			0.00			0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	4,873,601.00		4,873,601.00	4,500,000.00		4,500,000.00
35. Class Size Reduction, Grade 9 (Object 8590)**			0.00			0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	41,190,163.00	0.00	41,190,163.00	40,761,660.00	0.00	40,761,660.00
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	20,486.00		20,486.00	25,301.00		25,301.00
38. TOTAL STATE AID (Lines C36 plus C37)	41,210,649.00	0.00	41,210,649.00	40,786,961.00	0.00	40,786,961.00
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	91,666,630.85		91,666,630.85	88,144,028.00		88,144,028.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	180,617.62		180,617.62	60,000.00		60,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			66,662,480.97			65,747,687.74
2. Inflation Adjustment			1.0062			0.9746
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			0.9802			0.9846
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			65,747,687.74			63,090,899.96
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			21,382,854.45			21,104,517.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			1,445,056.80			1,422,757.20
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			41,210,649.00			40,786,961.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			41,210,649.00			40,786,961.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			123,548.87			42,158.48
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			21,506,403.32			21,146,675.48
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			41,210,649.00			40,786,961.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			21,506,403.32			
b. State Subventions (Line D8)			41,210,649.00			
c. Less: Excluded Appropriations (Line C23)			1,026,929.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			61,690,123.32			

Printed: 9/1/2010 9:45 AM

**RESOLUTION 10-11-07 FOR ADOPTING THE GANN LIMIT
(No increase to Limit pursuant to G.C. 7902.1)**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: NB-4 New Business
**Resolution 10-11-08, Pursuant to Public Contract Code 20113,
Authorization to Award Contracts Without Competitive Bidding for
Emergency Work to Complete Concrete Installation at Fletcher Hills
Elementary School**

ROLL CALL VOTE

On Friday, July 23, 2010, Javier Pamus, Superintendent of Fordyce Construction, notified District staff of additional work required at Fletcher Hills Elementary School in order to make the new concrete structurally safe, as well as to make it ADA compliant.

District staff conferred and determined the completion of this concrete work at Fletcher Hills Elementary School required immediate and decisive action. In an emergency, an award of a contract may be made without competitive bidding through the adoption of an emergency resolution by a unanimous vote by the Governing Board and approval by the County Superintendent of Schools.

Award of the contract may be done pursuant to Public Contract Code Section 20113, which states:

“In an emergency when any repair, alteration, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board may, by unanimous vote, with the approval of the County Superintendent of Schools, make a contract in writing, or otherwise on behalf of the District, for the performance of labor and furnishing of material or supplies for the purpose without advertising for or inviting bids.”

The District declared an emergency and Christopher Benker, Director of Maintenance, Operations and Facilities, authorized the additional work be performed by Fordyce Construction to complete this project prior to the first day of school beginning on August 12, 2010. The total cost of the work was \$55,775. The District has sufficient unexpended funds remaining in Fund 21 (Proposition M) to pay for this emergency work.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 10-11-08, Pursuant to Public Contract Code 20113, Authorization to Award Contracts without Competitive Bidding for Emergency Work to Complete Installation of Concrete at Fletcher Hills Elementary School.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

**RESOLUTION 10-11-08
PURSUANT TO PUBLIC CONTRACT CODE 20113
AUTHORIZATION TO AWARD CONTRACTS WITHOUT COMPETITIVE BIDDING FOR
EMERGENCY WORK AT
FLETCHER HILLS ELEMENTARY SCHOOL**

WHEREAS, the La Mesa-Spring Valley School District is contracting for emergency work to complete installation of concrete at Fletcher Hills Elementary School.

WHEREAS, Public Contract Code section 20113 provides that public agencies may, with the unanimous approval of the Governing Board and approval of the County Superintendent of Schools, contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life or property;

NOW, THEREFORE, BE IT RESOLVED, the Governing Board of the La Mesa-Spring Valley School District has determined these circumstances constitute an emergency condition and request approval from the County Superintendent of Schools to enter into contracts for emergency work at Fletcher Hills Elementary School without advertising or inviting bids pursuant to Public Contract Code section 20113.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 7th day of September 2010, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 7th day of September 2010.

Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: NB-5 New Business
Authorization to Enter into Revised Contracts with Christy White
Accountancy Corporation for Audit Services

Effective August 16, 2010, Nigro, Nigro & White PC was dissolved and a new audit firm, Christy White Accountancy Corporation was formed. The District's existing contracts with Nigro, Nigro & White PC were assigned to the new firm. The contracts were revised to reflect the change in firm name only. The terms of the contracts and cost of services will remain the same.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached revised audit services contracts with Christy White Accountancy Corporation.



A Professional
Accountancy Corporation

August 2, 2010

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

Dear Client:

This letter is to notify you that, effective August 16, 2010 the owners of Nigro Nigro & White, PC have decided to move their practices into new and separate firms. On that effective date, Christy White will begin operations as Christy White Accountancy Corporation and Jeff Nigro and Elizabeth Nigro will begin operations as Nigro & Nigro, Professional Corporation.

Your existing audit contract(s) with Nigro Nigro & White, PC will be assigned to the respective firm of the Partner that is currently servicing your account, in your case Christy White. *Please sign below that you agree with the assignment and return this letter (either by fax, email or mail in the returned envelope provided no later than August 15, 2010), along with one copy of the new contract attached to the following address:*

Jeff Nigro, CPA
Elizabeth Nigro, CPA
Christy White, CPA

MURRIETA OFFICE
PH: 951.698.8783
FAX: 951.699.1064
25090 Jefferson Avenue
Murrieta, CA 92562

Christy White Accountancy Corporation
2727 Camino Del Rio South, Suite 219
San Diego, CA 92108
619-270-8222

If you have any questions about this letter, please feel free to contact either myself or any of the firm Partners. We appreciate your business.

Christy White, CPA

SAN DIEGO OFFICE
PH: 619.270.8222
FAX: 619.260.9085
2727 Camino Del Rio S.
Suite 219
San Diego, CA 92108

Client Agreement to Assignment

The undersigned agrees to the assignment of the audit agreement(s) with Nigro Nigro & White, PC to Christy White Accountancy Corporation along with the contract amendment attached.

