

**La Mesa-Spring Valley School District**

# **Board of Education**

**September 18, 2012**

## **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 18, 2012 - 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 12-13-09, Determining Sufficiency of Instructional Materials for the 2012-2013 School Year

Roll Call  
Vote

REPORTS OF OFFICERS OF THE BOARD

1. Spring 2012 STAR Test Results and Implementation of Instructional Focus Areas

Information

NEW BUSINESS (cont.)

SUPERINTENDENT

1. Adoption of Board Policy Updates

Action

## BUSINESS SERVICES

- |    |   |                   |
|----|---|-------------------|
| 1. | Consent Calendar*   | Action            |
| a. | Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements   |                   |
| b. | Ratification of Travel  |                   |
| 2. | Authorization to Enter into an Agreement with Mathematica to Participate in the Access, Participation, Eligibility, and Certification (APEC-II) Study   | Action            |
| 3. | Resolution 12-13-10, Pursuant to Public Contract Code 20113, Authorization to Award Contracts Without Competitive Bidding for Emergency Work for Flood Damage Restoration and Repairs at the District's Operations Center | Roll Call<br>Vote |
| 4. | Resolution 12-13-11, Authorization to Submit Application for 2012-13 K-3 Class-Size Reduction Program (Operations) Funding  | Roll Call<br>Vote |

## LEARNING SUPPORT (cont.)

- |    |   |                   |
|----|---|-------------------|
| 2. | Acceptance of Gifts – Fletcher Hills Elementary and Parkway Middle School   | Action            |
| 3. | Resolution 12-13-12 , to Enter into an Amended Agreement with the California Department of Education to Provide Services in Accordance with the Child Care and Development Programs | Roll Call<br>Vote |
| 4. | Authorization to Enter into an Expanded Special Education Master Contract with The Institute for Effective Education  | Action            |
| 5. | Authorization to Enter into Contracts with State-Approved Supplemental Educational Service Providers  | Action            |
| 6. | Authorization to Enter into an Access Agreement with the California Immunization Registry   | Action            |
| 7. | Approval of Agreement for Private Vehicle Transportation In-Lieu of Transportation  | 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. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (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](mailto:barbara.martinez@lmsvsd.k12.ca.us)

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

**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 18, 2012**

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

**ITEM NUMBER:** H-2 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 18, 2012**

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

**ITEM NUMBER:** LS-1 New Business **Action Item**  
**Resolution 12-13-09, Determining Sufficiency of Instructional Materials  
for the 2012-13 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 12-13-09 be adopted.

La Mesa-Spring Valley School District  
RESOLUTION 12-13-09  
DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS  
2012-13 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-6<sup>th</sup>, Wright Group, *Everyday Math*
  - 6<sup>th</sup>, Glencoe McGraw-Hill, *California Mathematics*
  - 7<sup>th</sup>, Glencoe McGraw-Hill, *Pre-Algebra*
  - 8<sup>th</sup>, McDougall Littell, *Algebra Readiness*
  - 8<sup>th</sup>, Holt, *Algebra I*
  - 8<sup>th</sup>, Holt, *Geometry*
2. Science/Health
  - K-5<sup>th</sup>, Pearson Scott-Foresman, *California Science*
  - 6<sup>th</sup> – 8<sup>th</sup>, Holt, Rinehart & Winston, *Holt California Science*
3. History/Social Science
  - K-5<sup>th</sup>, Pearson Scott-Foresman, *History-Social Science for California*
  - 6<sup>th</sup> – 8<sup>th</sup>, Glencoe McGraw-Hill, *Discovering our Past*
4. English/language arts
  - K-6<sup>th</sup>, Houghton Mifflin, *Reading (Medallion)*
  - 6<sup>th</sup> – 8<sup>th</sup>, Holt, Rinehart & Winston, *Literature & Language Arts*
5. English Language Development
  - K-5<sup>th</sup>, Hampton Brown, *Avenues*
  - 6<sup>th</sup> – 8<sup>th</sup>, Holt, *Holt English Language Development*
  - Supplemental English Language Development Materials:
    - K-6<sup>th</sup>, Houghton Mifflin, *English Language Development Program*
6. Foreign Language (Spanish)
  - 6<sup>th</sup> – 8<sup>th</sup>, Prentice Hall, *Realidades*



8

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

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

**ITEM NUMBER:** R-1 Report of Officers of the Board  
Spring 2012 STAR Test Results and Implementation of Instructional  
Focus Areas

---

In 2011-2012 the District designated five Instructional Focus Areas: (1) Professional Learning Communities (PLCs) and Data Analysis, (2) Student Engagement, (3) Nonfiction Writing, (4) English Learners, and (5) Students with Disabilities. All staff development, site learning days, and Learning Walks focused on the implementation of strategies within each of these areas.

In late April and early May 2012, all 2<sup>nd</sup> - through 8<sup>th</sup> -grade students enrolled in La Mesa-Spring Valley schools participated in the California Standards Testing and Reporting program (STAR). The STAR program includes the California Standards Test (CST), California Alternate Performance Assessment (CAPA), the California Modified Assessment (CMA), and the Standards Test in Spanish (STS). District scores have increased overall.

