

La Mesa-Spring Valley School District

Board of Education

September 15, 2015

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 91942-9293
Phone: 619-668-5700
Fax: 619-668-4619**

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR SESSION: Tuesday, September 15, 2015 - 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(S)

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

NEW BUSINESS

LEARNING SUPPORT

1. Resolution 15-16-05, Determining Sufficiency of Instructional Materials for the 2015-16 School Year

Roll Call
Vote

REPORTS OF OFFICERS OF THE BOARD

1. Update on 20/20 Academies

Information

NEW BUSINESS (cont.)

SUPERINTENDENT

1. Authorization to Continue Planning and Begin Preparing for Implementarion of a 4th-8th-grade International Baccalaureate School with a PACE Strand at Spring Valley Middle; and a K-3 Literacy Academy with a Duel Immersion Strand at Kempton Elementary School

Action

REPORTS OF OFFICERS OF THE BOARD (cont.)

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| 2. | 2014-15 Unaudited Actuals Financial Report | Information |
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NEW BUSINESS (cont.)

BUSINESS SERVICES

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| 1. | Authorization to Approve 2014-15 Unaudited Actuals Financial Report | Action |
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SUPERINTENDENT (cont.)

- | | | |
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| 2. | Resolution 15-16-06, Support of SB 799, Modifying the Reserve Cap | Roll Call Vote |
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BUSINESS SERVICES (cont.)

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| 2. | Consent Calendar* | Action |
| a. | Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements | |

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| 3. | Resolution 15-16-07, Adopting the Gann Limit | Roll Call Vote |
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LEARNING SUPPORT (cont.)

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| 2. | Acceptance of Gift – Maryland Avenue Elementary School | Action |
| 3. | Authorization to Enter into Contracts with State-Approved Supplemental Educational Services Providers for the 2015-16 School Year | Action |
| 4. | Authorization to Enter into Special Education Master Contracts with The Institute for Effective Education and Specialized Therapy Services for the 2015-2016 School Year | Action |
| 5. | Approval of an Agreement for Private Vehicle Transportation In-Lieu of Transportation | Action |
| 6. | Approval of an Agreement for Private Vehicle Transportation In-Lieu of Transportation | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
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| 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. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)
4. Conference with Legal Counsel – Existing Litigation (LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School (GC 54956.9)

ADJOURNMENT

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

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 15, 2015**

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

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

A hearing session will be announced for anyone who wishes to address the Board on any topic relating to the Instructional Materials Incentive Act.

In order to comply with the Williams Settlement Legislation Act 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 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 15, 2015**

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

ITEM NUMBER: LS-1 New Business **Action Item**
**Resolution 15-16-05, Determining Sufficiency of Instructional Materials
for the 2015-16 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 context 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 the attached Resolution 15-16-05 be adopted.

La Mesa-Spring Valley School District
RESOLUTION 15-16-05
DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS
2015-2016 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
TK – 5th, Houghton Mifflin-Harcourt, *Expressions*
6th – 8th, College Board, *Springboard*
2. Science/Health
TK-5th, Pearson Scott-Foresman, *California Science*
6th – 8th, Holt, Rinehart & Winston, *Holt California Science*
3. History/Social Science
TK-5th, Pearson Scott-Foresman, *History-Social Science for California*
6th – 8th, Glencoe McGraw-Hill, *Discovering our Past*
4. English/language arts
TK, Houghton Mifflin-Harcourt, *Journeys*
K-6th, Houghton Mifflin, *Reading (Medallion)*
6th – 8th, Holt, Rinehart & Winston, *Literature & Language Arts*
5. English Language Development
TK, Hampton Brown, *Avenues*
K-6th, Houghton Mifflin, *English Language Development Program*
6th – 8th, Holt, *Holt English Language Development*
6. Foreign Language (Spanish)
6th – 8th, Prentice Hall, *Realidades*

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **R-1 Reports of Officers of the Board**
 Update on 20/20 Academies

During the May 5, 2015 meeting, the Board gave approval to begin planning for Spring Valley Middle and Kempton Elementary Schools to become the 3rd and 4th Academy Schools within the District. Specifically, SVMS is planning to transition to a 4th-8th-grade International Baccalaureate School with a PACE (Programs for Acceleration, Challenge and Enrichment) strand; and Kempton is planning to transition to a K-3 Literacy Academy with a dual immersion (Spanish/English) strand.

Planning has been ongoing over the past few months and staff is ready to provide the Board with an update as to the progress that has been accomplished.