MEMBERS OF
• American Institute of CPAs
• California Society of CPAs
• California Association of
School Business Officials
• Community Associations
Institute

WEBSITE
www.nnwcpa.com

Licensed by the California
Board of Accountancy

Signature of Client Representative

Print Name & Title

La Mesa-Spring Valley School District
Name of Organization

Date

August 15, 2010

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

We are pleased to confirm our understanding of the services we are to provide La Mesa-Spring Valley School District for the fiscal years ended June 30, 2010, and 2011, plus optional renewal periods ending June 30, 2012 and 2013. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of La Mesa-Spring Valley School District as of and for the fiscal years ended June 30, 2010, and 2011, plus optional renewal periods ending June 30, 2012 and 2013.

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany La Mesa-Spring Valley School District's basic financial statements. As part of our engagement, we will apply certain limited procedures to La Mesa-Spring Valley School District's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of Funding Progress.

Supplementary information other than RSI also accompanies La Mesa-Spring Valley School District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of expenditures of federal awards.
2. Other schedules and/or information as required by the State Controller's Office.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the management, specific legislative or regulatory bodies, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; and *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the La Mesa-Spring Valley School District and the respective changes in financial position in accordance with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us, including any significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of the inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of the controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of La Mesa-Spring Valley School District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of La Mesa-Spring Valley School District' major programs. The purpose of those procedures will be to express an opinion on La Mesa-Spring Valley School District' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate section of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Christy White Accountancy Corporation and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Accountancy Corporation personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than December 15. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

Fiscal Year Ending	Total Maximum Audit Fees
June 30, 2010	\$ 15,930*
June 30, 2011	\$ 27,350

**Christy White Accountancy Corporation's share of the total 2009-10 contract amount of \$26,550 that was reassigned by Nigro Nigro & White, PC.*

The maximum annual fee for auditing services shall not exceed the above amounts, plus for the optional renewal years \$28,200 for 2011-12 and \$29,000 for 2012-13 with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the District during the period under this agreement, shall be in addition to the above maximum fee.

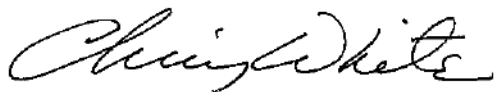
Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal years ended June 30, 2010 and 2011. The agreement is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2011 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

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

Very truly yours,



Christy White, CPA
President
Christy White Accountancy Corporation

RESPONSE:

This letter correctly sets forth the understanding of La Mesa-Spring Valley School District.

Signature

Title

Date



A Professional
Accountancy Corporation

August 2, 2010

Robyn Adams
Director
La Mesa-Spring Valley SD Measure M Bond
4750 Date Avenue
La Mesa, CA 91942

Dear Client:

This letter is to notify you that, effective August 16, 2010 the owners of Nigro Nigro & White, PC have decided to move their practices into new and separate firms. On that effective date, Christy White will begin operations as Christy White Accountancy Corporation and Jeff Nigro and Elizabeth Nigro will begin operations as Nigro & Nigro, Professional Corporation.

Your existing audit contract(s) with Nigro Nigro & White, PC will be assigned to the respective firm of the Partner that is currently servicing your account, in your case Christy White. *Please sign below that you agree with the assignment and return this letter (either by fax, email or mail in the returned envelope provided no later than August 15, 2010), along with one copy of the new contract attached to the following address:*

Christy White Accountancy Corporation
2727 Camino Del Rio South, Suite 219
San Diego, CA 92108
619-270-8222

Jeff Nigro, CPA
Elizabeth Nigro, CPA
Christy White, CPA

MURRIETA OFFICE
PH: 951.698.8783
FAX: 951.699.1064
25090 Jefferson Avenue
Murrieta, CA 92562

SAN DIEGO OFFICE
PH: 619.270.8222
FAX: 619.260.9085
2727 Camino Del Rio S.
Suite 219
San Diego, CA 92108

If you have any questions about this letter, please feel free to contact either myself or any of the firm Partners. We appreciate your business.

Christy White, CPA

Client Agreement to Assignment

The undersigned agrees to the assignment of the audit agreement(s) with Nigro Nigro & White, PC to Christy White Accountancy Corporation along with the contract amendment attached.

Signature of Client Representative

Print Name & Title

La Mesa-Spring Valley SD Measure M Bond
Name of Organization

Date

WEBSITE
www.nnwcpa.com

Licensed by the California
Board of Accountancy

August 15, 2010

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

We are pleased to confirm our understanding of the services we are to provide La Mesa-Spring Valley School District for the fiscal years ending June 30, 2010 and June 30, 2011. We will audit the balance sheets of the **Proposition M Bond Building Fund** of La Mesa-Spring Valley School District as of June 30, 2010 and June 30, 2011 and the related statements of revenues, expenditures and changes in fund balance for the fiscal years ending June 30, 2010 and June 30, 2011. The audits will include a financial and performance audit, in accordance with Article 13A of the California Constitution.

Audit Objectives

The objective of our audits is the expression of an opinion as to whether the **Proposition M Bond Building Fund** financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and whether the District complied with the compliance requirements over the deposit and use of Proposition M funds.

Our audits will be conducted in accordance with generally accepted auditing standards; the standards for financial and performance audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of accounting records of La Mesa-Spring Valley School District and other procedures we consider necessary to enable us to express such an opinion.

If our opinions on the financial statements or compliance are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audits or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of these engagements.

We will provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. We will also provide a Performance Audit report, as required by Proposition 39, which will also be conducted in accordance with *Government Auditing Standards*. These reports will include a statement that the reports are intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and are not intended to be and should not be used by anyone other than these specified parties.

Management Responsibilities

Management is responsible for establishing and maintaining internal control, including monitoring ongoing activities: for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the **Proposition M Bond Building Fund** of the La Mesa-Spring Valley School District and the respective changes in financial position in conformity with U.S. generally accepted accounting principles; and, for compliance with applicable laws and regulations and the provisions of contracts. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are responsible for management decisions and functions. As part of every audit, we will prepare a draft of your financial statements and related notes. In accordance with Governmental Auditing Standards, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the general purpose financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for proving management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of the inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audits will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the general purpose financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the general purpose financial statements. Tests of controls relative to the general purpose financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the general purpose financial statements.

Audit Procedures – Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the general purpose financial statements are free of material misstatement, we will perform tests of La Mesa-Spring Valley School District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

The audit documentation for this engagement is the property of Christy White Accountancy Corporation and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Accountancy Corporation personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office or any state agency.