Meg Jacobson, Principal Spring Valley Middle School; and Wendy Newmark, Principal, Kempton Elementary, along with school staff members, will present their progress to the Board and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: S-1 New Business

Action Item

**Authorization to Continue Planning and Begin Preparing for
Implementarion of a 4th-8th-grade International Baccalaureate School with
a PACE Strand at Spring Valley Middle; and a K-3 Literacy Academy
with a Duel Immersion Strand at Kempton Elementary School**

Spring Valley Middle and Kempton Elementary Schools are planning to transition to become the 3rd and 4th Academy schools within the District.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to continue planning and begin preparing for implementation of these programs in August of 2016.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: R-2 Reports of Officers of the Board
2014-15 Unaudited Actuals Financial Report

On June 16, 2015, the Board adopted the 2015-16 District Budget. At that time the actual revenues and expenditures for 2014-15 were estimated until the fiscal year was closed. Pursuant to Education Code 42100, the Governing Board is required to approve the District's Unaudited Actuals Financial Report on or before September 15 of each year for the preceding fiscal year.

David Feliciano, Assistant Superintendent, Business Services, will present additional information on the 2014-15 Unaudited Actuals Financial Report and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-1 New Business **Action Item**
Authorization to Approve 2014-15 Unaudited Actuals Financial Report

On June 16, 2015, the Board adopted the 2015-16 District Budget. At that time the actual revenues and expenditures for 2014-15 were estimated until the fiscal year was closed. Pursuant to Education Code 42100, the Governing Board is required to approve the District's Unaudited Actuals Financial Report on or before September 15 of each year for the preceding fiscal year.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the enclosed Unaudited Actuals Financial Report for fiscal year 2014-15.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: S-2 New Business **Action Item**
Resolution 15-16-06, Support of SB 799, Modifying the Reserve Cap

ROLL CALL VOTE

On June 20, 2014 Governor Brown signed into law SB 858. This bill set a maximum on the level of fund reserves a school district could maintain should several conditions be met. This maximum level as defined in SB 858 for La Mesa-Spring Valley is 6 percent. The Superintendent has stated many times that for our District, a minimum reserve should be 10 percent. This level of reserve would allow the District to meet payroll should unforeseen issues occur with State funding. This level also supports cash flow within the District and allows sufficient funds for emergency maintenance and other unpredictable occurrences.

SB 799 (Hill) has been introduced to amend the minimum reserve level for school districts. SB 799 has increased transparency requirements for school districts but also allows for greater flexibility with respect to reserve levels. SB 799 is supported by CSBA, PTA, CASBO, ACSA, Children Now, and EdTrust West, among others.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board support SB 799 (Hill) and adopt Resolution 15-16-06 (attached) stating the same.

La Mesa-Spring Valley School District

RESOLUTION 15-16-06

Support of SB 799, Modifying the Reserve Cap

WHEREAS, school district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, school district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, the Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, school district reserve levels, as well as their fund balances, are determined and monitored by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, on June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), the so-called education budget trailer bill; and

WHEREAS, SB 858 added Section 42127.01 to the California State Education Code, which requires school districts to spend their assigned and unassigned account balances down to no more than two to three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account; and

WHEREAS, under Education Code Section 42127.01, a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, it could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, what has become known as the school district reserve cap has been noted by bond rating agencies as a credit negative when those agencies rate school district debt risk; and

WHEREAS, Senate Bill 799 (Hill) was amended on August 18, 2015, sponsored by the California School Boards Association to modify the reserve cap to allow school districts additional flexibility in the use of reserves to prepare for economic difficulties and save for future investments in educational programs; and

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-2a New Business (Consent Calendar) **Action Item**
Ratification of Purchase Orders, Warrants and Revolving Cash Fund Reimbursements

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

The following are submitted for ratification:

- I. Purchase Orders: 232 purchase orders have been processed, dated August 18, 2015 through September 1, 2015, totaling \$1,740,653.19.
- II. Warrants: 209 warrants have been issued, dated August 19, 2015 through September 1, 2015, totaling \$1,140,385.98.
- III. Revolving Cash Fund Reimbursements: One (1) check has been processed, totaling \$1,986.43.