Our professional fees for these services will be at the following rates:

	2009-10	2010-11
Professional Fees	\$ 5,385 *	\$ 9,250

**Christy White Accountancy Corporation share of the total 2009-10 contract amount of \$8,975 that was reassigned by Nigro Nigro & White, PC*

In the event the scope of the audit significantly exceeds (or is less than) the expected number of hours, we will work with the District prior to incurring any additional hours, if applicable, and arrive at a new fee estimate.

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for significant changes in District audit requirements as stated in *Government Auditing Standards* or changes in applicable laws and regulations.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ended June 30, 2010, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2011 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

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

Very truly yours,



Christy White, President
Christy White Accountancy Corporation

RESPONSE:

This letter correctly sets forth the understanding of La Mesa-Spring Valley School District.

Signature

Title

Date

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

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

ITEM NUMBER: LS-2 New Business
Acceptance of Gifts – Fletcher Hills, Highlands and Lemon Avenue
Elementary Schools

The Chargers Champion Program would like to donate \$30,000.00 to Highlands Elementary School to be used for primary playground equipment.

Price Family Charitable Fund would like to donate \$1,000.00 to Fletcher Hills Elementary School to purchase instructional supplies for the Fletcher Hills SmartSteps Preschool Program.

The 2010 5th-grade class of Lemon Avenue Elementary School would like to donate one picnic table with a total value of \$650.43 to Lemon Avenue Elementary.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

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

ITEM NUMBER: LS 3-New Business
Authorization to Enter into a Memorandum of Understanding with the Alliance for a Healthier Generation to Participate in the Healthy Schools Program

The Alliance for a Healthier Generation, with funding from the Robert Wood Johnson Foundation, is offering support for the District's schools to participate in the Healthy Schools Program. The Healthy Schools Program is a multi-year support program ending in June 2014. The Alliance provides support, expertise, and resources to schools to assist in the development of site specific plans and solutions to increase physical activity, improve nutrition, and create programs to enhance overall school wellness. The Alliance works with schools, child nutrition departments, before- and after-school programs to help students and families learn to make decisions for healthier living. Besides support, the Alliance serves as a broker to resources for schools to support efforts in improving overall wellness for the school and the community at large.

Each school will complete a Healthy Schools Inventory assisting the school wellness committee in identifying activities to enhance health for students. With the assistance of the Alliance, Live Well, the District's Child Nutrition Department, and Extended School Services, activities to reach the goals each school sets will be developed and implemented. Each year an action plan is developed to address identified needs of each site and continued support for implementation is provided.

An individual Memorandum of Understanding (MOU) is required for the District as well as one for each school site. Attached is the District's MOU along with a sample school MOU.

ADMINISTRATIVE RECOMMENDATION

Authorization is requested to enter into a Memorandum of Understanding for the District and each school site to participate in the Healthy Schools Program.

Healthy Schools Program

Memorandum of Understanding – District

Date: **September 8, 2010**

District Name: **La Mesa-Spring Valley**

Address: **4750 Date Ave**

City: **La Mesa** State: **CA** ZIP: **92942**

Name of District Contact: **David Kinzel, Coordinator, Student Interventions**

Email: david.kinzel@lmsvsd.k12.ca.us

Phone Number: **(619) 668-5700**

Participating in the Healthy Schools Program beginning September 10, 2010 through June 30, 2014, gives schools access to a variety of experts, resources and support to help achieve the Healthy Schools Program goals. The Healthy Schools Program staff is committed to facilitating your team's efforts to develop local solutions and strategies over multiple school years. The district listed above agrees to participate in the Alliance for a Healthier Generation's Healthy Schools Program and support the efforts of the School Wellness Councils at the following schools:

All District Schools

The Healthy Schools Program agrees to:

- Provide support and technical assistance to schools and school districts to support their efforts to improve nutrition, physical activity and staff wellness
- Recognize schools that meet the Healthy Schools Program Framework
- Broker local, state and national resources to support schools in implementing action plans
- Provide support in aligning school and district policies and contracts to our beverage and snack food guidelines intended to provide access to healthier foods and beverages

Participating schools agree to:

- Designate a school-level contact for the Healthy Schools Program
- Build and maintain a School Wellness Council that meets at least every other month
- Ensure that School Wellness Council representatives participate in all technical assistance sessions
- Complete the Healthy Schools Inventory
- Develop and implement an annual Action Plan that is aligned with the Healthy Schools Program Framework
- Communicate regularly with our Relationship Manager
- Participate in Healthy Schools Program evaluation activities, as requested
- Commit to participating in the Healthy Schools Program for multiple school years

As a district, we agree to:

- Support participating schools in their efforts to create healthier environments for students and staff
- Designate a district contact for the Healthy Schools Program who will attend all technical assistance sessions and serve as a primary district contact for the Relationship Manager

- Send a representative from the participating feeder pattern to the Healthy Schools Forum
- Provide a location for all of the Healthy Schools Program technical assistance sessions
- Communicate with our Relationship Manager and stay informed about schools' progress
- Work towards aligning policies and contracts to the Alliance School Beverage and Competitive Foods Guidelines

Nothing in this memorandum of understanding shall be deemed to be a commitment or obligation of Alliance or school funds. The Healthy Schools Program reserves the right to terminate this agreement in its sole discretion if it does not receive continued sufficient external funding.

District Name: La Mesa-Spring Valley School District _____

District Contact Signature: _____

Printed Name: David Kinzel _____

Title: Coordinator: Student Interventions _____

HSP Relationship Manager Signature: _____

Healthy Schools Program Memorandum of Understanding – School

Date: September 7, 2010

School Name: Avondale Elementary School

Address: 8401 Stansbury Street

City: Spring Valley State: CA ZIP: 91977

Name of School Contact: Claudia Burris

Email: claudia.burris@lmsvdsd.k12.ca.us Phone Number:
(619) 668-5880

Participating in the Healthy Schools Program gives schools access to a variety of experts, resources and support to help achieve the Healthy Schools Program goals. The Healthy Schools Program staff is committed to facilitating your team's efforts to develop local solutions and strategies over multiple years up to a maximum of four school years.

The Healthy Schools Program agrees to:

- Provide support and technical assistance to schools and school districts to support their efforts to improve nutrition, physical activity and staff wellness
- Recognize schools that meet the Healthy Schools Program Framework
- Broker local, state and national resources to support schools in implementing action plans
- Provide support in aligning school and district policies and contracts to our beverage and snack food guidelines intended to provide access to healthier foods and beverages

The school listed above agrees to participate in the Alliance for a Healthier Generation's Healthy Schools Program. As a participating school, we agree to:

- Designate a school-level contact for the Healthy Schools Program
- Build and maintain a School Wellness Council that meets at least every other month
- Ensure that School Wellness Council representatives participate in all technical assistance sessions
- Complete the Healthy Schools Inventory
- Develop and implement an annual Action Plan that is aligned with the Healthy Schools Program Framework
- Communicate regularly with our Relationship Manager
- Participate in Healthy Schools Program evaluation activities, as requested
- Commit to participating in the Healthy Schools Program for multiple school years

Nothing in this memorandum of understanding shall be deemed to be a commitment or obligation of Alliance or school funds. The Healthy Schools Program reserves the right to terminate this agreement in its sole discretion if it does not receive continued sufficient external funding.

Principal Signature: _____

Principal Printed Name: Claudia Burris

HSP Relationship Manager Signature: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

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 EBS Healthcare Services, 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 EBS Healthcare Services, Inc., to employ a speech pathologist in a not-to-exceed amount of \$120,000.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/11	\$ 773,000.00
EBS Healthcare Services, Inc.	Not to exceed \$ 120,000.00
Total encumbered cost for all nonpublic schools/agencies	\$ 893,000.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to approve a Master Contract with EBS Healthcare Services, Inc. for the 2010-11 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

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

ITEM NUMBER: LS 5-New Business
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 (P.I.) schools.

La Presa Middle School (LPMS) has not made AYP and remains in year five, Bancroft Elementary (BAN) and Kempton Elementary (KEM) are in year four, and La Presa Elementary (LPE) is in year two of P.I. As such, LPMS, BAN, KEM, and LPE 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 estimated amount for 2010-11 is \$952.39.

The State Department of Education has developed a list of approved SES providers. This list will be given to all eligible families enrolled at LPMS, BAN, KEM, and LPE 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 Provider's for 2010-2011

Provider Name	Rate
#1 A+ Student Learning Academy/Center	\$65/hour per student
1 + 1 CTOA Mathnasium	\$60/hour per student
100% Learning Fun Center	\$60/hour per student
A to Z In-Home Tutoring	\$60/hour per student
A+ Educational Centers	\$80/hour per student
AAA Academics	\$60/hour per student
ABC Phonetic Reading School	\$75/hour per student
Able Academics	\$45/hour per student
Academia de Servicio de Tutoria	\$50/hour per student
Academic Advantage	\$40.33/hour per student
ACE Tutoring Services	\$50/hour per student
Achievement Academy	\$40/hour per student
Advanced Reading Solutions LLC dba UROK Learning Institute	\$50 /hour per student

Alternatives Unlimited, Inc	\$45/hour per student
American Center for Learning	\$50/hour per student
Arriba Education	\$40/hour per student
ATS Project Success	\$60/hour per student
Banyan Tree Learning Center	\$50/hour per student
Basic Educational Services Team (BEST)	\$63/hour per student
Carney Educational Services	\$45/hour per student
Carter, Reddy & Associates, Inc.	\$55/hour per student
Club Z! In-Home Tutoring Services, Inc.	\$65/hour per student
DS Learning	\$45/hour per student
Friendly Community Outreach Center	\$70/hour per student
Kid Angel Foundation	\$50/hour per student
Learning Ladder, Inc.	\$60/hour per student
Math Think, Inc.	\$65/hour per student
Our Place Center of Self-Esteem, Inc	\$70/hour per student
Professional Tutors of America, Inc.	\$65/hour per student
Smart Kids Tutoring & Learning Center, Inc	\$73.50/hour per student
Sullivan Learning Systems, Inc.	\$63.19/hour per student
Sylvan Learning	\$29.76/hour per student
Teach-n-Tutor	\$50/hour per student
Total Education Solutions	\$53/hour per student
Tree of Knowledge Educational Services, Inc.	\$65/hour per student
Ultimate Success Learning Program	\$50/hour per student

ADMINISTRATIVE RECOMMENDATION

Authorization is requested to enter into the attached contract with the above-listed state-approved Supplemental Educational Service Providers.

**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 22, 2010, 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, in the case of a student with disabilities, is consistent with the student's achievement plan (SAP).
- 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. **Parent/District/Provider Agreement**

A Parent/District/Provider Agreement (PDPA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's PDPA 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 PDPA.

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

Parents/guardians shall not be charged for any services rendered under the PDPA 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. **Parents/Guardianship**

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

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 ISSA 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. (See attached form). 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 PDPA. 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 effect a policy or policies of Commercial General with at least one million dollars (\$1,000,000) per occurrence for all damages arising out of death, bodily injury, personal injury, sickness or disease, damage to or destruction of property and a two million dollar (\$2,000,000) program specific aggregate, Auto, each including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, with Auto Liability limits of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) per accident and Professional liability insurance, including Abuse/Molestation of one million (\$1,000,000). Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as certificate holder and by endorsement, as additional insured, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

15. **Fees**

LEA and PROVIDER agree to the following fee structure:

Fee schedule of Provider 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 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:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. 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 PDPA 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 PDPA's. 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. A Parent/District/Provider Agreement may be terminated by PROVIDER only upon consent of the LEA. A PDPA 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 prorate calculation of total services agreed upon in the PDPA 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:

Karen Walker, Ed.D.
Assistant Superintendent, Learning Support
La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, California 91942
619-668-5700 x6386

For PROVIDER:

Provider Contact Information

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 22, 2010, and terminates at 5:00 p.m. on April 8, 2011 unless sooner terminated as provided herein.

PROVIDER:

BY: _____
Name (Signature)

Title

Date

DISTRICT:

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

Date

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

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

ITEM NUMBER: LS-6 New Business
Authorization to Enter into Agreements of Services with the University of California, San Diego, Trio Outreach Programs: Educational Talent Search

The Educational Talent Search Program is sponsored by the University of California, San Diego (UCSD), and is designed to motivate and prepare first generation college-bound students from economically disadvantaged backgrounds to pursue higher education.

The attached Agreements of Services specify the services and materials to be provided to La Mesa Middle and La Presa Middle Schools during the 2010-11 school year. Services include orientation meetings to articulate the program's goals, one-to-one academic counseling, parent information sessions, student excursions, and campus tours. The services and materials provided by UCSD are complimentary. The school will provide UCSD with the names and records of qualifying students (with parent permission), workspace, meeting rooms, and presentation equipment.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into Agreements of Services with the University of California, San Diego, Trio Outreach Programs: Educational Talent Search.