ADMINISTRATIVE RECOMMENDATION

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

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

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

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
RC1788	08/31/15	Tatjana Sebro	Payroll	\$1986.43

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (1) CHECK PROCESSED TOTALING \$1,986.43**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business
Resolution 15-16-07, Adopting the Gann Limit

Action Item

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. Enclosed is a copy of the 2014-15 and 2015-16 Appropriations Limit Calculations.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 15-16-07, to approve the calculations related to the District appropriations limit for the 2014-15 and 2015-16 school years.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

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

ITEM NUMBER: LS-2 New Business
Acceptance of Gift – Maryland Avenue Elementary School

Action Item

Maryland Avenue Elementary School PTA would like to donate \$2,000.00 to Maryland Avenue Elementary to pay the transportation cost for school study trips.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept this gift with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

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

ITEM NUMBER: LS-3 New Business

Action Item

Authorization to Enter into Contracts with State-Approved Supplemental Educational Services Providers for the 2015-2016 School Year

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 (PI) schools.

Bancroft Elementary (BAN), Highlands Elementary (HIG) and Kempton Elementary (KEM) have not made AYP and remain in year five; and Avondale Elementary (AVO), Casa de Oro Elementary (CDO), and Rancho Elementary (RAN) are in year four of Program Improvement. As such, AVO, BAN, CDO, HIG, KEM and RAN must offer school choice to all students as well as supplemental tutorial services for students not yet proficient in grade level standards. The NCLB legislation provides for Title I funds to be used to pay for Supplemental Educational Services (SES). This legislation also provides the maximum amount expended per child based on the Title I allocations. The per pupil allocation for the 2015-2016 school year is \$864.49.

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

SES Providers for 2015-2016

Provider Business Name	Rate/hour
!!! Apple iPad & Android Tablet Tutoring!!!	\$100.00
!! 1 A 1 Tutoria Tablet Computer!!	\$100.00
A Tree of Knowledge Educational Services, Inc.	\$65.00
Club Z! In Home Tutoring Services	\$65.00
Educational Advantage, LLC dba Xamaze In Home Tutoring	\$55.00
EduPlus LLC	\$70.00
Future Stars Tutoring Services Center	\$75.00
LEARN (a dba of Rio Hondo Education Consortium)	\$26.00
Sylvan Learning Centers	\$43.22
Teach-n-Tutor	\$55.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter in a contract with the above-listed state-approved Supplemental Educational Service Providers for the 2015-2016 school year.

**La Mesa-Spring Valley School District
No Child Left Behind - Title I Program
Supplementary Educational Service
Provider/District Contract**

THIS SUPPLEMENTARY EDUCATIONAL SERVICE PROVIDER/DISTRICT CONTRACT (“Contract”) is made and entered into on September 18, 2015, between the La Mesa-Spring Valley School District (hereinafter referred to as “LEA” [local educational agency] or “District”), a public school district duly operating under the laws of the state of California, and **Name of Provider**, the supplementary educational service provider (hereinafter referred to as “PROVIDER”) for the purpose of providing supplementary educational services to eligible LEA students. “Eligible students” are those students identified by the District who meet specific requirements under Title I.

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

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

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

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

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

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

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

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

1. Student Learning Plan

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

Each SLP shall include the following:

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

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

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

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

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

2. Student Progress Reports/Assessments

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

3. Student Records

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to LEA and/or the parents/guardians of LEA's student. PROVIDER shall not forward to any other person other than parents/guardians or LEA any student record without the written consent of the parent/guardian or LEA. Upon completion of termination of the SLP or termination of this Contract, PROVIDER shall turn over to LEA all student records for LEA's eligible students to whom PROVIDER has provided services under this Contract.

4. Access by LEA

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

5. Fingerprints

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

6. Independent Contractor Status

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

7. Conflict of Interest

PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with LEA.

8. Accident/Incident Report

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

9. Discrimination

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

10. Child Abuse Reporting

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

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

11. Supplies, Equipment and Facilities

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

12. Inspection and Audit

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

13. Indemnification

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

14. Insurance

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

- **Commercial General:** At least \$1 million per occurrence for all damages arising out of death, bodily injury, personal injury, sickness or disease, damage to or destruction of property and \$2 million aggregate.
- **Auto Liability:** At least \$1 million per accident. Auto shall include coverage of owned and non-owned vehicles used in relation to the performances of service(s) by PROVIDER.
- **Professional Liability:** At least \$1 million per claim and \$2 million aggregate.
- **Abuse/Molestation:** At least \$1 million per occurrence and \$2 million aggregate.
- **Workers Comp:** The PROVIDER shall at its own cost and expense procure and maintain statutory insurance under the Workers Compensation Law of California and employer's liability of at least \$1 million.

Not later than September 18, 2015, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming the La Mesa-Spring Valley School District as certificate holder and by an additional insured endorsement specifically naming the La Mesa-Spring Valley School District, its employees, Board members, officers, agents, and volunteers as additional insureds. PROVIDER shall provide complete updated insurance forms ONE WEEK PRIOR to expiration of any previously submitted policy or risk reassignment of students to another provider.

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

15. Fees

LEA and PROVIDER agree to the following fee structure:

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

16. Monthly Invoices

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

17. Records of Attendance

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

18. Right to Withhold

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

- 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 SLP shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

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

21. Subcontract and Assignment

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

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

22. Termination

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

23. Compliance with Laws

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

24. Entire Agreement

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

25. Governing Law

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

26. Severability Clause

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

27. Notices

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

For the LEA:

Ronda Wood
Coordinator, Extended School Services
La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, California 91942
619-644-3800

For PROVIDER:

Company Name:

Company Contact Person:

Address

Phone:

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 18, 2015, and terminates at 5:00 p.m. on April 08, 2016 unless sooner terminated as provided herein.

PROVIDER:

BY: _____
Name (Signature)

_____ _____ _____
Title Phone Number Date

DISTRICT:

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

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

ITEM NUMBER: LS-4 New Business

Action Item

Authorization to Enter into Special Education Master Contracts with The Institute for Effective Education and Specialized Therapy Services for the 2015-2016 School Year

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 or agencies.

Authorization is requested for the approval of a special education master contract with The Institute for Effective Education (TIEE), a nonpublic school, for the placement of 2 students in a not-to-exceed amount of \$110,000.00.

Authorization is requested for the approval of a special education master contract with Specialized Therapy Services, a nonpublic agency, for assistive technology and physical therapy services in a not-to-exceed amount of \$75,000.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/2016	\$962,500.00
TIEE	Not-to-Exceed \$ 110,000.00
Specialized Therapy Services	Not-to-Exceed \$75,000.00
Total encumbered cost for all nonpublic schools/agencies	\$1,147,500.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into a special education master contracts with TIEE and Specialized Therapy Services for the 2015-2016 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

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

ITEM NUMBER: LS-5 New Business **Action Item**
**Approval of an Agreement for Private Vehicle Transportation In-Lieu of
Transportation**

Parents of a special education student have requested reimbursement for transportation in-lieu of the District providing this transportation from their residence to Excelsior Academy in a not-to-exceed amount of \$1,650.00. The attached agreement is for the period beginning with the Extended School Year program, June 22, 2015, until June 10, 2016.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve this agreement for private vehicle transportation.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT**

4750 Date Avenue La Mesa, California 91942-5293 619/668-5700

AGREEMENT FOR IN-LIEU OF TRANSPORTATION

THIS AGREEMENT is entered into this 9th day of September, 2015 between the La Mesa-Spring Valley School District, hereinafter referred to as the District, and xxxx, hereinafter referred to as the Parent(s), for xxxx hereinafter referred to as the Pupil.

WITNESSETH:

WHEREAS, it has been determined that in lieu of the District providing transportation service for the Pupil, the Parent(s) will transport the Pupil between his/her place of residence and Excelsior Academy (one way), 7202 Princess View Dr., San Diego, CA 92120.

NOW THEREFORE the District and the Parent(s) hereby agree as follows:

THE DISTRICT shall reimburse the Parent(s) for transporting the Pupil a total of 13.5 miles per day of actual transportation of the Pupil at \$0.575 per mile, payable monthly upon presentation and verification of an invoice and daily mileage report to the District. The maximum number of days of transportation covered by this Agreement shall not exceed 209 days and the total amount paid under this Agreement shall not exceed \$1,650.00.

THE PARENT(S) SHALL, at his or her expense, carry adequate automobile liability insurance for the duration of this contract to fully protect the Parent(s) and the District from any and all claims for damage to property or for personal injury including death, which may arise while the Parent(s) is performing services under this Agreement. The Parent(s) agrees to indemnify and to hold free and harmless, the District, its officers agents and employees from all liability or loss, and against all claims or actions based upon or arising out of injury to or death of all persons, or damage to or loss of property, caused by acts of the Parent(s) in connection with this Agreement.

It is expressly understood and agreed to by both parties that the Parent(s), while performing services under this Agreement, is an independent contractor and is not an officer, agent, or employee of the District.

Services under this Agreement shall commence on June 22, 2015 and shall terminate on June 10, 2016, inclusive, unless terminated sooner by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the District and the Parent(s) have executed this agreement effective as of the date first written above and becoming valid upon approval of the La Mesa-Spring Valley School District Board of Education.