TRIO Outreach Programs
 9500 GILMAN DRIVE 0341
 LA JOLLA, CALIFORNIA 92093-
 0341
 (858) 822-3471 (858) 822-4132
 FAX

**AGREEMENT OF SERVICES FOR THE
 UNIVERSITY OF CALIFORNIA, SAN DIEGO
 TRIO OUTREACH PROGRAMS: EDUCATION TALENT SEARCH**

The following services and materials are to be provided by UCSD Education Talent Search (ETS) Program to La Mesa Middle School during the 2010-2011 Academic Year.

Education Talent Search Goals:

1. To ensure selected students are promoted to the next grade level
2. To ensure that high school seniors will receive their diploma
3. To ensure high school seniors apply for financial aid
4. To ensure program participants enroll in higher education and continue into their 1st year of college

6th Grade

- 1) Ensure that students are aware of the ETS program and have opportunities to apply for ETS services.
- 2) Identify potential students from the program via group meetings, classroom presentations, parent nights and disseminating recruitment materials.
- 3) Begin initial needs assessment and discuss educational and career goals.
- 4) Invite students and parents to college going activities sponsored by TRIO Outreach and other UCSD partners.

7th Grade

- 1) All participants will receive one-to-one academic advising. During these sessions students will complete an Individual Academic Plan with educational goals which will be monitored during the year by a college advisor. College advisors are current UCSD undergraduates who are trained and paid by TRIO.
- 2) Provide workshops, field trips and conferences in an effort to expose students to careers that require a college degree, college campus environment and academic enrichment activities. Four – six events per year, all taking place on Saturdays.
- 3) Provide academic tutoring after school in core subjects. Tutors will be current UCSD undergraduates who are trained and paid by Educational Talent Search.

8th Grade

- 1) All participants will receive one-to-one academic advising. These sessions will focus on the University of California's A-G pattern entrance requirements. Additional information will be provided on study skills, test taking skills, time management and college entrance exams.
- 2) Provide workshops, field trips and conferences in an effort to expose students to careers that require a college degree, college campus environment and academic enrichment activities. Minimum of four events per year, all taking place on Saturdays.
- 3) Provide academic tutoring in selected classrooms. Tutors will be current UCSD undergraduates who are trained and paid by Educational Talent Search.

All of the services described above will be planned by an ETS representative in conjunction with a school counselor, teacher or designated contact. All services are offered free of charge to selected students and parents. The ETS Director will be responsible for school communication and ensuring that site contacts are receiving all necessary information, reports, and updates in a timely manner.

ETS is 100% grant funded with an annual budget of \$257,769. To qualify for services, 2/3 of all students must be low income per federal guidelines of TRIO Programs, and they must also be the first in their families to attend college.

Services to be provided by the School

The school site will agree to assist Educational Talent Search in its objective to increase college going and retention rates. As a result, for the 2010-2011 Academic Year, La Mesa Middle School will:

- 1) Assist in the identification of eligible ETS students and aid in monitoring their academic progress by providing transcripts, records and approved student listings.
- 2) Allow ETS staff the use of monitors to distribute passes to program students in order to provide one-to-one counseling during class. All efforts will be made to avoid counseling during core subjects.
- 3) Help facilitate communication with the teaching and support staff in order to identify avenues of collaboration and program sustainability.
- 4) Advertise program services within school activities and within school literature.
- 5) Alternate with other participating schools to provide rooms for events such as Parent Nights and Talent Search Workshops.
- 6) Allow minor use of the copier and audiovisual equipment for presentation, workshops and tutorial services.

Beth Thomas
Principal
La Mesa Middle School

Carri Fierro	Date
Director	
TRIO Outreach Programs, Education Talent Search	

Karen Walker, EdD
Assistant Superintendent of Instruction
La Mesa-Spring Valley School District

**TRIO Outreach Programs**

9500 GILMAN DRIVE 0341
 LA JOLLA, CALIFORNIA 92093-0341
 (858) 822-3471 (858) 822-4132 FAX

AGREEMENT OF SERVICES OF THE
 UNIVERSITY OF CALIFORNIA, SAN DIEGO
TRIO OUTREACH PROGRAMS: EDUCATIONAL TALENT SEARCH

The following services and materials are to be provided by UCSD Educational Talent Search (ETS) Program to La Presa Middle School during the 2010-2011 Academic Year.

Educational Talent Search Goals:

5. To ensure selected students are promoted to the next grade level
6. To ensure that high school seniors will receive their diploma
7. To ensure high school seniors apply for financial aid
8. To ensure program participants enroll in higher education and continue into their 1st year of college

6th Grade

- 5) Ensure that students are aware of the ETS program and have opportunities to apply for ETS services.
- 6) Identify potential students from the program via group meetings, classroom presentations, parent nights and disseminating recruitment materials.
- 7) Begin initial needs assessment and discuss educational and career goals.
- 8) Invite students and parents to college going activities sponsored by TRIO Outreach and other UCSD partners.

7th Grade

- 4) All participants will receive one-to-one academic advising. During these sessions students will complete an Individual Academic Plan with educational goals which will be monitored during the year by a college advisor. College advisors are current UCSD undergraduates who are trained and paid by Educational Talent Search.
- 5) Offer a minimum of four Saturday workshops and field trips in an effort to expose students to careers that require a college degree. Expose students to college campus environments and provide academic enrichment activities.
- 6) Provide academic tutoring after school in core subjects. Tutors will be current UCSD undergraduates who are trained and paid by Educational Talent Search.

8th Grade

- 4) All participants will receive one-to-one academic advising. These sessions will focus on the University of California's A-G pattern entrance requirements. Additional information will be provided on study skills, test taking skills, time management and college entrance exams.
- 5) Offer a minimum of four Saturday workshops and field trips in an effort to expose students to careers that require a college degree. Expose students to college campus environments and provide academic enrichment activities.
- 6) Provide academic tutoring after school in core subjects. Tutors will be current UCSD undergraduates who are trained and paid by Educational Talent Search.

All of the services described above will be planned by an ETS representative in conjunction with a school counselor, teacher or designated contact. All services are offered free of charge to selected students and parents. The ETS Director will be responsible for school communication and ensuring that site contacts are receiving all necessary information, reports, and updates in a timely manner.

ETS is 100% grant funded with an annual budget of \$257,769. To qualify for services, 2/3 of all students must be low income per federal guidelines of TRIO Programs, and they must also be the first in their families to attend college.

Services to be provided by the School

The school site will agree to assist Educational Talent Search in its objective to increase college going and retention rates. As a result, for the 2010-2011 Academic Year, La Presa Middle School will:

- 7) Assist in the identification of eligible ETS students and aid in monitoring their academic progress by providing transcripts, records and approved student listings.
- 8) Allow ETS staff the use of monitors to distribute passes to program students in order to provide one-to-one counseling during class. All efforts will be made to avoid counseling during core subjects.
- 9) Help facilitate communication with the teaching and support staff in order to identify avenues of collaboration and program sustainability.
- 10) Advertise program services within school activities and within school literature.
- 11) Alternate with other participating schools to provide rooms for events such as Parent Nights and Talent Search Workshops.
- 12) Allow minor use of the copier and audiovisual equipment for presentation, workshops and tutorial services.

Michael Allmann
Principal
La Presa Middle School

Carri Fierro
Director
TRIO Outreach Programs, Educational Talent Search

Karen Walker, EdD
Assistant Superintendent of Instruction
La Mesa-Spring Valley School District

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 7, 2010**

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 September 7, 2010, 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 – September 7, 2010

CERTIFICATED:

Approval of Contract:

Dingwall Goldkind, Karen L.	Resource Specialist (temporary)	VI-5	08/10/10 – 12/31/10
Hawkins-Gilly, Theresa A.	Teacher (temporary)	V-10	08/10/10 – 12/31/10
Jan, Rebecca	Severely Handicapped Teacher (temp)	VI-4	08/10/10 – 06/10/11
Prentice, Amber M.	Teacher (temporary)	IV-5	08/10/10 – 06/10/11

Approval of Acceptance of Resignation:

Gerkins, Rachel	Teacher (from leave)	06/18/10
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Approval of Leave of Absence:

Dubrow, Robyn E.	Psychologist (child rearing)	06/21/10 – 10/22/10
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Approval of Change of Assignment:

Parsons, Jeannie B.	From: Teacher	08/10/10
	To: Reading Specialist	

Approval of Change of Classification:

Batchelder, Elizabeth L.	From: IV-9	To: V-9	08/01/10
Griggs, Jennifer M.	From: V-7	To: VI-7	06/01/10
Keaveny, Brandie V.	From: IV-10	To: V-10	09/01/10

Approval of Assignment/Additional Duty: (The following teachers should receive the extra salary indicated for the 2010-2011 school year.)

Dixon, Melinda	\$866.64	Miller, Gina	\$866.64
Eide, Elizabeth	\$866.64	Omahen, James	\$866.64
Galaif, Robin	\$866.64	Parsons, Jeannie	\$433.32
Gastrich, Rae	\$866.64	Pecorella, Karly	\$866.64
Gomez, Sandy	\$433.32	Sawyer, Lisa	\$433.32
Harker-Reid, Daleena	\$433.32	Sheldon, Rene	\$433.32
Howell, David	\$866.64	Skeels, Jennifer	\$216.66
McDonald, Marsha	\$433.32	StClair, Jill	\$649.98

Approval of Assignment/Health and Safety: (The following teachers should receive the extra salary indicated for the 2010-2011 school year.)

Barth, Chrysti	\$433.32	Newman, Jeanette	\$433.32
Cruz, Clifford	\$433.32	Russell, John	\$433.32
Erickson, Melissa	\$433.32	Sheeler, Steven	\$433.32
Geck, David	\$433.32	Straus, Paula	\$433.32
Henrickson, Toni	\$433.32	Symons, Andrew	\$433.32
Lunde, Amber	\$433.32	Telfair, Traci	\$433.32
McFarland, Tracy	\$433.32	Torres-Rivera, Elisa	\$433.32
Mitchell, Heather	\$433.32	Wells, Michael	\$433.32

Approval of Assignment/Department Chair: (The following teachers should receive the extra salary indicated for the 2010-2011 school year.)

Avallone Martinez, Cynthia	\$100.00	Lunamand, Debra	\$100.00
Bland, Erin	\$100.00	Lunde, Amber	\$100.00
Bracher, Ticia	\$100.00	Marshall, Laura	\$100.00
Carpenter, William	\$100.00	Mollenhauer, Suzanne	\$100.00
Dowell, Joshua	\$100.00	Morse, George	\$100.00
Garcia, Antonio	\$100.00	Pourhashem, Sheila	\$100.00
George, Abby	\$100.00	Powell, Lori	\$100.00
Goody, Unison	\$100.00	Rackliffe, Elizabeth	\$100.00
Irwin, Aaron	\$100.00	Seiter, Roland	\$100.00
Jason, Diane	\$100.00	Smith, Derek	\$100.00
Johnson, Jennifer	\$100.00	Spelta, Amy	\$100.00
Johnson, Pamela	\$100.00	Weipert, Jen	\$100.00
Keaveny, Brandie	\$100.00	Williams, Theodore	\$100.00
Loch, Merlin	\$100.00	Woodland, Dana	\$100.00

Approval of Assignment/Yearbook: (The following teachers should receive the extra salary indicated for the 2010-2011 school year.)

Lindsay, Alison	\$1,300.00
McKay, Stacey	\$1,300.00
Minuto, Bernadette	\$1,300.00
Talmadge, Brian	\$1,300.00

Approval of Assignment/Testing: (The following teachers should receive the extra salary indicated for the 2010-2011 school year.)