Parent Signature

District Signature

Date

Date

Approved by the Governing Board on: _____

Budget Approval
By: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

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

ITEM NUMBER: LS-6 New Business **Action Item**
**Approval of an Agreement for Private Vehicle Transportation In-Lieu of
Transportation**

Parents of a special education student have requested reimbursement for transportation in-lieu of the District providing this transportation from their residence to Springall Academy in a not-to-exceed amount of \$750.00. The attached agreement is for the period August 24, 2015 until June 9, 2016.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve this agreement for private vehicle transportation.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT**

4750 Date Avenue La Mesa, California 91942-5293 619/668-5700

AGREEMENT FOR IN-LIEU OF TRANSPORTATION

THIS AGREEMENT is entered into this 1st day of September, 2015 between the La Mesa-Spring Valley School District, hereinafter referred to as the District, and xxxx, hereinafter referred to as the Parent, for xxxx hereinafter referred to as the Pupil.

WITNESSETH:

WHEREAS, it has been determined that in lieu of the District providing transportation service for the Pupil, the Parent will transport the Pupil between his/her place of residence and Springall Academy (one way), 6460 Boulder Lake Ave, San Diego, CA 92119.

NOW THEREFORE the District and the Parent hereby agree as follows:

THE DISTRICT shall reimburse the Parent for transporting the Pupil a total of 6.87 miles per day of actual transportation of the Pupil at \$0.575 per mile, payable monthly upon presentation and verification of an invoice and daily mileage report to the District. The maximum number of days of transportation covered by this Agreement shall not exceed 180 days and the total amount paid under this Agreement shall not exceed \$750.00.

THE PARENT SHALL, at his or her expense, carry adequate automobile liability insurance for the duration of this contract to fully protect the Parent and the District from any and all claims for damage to property or for personal injury including death, which may arise while the Parent is performing services under this Agreement. The Parent agrees to indemnify and to hold free and harmless, the District, its officers agents and employees from all liability or loss, and against all claims or actions based upon or arising out of injury to or death of all persons, or damage to or loss of property, caused by acts of the Parent in connection with this Agreement.

It is expressly understood and agreed to by both parties that the Parent, while performing services under this Agreement, is an independent contractor and is not an officer, agent, or employee of the District.

Services under this Agreement shall commence on August 24, 2015 and shall terminate on June 9, 2016, inclusive, unless terminated sooner by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the District and the Parent have executed this agreement effective as of the date first written above and becoming valid upon approval of the La Mesa-Spring Valley School District Board of Education.

Parent Signature

District Signature

Date

Date

Approved by the Governing Board on: _____

Budget Approval

By: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
September 15, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

Action Item

The Human Resources recommendations which are attached for consideration at the September 15, 2015, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations – September 15, 2015

CERTIFICATED:

Approval of Contract:

Ashton, Steven	Special Education Teacher (temporary)	I-1	09/08/15
Connolly, James	Teacher (temporary)	I-1	08/31/15
Guzman, Shirley	Special Education Teacher (temporary)	I-1	09/14/15
Miller, Shanna	Social Worker (temporary)	I-1	09/08/15
Quirk, Victoria	Teacher (temporary)	I-1	08/28/15

Approval of Acceptance of Resignation:

Asciutto, Meredith	Special Education Teacher (family responsibilities)	I-1	08/31/15
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Approval of Contract Revision:

Sebok, Caren	From: 50%	To: 60%	08/10/15
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Approval of Assignment/Additional Duty: (The following teachers should receive the extra salary indicated for the 2015-2016 school year.)

Abuyen, Jocelyn	\$925.19
Beach, Gregory	\$462.60
Blevins, Dennis	\$925.19
Chomas, Michelle	\$925.19
Clingan, Joe	\$925.19
Gastrich, RaeAnn	\$925.19
Giffen, Maayan	\$462.60
Gomez, Sandy	\$925.19
Gonsalves, Ingrid	\$462.59
Johnson, Shannon	\$462.60
Kopperud, Lynda	\$925.19
Lambert, Julie	\$462.59
Lunde, Amber	\$462.59
Martin, Heather	\$925.19
Matheson, Mary	\$925.19
Omahen, Jim	\$925.19
Shannon, Neal	\$925.19
Skeels, Jennifer	\$462.60
Smith, Tiffany	\$925.19
St. Clair, Jill	\$462.59

Approval of Assignment/Health and Safety: (The following teachers should receive the extra salary indicated for the 2015-2016 school year.)