Chase, Bruce	\$700.00
ElHajj, Dianne	\$350.00
Russo, Shawna	\$350.00
Sheets, Katherine	\$350.00
Spelta, Amy	\$350.00

Approval of Extension of Contract:

Duncan, Nicole D.	Teacher (temporary)	08/30/10 – 06/10/11
Shuruk, Francesca	Teacher (temporary)	08/30/10 – 06/10/11

Approval of Contract Revision:

Toland, Claudette M.	From: 100%	To: 50%	08/11/10
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Approval of Rehire from 39-Month Reemployment List:

Castillo, Krystal N.	Teacher (temporary)	VI-5	08/10/10 – 09/07/10
Demuth, Nicole M.	Teacher (temporary)	VI-5	08/10/10 – 09/07/10
Neill, Margaret E.	Teacher (temporary)	V-7	08/10/10 – 09/07/10
VanWulven, Karen G.	Teacher (temporary)	V-7	08/10/10 – 09/07/10

CLASSIFIED:Approval of Employment/Merit System:

Bartindale, Jennifer G.	Licensed Vocational Nurse	56-A	08/20/10
Smith, Kelly A.	Paraprofessional – Special Education Behavioral Assistant	27-A	08/23/10

Approval of Acceptance of Resignation/Merit System:

Alegre, Melissa	Paraprofessional (employment elsewhere)		08/27/10
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Approval of Employment:

Aguon, Averie A.	Extended School Services Attendant	\$10.18/hr	08/23/10
Anderson, Marissa C.	Extended School Services Attendant	\$10.18/hr	08/23/10
Bautista, Ronnie N.	Playground Attendant	\$8.85/hr	08/17/10
Bracamontes, David M.	Extended School Services Assistant Leader	\$13.39/hr	07/26/10
Brown, Regina A.	Playground Attendant	\$8.85/hr	08/23/10
Buck, Emily R.	Playground Attendant	\$8.85/hr	08/24/10
Dececchi, Hannah G.	Extended School Services Attendant	\$10.18/hr	08/24/10
Deodat, Anita L.	Extended School Services Attendant	\$10.18/hr	08/17/10
Giron, Michael A.	Extended School Services Attendant	\$10.18/hr	08/23/10
Hamilton, Stephanie D.	Playground Attendant	\$8.85/hr	08/13/10
Herbert, Nichole D.	Extended School Services Attendant	\$10.18/hr	08/06/10
Jarvis, Audrey L.	Extended School Services Attendant	\$10.18/hr	08/17/10
Mueller, Jordan L.	Student Helper	\$10.16/hr	08/11/10
Myers, Ricky D.	Extended School Services Attendant	\$10.18/hr	08/23/10
Myers, Tyler J.	Extended School Services Attendant	\$10.18/hr	08/23/10
Riingen, Victoria R.	Extended School Services Attendant	\$10.18/hr	08/23/10
Ross, Nikole L.	Student Helper	\$10.16/hr	08/23/10
Sanchez, Francisca	Playground Attendant	\$8.85/hr	08/16/10
Santana de Hernandez, Ana C.	Student Helper	\$10.16/hr	08/19/10
Seyfferth, Kristen K.	Playground Attendant	\$8.85/hr	08/23/10
Thomas Jr., Frank P.	Extended School Services Attendant	\$10.18/hr	08/23/10
Thompson, Kimberly K.	Playground Attendant	\$8.85/hr	08/17/10
Turner, Annette R.	Extended School Services Attendant	\$10.18/hr	08/23/10
Van Luven, Kevin R.	Extended School Services Assistant Leader	\$13.39/hr	08/16/10

Approval of Termination of Employment:

Arreola, Denise M.	Playground Attendant (employment elsewhere)	12/18/09
Barton, Michael V.	Playground Attendant (dismissed)	06/18/10
Czelusniak, Elise M.	Extended School Services Attendant (further education)	08/20/10
Duckworth, Lindsey B.	Extended School Services Attendant (employment elsewhere)	06/18/10
Fox, Theresa A.	Playground Attendant (dismissed)	12/18/09
Gonzales, Alisha	Extended School Services Attendant (dropped)	06/18/10
Howard, Sabrina M.	Extended School Services Attendant (further education)	08/09/10
Huckins, Debra A.	Playground Attendant (employment elsewhere)	06/18/10
Jacob, Carolyn J.	Extended School Services Attendant (end of temp assignment)	08/04/10
Mancillas, Eddie L.	Extended School Services Attendant (employment elsewhere)	06/18/10
Martinez, Summer A.	Extended School Services Attendant (further education)	08/13/10
Mason, Raven C.	Extended School Services Attendant (health reasons)	08/25/10
McIntyre, Jessica A.	Student Helper (employment elsewhere)	06/18/10

Medina, Stephanie	Licensed Vocational Nurse (permanency not granted)	08/31/10
Palafox, Ashley M.	Playground Attendant (employment elsewhere)	06/18/10
Smerdon, Yesenia R.	Extended School Services Attendant (dismissed)	08/20/10
Valdez, Melissa C.	Playground Attendant (resigned)	06/18/10
Vultaggio, Andrea L.	Playground Attendant (resigned)	08/23/10
Wilcox, Keenan M.	Extended School Services Attendant (dismissed)	08/11/10
Wilson, Alice D.	Student Helper (employment elsewhere)	06/18/10

Approval of Leave of Absence:

Valentine, Yoshimi I.	Guidance Aide (further education)	08/06/10 – 06/10/11
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Approval of Rehire from 39-Month Reemployment List:

Johnson, Lynn E.	Guidance Aide	14-E	08/06/10
Miller, Myeshia M.	Guidance Aide	14-C	08/06/10
Pedrin, Deanna M.	Guidance Aide	14-A	08/06/10

Approval of Placement on 39-Month Reemployment List:

Falos, Jilandia	Health Aide	24-F+	08/06/10
Sugrue, Marie A.	Health Aide	24-A	08/06/10

LECTURER/PRESENTER, SHORT-TERM EMPLOYMENT: (Enclosed)

California School Fitness/Heartlight	After-School Program (Fletcher Hills)	09/20/10 – 06/17/11
California School Fitness/Heartlight	After-School Program (La Mesa Dale)	09/20/10 – 06/17/11
California School Fitness/Heartlight	After-School Program (Loma)	09/20/10 – 06/17/11
California School Fitness/Heartlight	After-School Program (Murray Manor)	09/20/10 – 06/17/11
Mr. Gordon Self-Defense & Safety Awareness Program/M. Gordon	After-School Program (Fletcher Hills)	09/22/10 – 06/10/11
Helix Water District	Lecturer/Presenter	08/12/10 – 06/30/11
Mad Science & Schoolhouse Chess	After-School Program (Murray Manor)	09/08/10 – 06/17/11
Musical Minds/Warren Mendes	After-School Program (Rolando)	09/08/10 – 06/17/11
Singing Solo/Kathy Horeth	After-School Program (Lemon Avenue)	09/08/10 – 06/17/11

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: August 17, 2010**

The meeting was called to order at 7:03 p.m. at the Education Service Center by the Vice President, Mr. Winet, who was acting Chair for Dr. Turner, who was out of town.