Barth, Chrysti	\$462.50
Chase, Bruce	\$462.50
Clingan, Joe	\$462.50
Cruz, Clifford	\$462.50
Geck, David	\$462.50
Hayman, Jon	\$231.25
Henrickson, Toni	\$462.50
Keaveny, Brandie	\$462.50
Kevane, Colleen	\$462.50
MarroquinLlamas, Jane	\$462.50
McFarland, Tracy	\$462.50
McKinley, Brad	\$462.50
Milligan, Lisa	\$462.50
Mitchell, Heather	\$462.50
Myrick, Robert	\$231.25
Russell, John	\$462.50
SummersMoehl, Ondina	\$462.50
Tu, Anna	\$462.50
VanWulven, Karen	\$462.50
Warden, Amanda	\$462.50
Ziegler, Catherine	\$462.50

Approval of Assignment/Department Chair: (The following teachers should receive the extra salary indicated for the 2015-2016 school year.)

Bracher, Ticia	\$100.00
Brus, Micheal	\$100.00
Cappos, Minnie	\$100.00
Craig, Cheryl	\$100.00
Danna, Steve	\$100.00
Draney, Steven	\$100.00
Endicott, James	\$100.00
Frank, Cathy	\$100.00
Gutierrez, Felicia	\$100.00
Hedgecock, Melissa	\$100.00
Irwin, Aaron	\$100.00
Jason, Diane	\$100.00
Johnson, Jennifer	\$100.00
Johnson, Pam	\$100.00
Keaveny, Brandie	\$100.00
Lindstrom, Carolyn	\$100.00
Lunamund, Debra	\$100.00
Mollenhauer, Suzanne	\$100.00
NakawakiMarron,Nancy	\$100.00
Nelson, Grant	\$100.00
Reed, Christina	\$100.00
Riggs, Dana	\$100.00

Sandoval, Anthony	\$100.00
Schroeder, Jennifer	\$100.00
Thomas, Bill	\$100.00
Villegas, James	\$100.00
Williams, Ted	\$100.00
Woodland, Dana	\$100.00

Approval of Assignment/Yearbook: (The following teachers should receive the extra salary indicated for the 2015-2016 school year.)

Borken, Sara	\$1,300.00
Leichtamer, Stacey	\$1,300.00
Prouty, Kealy	\$1,300.00
Talmadge, Brian	\$1,300.00

Approval of Assignment/Testing: (The following teachers should receive the extra salary indicated for the 2015-2016 school year.)

Brown, Dianna	\$700.00
El Hajj, Dianne	\$350.00
Knode, Kristi	\$700.00
Lunamund, Debra	\$700.00
Riggs, Dana	\$350.00

Approval of Assignment/Site Tech: (The following teachers should receive the extra salary indicated for the 2015-2016 school year.)

Dowell, Joshua	\$755.82
Leichtamer, Stacey	\$755.82
Prouty, Kealy	\$755.82
Talmadge, Brian	\$755.82

CLASSIFIED:

Approval of Employment – Merit System:

Brock, Yolanda	Paraprofessional-Special Education	21-A	09/01/15
Heinsbergen, Diana	Child Nutrition Worker I	09-A	08/31/15
Sanders, Lance	Skilled Maintenance Worker II	70-A	09/14/15
Sandvik, Lance	Skilled Maintenance Worker II	70-A	09/01/15

Approval of Termination of Employment – Merit System:

Vega Lopez, Elaine	Office Assistant I (resigned)	08/22/15
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Approval of Employment:

Acosta, Ismael	Student Helper	\$10.52/hr	08/26/15
Anders, Daniel	Extended School Services Attendant	\$10.54/hr	08/18/15
Arroyave, Maria	Playground Attendant	\$9.18/hr	09/02/15
Bailey, Beatriz	Playground Attendant	\$9.18/hr	08/11/15
Beauchamp, Ryan	Extended School Services Attendant	\$10.54/hr	08/13/15
Boscarino, Michelle	Playground Attendant	\$9.18/hr	08/11/15
Comito, Kevin	Extended School Services Attendant	\$10.54/hr	09/02/15
Cook, Madison	Playground Attendant	\$9.18/hr	08/11/15
Cross, Camille	Playground Attendant	\$9.18/hr	08/14/15
Davis-Lynn, Arianna	Extended School Services Assistant Leader	\$13.86/hr	08/24/15
Espinoza, Ivanna	Extended School Services Attendant	\$10.54/hr	08/31/15
Evans, Savannah	Extended School Services Attendant	\$10.54/hr	08/24/15
Faumuina, Alexis	Playground Attendant	\$9.18/hr	08/27/15
Gonzalez, Laura	Playground Attendant	\$9.18/hr	08/20/15
Garcia, Lizette	Playground Attendant	\$9.18/hr	08/13/15
Garza-Lerma, Haydee	Student Helper	\$10.52/hr	08/11/15
Lee, Lisha	Playground Attendant	\$9.18/hr	09/01/15
Lima, Reid	Playground Attendant	\$9.18/hr	08/18/15
Lira, Erika	Playground Attendant	\$9.18/hr	09/02/15
Lopez, Samantha	Extended School Services Attendant	\$10.54/hr	08/10/15
Madsen, Jenna	Extended School Services Attendant	\$10.54/hr	08/11/15
Mashburn, Melanie	Extended School Services Attendant	\$10.54/hr	08/31/15
McClister, Danniella	Extended School Services Attendant	\$10.54/hr	08/31/15
Mendoza, Petra	Extended School Services Assistant Leader	\$13.86/hr	08/26/15
Monsour, Gabrielle	Student Helper	\$10.52/hr	08/18/15
Olague, Maria	Extended School Services Attendant	\$10.54/hr	08/20/15
Reichman, Anne	Playground Attendant	\$9.18/hr	08/31/15
Salazar, Mercedes	Extended School Services Attendant	\$10.54/hr	08/31/15
Santos, Maria	Extended School Services Attendant	\$10.54/hr	08/21/15
Seagraves, Jacob	Playground Attendant	\$9.18/hr	08/20/15
Silva, Alexis	Extended School Services Attendant	\$10.54/hr	08/26/15
Tillman, Alyssa	Playground Attendant	\$9.18/hr	08/13/15
White, Angelique	Playground Attendant	\$9.18/hr	08/11/15
Young, Ryan	Extended School Services Attendant	\$10.54/hr	08/21/15
Zambrano, Anetra	Playground Attendant	\$9.18/hr	08/25/15

Approval of Termination of Employment:

Amado-Manchego, Alexis	Playground Attendant (employment elsewhere)	06/19/15
Bell, Lindsey	Playground Attendant (employment elsewhere)	06/19/15
Gofigan, Andrew	Extended School Services Assistant Leader (end of temporary assignment)	07/10/15
Gutierrez Jr., Antonio	Playground Attendant (employment elsewhere)	06/19/15
Herrera, Veronica	Playground Attendant (employment elsewhere)	06/19/15
Johnson, Carly	Playground Attendant (employment elsewhere)	06/13/15
Llamas, Maria	Playground Attendant (employment elsewhere)	06/19/15

Moen, Breanne	Student Helper (resigned)	06/19/15
Morris, Courtney	Extended School Services Attendant (resigned)	06/19/15
Serrano, Carlos	Extended School Services Attendant (employment elsewhere)	07/24/15
Sharrieff, Elijah	Extended School Services Attendant (military)	07/24/15
Sindal, Fridayani	Playground Attendant (employment elsewhere)	06/30/15
Ware, Courtney	Student Helper (resigned)	06/19/15
Wright, Maegan	Extended School Services Attendant (moving from area)	07/14/15

SHORT TERM EMPLOYMENT:

Organization/Name	Site/Department	NTE	Effective
DeWitz, Patricia	Learning Support/ CELDT	\$18,000.	08/25/15-06/30/16
Ferrigno, Lori (Chorus Co-Chair)	Fletcher Hills Elementary	\$500.	09/01/15-12/18/15
Galindo, Gloria	Learning Support/ CELDT	\$18,000.	08/25/15-06/30/16
Keegan, Olga (Consulting in Orchestra classroom)	La Mesa Arts Academy	\$2,800.	08/17/15-06/17/16

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: September 1, 2015**

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

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

Board members present: Babbitt, Chong, Duff, Turner, Winet

**ESTABLISHMENT OF
QUORUM**

Board members absent: None

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

It was moved by Duff, seconded by Turner, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of August 18, 2015, as presented.

**MINUTES
Approved as presented**

COMMUNICATIONS

COMMUNICATIONS

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding the San Diego Youth Services HERE Now School-Based Suicide Prevention and Early Intervention Program

K. Walker, Asst. Supt., LS SDYS HERE Now Program

PowerPoint for the Philosophy of Facilities & Maintenance Planning

PPT for Philosophy of Facilities & Maintenance Planning

PowerPoint for Opterra's Prop. 39 Integrated Energy Savings Program

PPT for Opterra Prop. 39 Integrated Energy Savings Pgm.