The Acting Chair led the Pledge of Allegiance to the Flag.

Board members present: Baber, Duff, Halgren, Winet

Board members absent: Turner

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

It was moved by Duff, seconded by Halgren, and carried unanimously to approve the minutes of the regular meeting of August 3, 2010 and the special meeting of August 10, 2010, as presented.

COMMUNICATIONS

Energy Joint Powers Authority JPA Agreement

Letter from Kim Dilling, Teacher at Bancroft Elementary School, commending Britnie Naffziger, a long-term substitute

Budget PowerPoint

Memo from Claudia Bender, Assistant Superintendent, Human Resources, regarding a correction to Item HR-3, Interagency Personnel Agreement with the San Diego County Office of Education for a Human Resources Analyst Position

AGENDA

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

HEARING SESSION

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

REPORTS OF OFFICERS OF THE BOARD

HR 1586 was approved and signed by the President on August 11, 2010. It will provide \$26 billion to the states split between education and Medicaid. AB 184 (restoring Special Disabilities Allocation (SDA) funding) will go to Senate Appropriations and to a vote by both houses if

LMSV Board Minutes – August 17, 2010

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

MINUTES
8/3/10 and 8/10/10
Approved as presented

COMMUNICATIONS

EJPA Agreement

K. Dilling, Teacher, BAN
Commendation – B. Naffgizer

Budget PowerPoint

C. Bender, Asst. Supt., HR
Correction to HR-3

AGENDA

Approved as presented

HEARING

REPORTS

Budget Update

successful. This would restore \$700,000 for 2009-10, and authorize SDA funds of \$800,000 for 2010-11. The 2010-11 First Interim Report will include a detailed list of reductions needed in 2011-12 under the current fiscal conditions as per the resolution adopted by the Board on August 10, 2010. David Yoshihara, Assistant Superintendent, Business Services, presented information regarding the budget and responded to clarifying questions.

NEW BUSINESS

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

Purchase Orders E20344 through E20490 totaling \$319,604.01

Warrants July 21, 2010 through July 30, 2010 totaling \$944,926.73

Expenditures in the amount of \$8,624.83

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

Acceptance of Work for the Completion of the Sewer Line Repair/ Replacement Project at Bancroft Elementary School; and Authorization to File Notice of Completion

It was moved by Baber, seconded by Halgren, and carried unanimously to adopt Resolution 10-11-04, to enter into an Agreement with the San Diego County Superintendent of Schools for the Energy Joint Powers Authority (EJPA).

Member Baber expressed an interest in representing the District on the EJPA. An appointment item will be brought to the Board at the next meeting.

It was moved by Halgren, seconded by Duff, and carried unanimously to accept the following gift with thanks: the 2010 5th-grade class of Lemon Avenue Elementary School would like to donate two picnic tables with a total value of \$1300.86 to Loma Elementary.

It was moved by Duff, seconded by Halgren, and carried unanimously to adopt Resolution 10-11-05, to Enter into an Agreement with the California Department of Education to Provide Services in Accordance with the Child Care and Development Program.

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to enter into an Agreement with San Diego County Office of Education to Participate in Marine Science Floating Lab.

NEW BUSINESS

Consent Calendar
Approved

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Travel

Completion of sewer line
repair/replacement at BAN

**Res. 04, Agrmt. w/SDCOE for
Energy JPA**
Adopted

Gift – Loma Elementary
Accepted with thanks

**Res. 05, Agrmt. with CA
Dept. of Ed. to provide
services in accordance with
Child Care & Dev. Program**
Authorized

Marine Science Floating Lab
Agrmt. w/SDCOE
Authorized

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to enter into an Expanded Special Education Master Contract with San Diego Center for Children.

**Expanded Sp.Ed. Master
Contract with San Diego
Center for Children**
Authorized

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize the participation in the Natural Helpers Program Training.

Natural Helpers Program
Authorized

HUMAN RESOURCES RECOMMENDATIONS

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

**Human Resources
Recommendations**
Approved as amended

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to enter into a Memorandum of Understanding with East County SELPA – Audiological Services.

**MOU w/East County
SELPA—Audiological
Services**
Authorized

It was moved by Baber, seconded by Halgren, and carried unanimously to authorize staff to enter into an Interagency Personnel Agreement with the Superintendent of Schools, San Diego County Office of Education – Human Resources Analyst Position, for the on-loan services of a Human Resources Technician at .50 full time equivalent from 9/1/10 through 12/31/10. The Board added a provision that, prior to the conclusion of this agreement, the Personnel Commission provide a report to the Board detailing the success of the fifty-percent position and/or the need of any expansion of this position beyond the current fifty percent prior to the Board, as hiring authority, taking any additional action regarding the Human Resources Analyst position.

**Interagency Personnel Agrmt.
with SDCOE—HR Analyst**
Authorized with provision

It was moved by Halgren, seconded by Baber, and carried unanimously to authorize staff to establish salaries for Preschool Teachers.

**Establish salaries for
Preschool Teachers**
Authorized

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to contract with Colleges, Universities, and Local High School Districts for Student Teaching and Professional Training Programs, Including Work Study Programs.

**Contract with Colleges,
Universities etc. for Student
Teaching & Professional
Training Programs**
Authorized

It was moved by Duff, seconded by Halgren, and carried unanimously to approve revision to Salary Schedule for Classified Supervisors – Vacation Accrual.

**Revision to Salary Schedule
for Classified Supervisors –
Vacation Accrual**
Approved

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

Mr. Duff announced he responded to an invitation from David Kinzel, Coordinator, Student Interventions, to see the changes and programs operating at the Spring Valley Elementary Community Center site. He noted that many qualified people are moving into this site and providing a tremendous service to the community.

Mr. Baber announced that, with initial funding of \$15,000, the community garden at Maryland Avenue Elementary School is moving forward.

Mr. Baber further announced that, without buses at La Mesa Middle School, the school has been able to reroute traffic and things went smoothly on the first day of school.

Mr. Duff announced that he and Mr. Baber attended the Peter Pan Junior Theater 40th reunion and it was well attended.

In response to Mr. Winet's request, the Superintendent provided an update to the College Prep Charter School. This Charter was unable to locate within the Mt. Empire District and has found a site in La Mesa.

There was no closed session.

The meeting was adjourned at 7:45 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 September 7, 2010.

Bill Baber, Clerk of the Board of Education