AGENDA

AGENDA

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

Approved as presented

HEARING SESSION

HEARING

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

Jerry Lecko, former Board member & former CBOC member, re support of facility upgrades & long-term maintenance plan discussion

REPORTS OF OFFICERS OF THE BOARD

REPORTS

The District's facilities planning goals include exhausting internal avenues of funding before pursuing external ones and making the best use of District resources now to benefit future generations. Proposition 39 (the Clean Energy Jobs Act) was passed in 2012 and utilizes

District Long-Term Facility Philosophy and Prop. 39 Implementation Recommendations

additional tax revenues to fund energy efficiency projects for California schools. With the fallout of other funding sources for facilities, Prop. 39 will provide approximately \$2.5 million annually for five years for our District.

Final guidelines have recently been released and the District selected Opterra Energy Services, Inc. to develop an Energy Expenditure Plan based on criteria outlined in the RFP. An energy expenditure program utilizing Prop. 39 funds will be paid for, in part, through energy savings, rebates, incentives and grants, with the remainder to be covered through a capital contribution from the District. The scope of work would include upgraded air conditioning at certain sites, transformers, and lighting, with the installation of solar panels.

David Feliciano, Assistant Superintendent, Business Services presented the District's long-term facility philosophy; and Larry Baebler and Crista Curtis with Opterra presented their Prop. 39 facility upgrade implementation recommendations and responded to clarifying questions.

NEW BUSINESS

It was moved by Babbitt, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to adopt Board Policy Updates.

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

Purchase Orders August 5 through August 18, 2015 totaling \$1,063,778.98

Warrants August 5 through August 18, 2015 totaling \$784,560.89

Expenditures in the amount of \$291.66

It was moved by Duff, seconded by Babbitt, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to ratify a Revised Lease Agreement with Grossmont Union High School District at Bancroft and Murdock Elementary Schools for Adult Education.

It was moved by Duff, seconded by Turner, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Memorandum of Understanding with San Diego Youth Services for the HERE Now School-Based Suicide Prevention and Early Intervention Program.

NEW BUSINESS

Board Policy Updates
Adopted

Consent Calendar
Approved

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

**Agrmt. w/Grossmont UHSD
at Bancroft & Murdock Elem.**
Ratified

**MOU w/SDYS for HERE
Now Suicide Prevention
program**
Authorized

It was moved by Turner, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Special Education Master Contract with The Speech Pathology Group for the 2015-16 School Year.

**Sp.Ed. Master Contract
w/The Speech Pathology
Group for 2015-16**
Authorized

HUMAN RESOURCES RECOMMENDATIONS

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

**Human Resources
Recommendations**
Approved as amended

It was moved by Turner, seconded by Babbitt, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Memorandum of Understanding with Orange Unified School District.

MOU w/Orange USD
Authorized

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an Agreement with Point Loma Nazarene University.

**Agmt. with Point Loma
Nazarene University**
Authorized

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the establishment of the position of Director, Student Supports.

Director, Student Supports
Established position

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Duff announced he and the Superintendent attended the Boys & Girls Club planning meeting, where the discussion included possible additional donations.

Mr. Duff announced he attended the Back-to-School event at Parkway Middle School, where he observed a great presentation from teachers on programs, Jupiter Grades etc. The event was well attended.

Mr. Babbitt announced he attended the Back-to-School events at Murdock and LMAAC, where they opened with a great performance. He was impressed with the staffs and excited about what is going on in the District.

Mr. Chong announced he attended the Back-to-School events at Casa de Oro, STEAM @ La Presa, and LMAAC. He was impressed with these events and observed that students are highly motivated.

President Winet thanked the Superintendent for providing the Board with attendance updates and credited our higher attendance to our staff and the programs we offer.

The Superintendent announced he was contacted by Dr. Katie Croft Bell with the Ocean Exploration Trust to set up an on-line lesson via satellite from the Research Vessel Nautilus with the STEAM Academy @ La Presa. The ship is out to sea and they will be sharing their exploration activities.

At 8:50 p.m. the President announced a recess.

CLOSED SESSION

At 9:07 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups; and conference with legal counsel – existing litigation (LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 9:12 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 15, 2015.

Emma Turner, Clerk of the Board of Education