Karen Walker, Assistant Superintendent, Learning Support will present information on the STAR results; and Mary Beason, Principal, Parkway Middle School will share the story of the implementation of the focus area strategies and subsequent growth at Parkway Middle School.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

**PREPARED BY:** Brian Marshall  
Superintendent

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

|                    |
|--------------------|
| <b>Action Item</b> |
|--------------------|

---

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 18, 2012**

| <b>Delete</b>   | <b>Add</b>          | <b>Significant Changes</b>  |
|-----------------|---------------------|---|
| (BP revised)    | <b>BP 0410</b>      | <p><b>Nondiscrimination in District Programs and Activities</b></p> <p>Policy updated to reflect <b>NEW LAW (AB 887 and SB 559)</b> which expands the prohibited bases of discrimination to include genetic information, gender expression, and gender identity. Policy also reflects federal regulations which (1) require newly constructed district facilities to comply, starting March 15, 2012, with the 2010 Americans with Disabilities Act Standards for Accessible Designs and (2) require districts to permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity.</p>  |
| (BP/AR revised) | <b>BP/AR 0420.4</b> | <p><b>Charter School Authorization</b></p> <p>Retitled policy and regulation address processes for submission of a charter petition to the district and for the Board's review and approval/denial of the petition. Updated policy describes the circumstances under which petitioners may submit a petition directly to the County Board of Education or the State Board of Education (SBE), and parents/guardians' rights under the Parent Empowerment Act to submit a petition to convert a school into a charter school. Policy also contains material formerly in AR re: the Board's responsibilities for approval/denial of a charter petition and adds language on the petitioners' right to submit a denied petition to the County Board and then the SBE. Updated regulation details the closure procedures that must be included in a petition, deletes outdated material in section "Location of Charter School," and revises the role of the petition review committee.</p>   |
| (BP/E added)    | <b>BP/E 0420.41</b> | <p><b>Charter School Oversight</b></p> <p>New policy contains material formerly in BP/AR 0420.4 re: the Board's responsibility for monitoring the performance of any charter school it authorizes, approving any material revisions to the charter, and ensuring that notifications are provided in the event the school closes for any reason. Policy also includes new material re: appointing a representative to the governing body when the school is, or is operated by, a nonprofit public benefit corporation, deletes material formerly in section on "Waivers" which reflected law that has been repealed, and reflects state regulation re: timeline for notification to California Department of Education (CDE) of school closure. Exhibit reflects legal requirements for charter schools formerly in AR 0420.4, updated to add new items on student fees (item #6), transitional kindergarten (item #11), and students' freedom of expression (item #23) and to delete date in item #26 that has already passed.</p> |
| (BP added)      | <b>BP 0420.42</b>   | <p><b>Charter School Renewal</b></p> <p>New policy contains material formerly in AR 0420.4 re: submission and review of a petition for charter renewal. Policy reflects <b>NEW STATE REGULATIONS</b> (Register 2011, No. 43) which (1) require that the Board grant or deny the renewal petition within 60 days of receiving the petition, unless extended to 90 days by mutual agreement, and (2) provide that the petition will be automatically renewed if the Board fails to act within this timeline. Policy also</p>  |

|                 |                     |  |
|-----------------|---------------------|--|
|                 |                     | reflects the charter school's right to petition the County Board and then the SBE if the district denies the renewal.  |
| (BP added)      | <b>BP 0420.43</b>   | <b>Charter School Revocation</b><br>New policy contains material formerly in AR 0420.4 re: grounds for revocation of a charter and required notifications. Policy reflects <b>NEW COURT DECISION</b> which found that a charter school is not entitled to any additional evidentiary hearing by a neutral third party. Policy also reflects <b>NEW STATE REGULATIONS</b> (Register 2011, No. 1 and No. 46) which establish procedures for revocation by the Board or the SBE, specify alternative procedures to use to immediately revoke a charter when there is a severe and imminent threat to student health or safety, and address the charter school's right to appeal the revocation to the County Board and then the SBE.  |
| (BP revised)    | <b>BP 1250</b>      | <b>Visitors/Outsiders</b><br>Updated policy adds new section regarding the presence on campus of registered sex offenders, including those who are parents/guardians of district students, based on their right to participate in their children's education.  |
| (BP/AR revised) | <b>BP/AR 1312.3</b> | <b>Uniform Complaint Procedures</b><br><b>MANDATED</b> policy updated to reflect <b>NEW LAW (AB 887 and SB 559)</b> which expands the prohibited bases of discrimination subject to uniform complaint procedures (UCP) to include genetic information, gender expression, and gender identity. <b>MANDATED</b> regulation revised to add, pursuant to the CDE's Federal Program Monitoring procedures, that the annual written notification should include a statement that copies of UCP will be provided free of charge. Regulation also revised to (1) require agreement of all parties (not just the complainant) before proceeding to mediation, and (2) clarify that the requirement that a complainant must wait until after 60 days of filing an appeal with the CDE before he/she pursues a civil law remedy applies only with respect to a complaint of discrimination based on state law. |
| (AR revised)    | <b>AR 3515.2</b>    | <b>Disruptions</b><br>Regulation updated to reflect <b>NEW LAW (AB 123)</b> which makes it a misdemeanor for a person to willfully or knowingly create a disruption with the intent to threaten the immediate physical safety of any student in grades K-8.  |
| (BP revised)    | <b>BP 4030</b>      | <b>Nondiscrimination in Employment</b><br>Policy updated to reflect <b>NEW LAW (SB 559 and AB 887)</b> which expands categories of prohibited discrimination to include genetic information, gender expression, and gender identity. Policy also reflects <b>NEW COURT DECISION</b> which clarifies that a third party may file a suit alleging retaliation for a complaint by another person to whom the third party is related.  |
| (BP revised)    | <b>BP 4312.1</b>    | <b>Contracts</b><br>Policy updated to reflect <b>NEW LAW (AB 1344)</b> which prohibits the Board from calling a special meeting to consider the salary or other compensation of management employees, prohibits automatic renewal of a contract with a provision for automatic increase that exceeds the cost-of-living adjustment, and requires contracts executed or renewed after January 1, 2012, to contain a provision requiring an employee to reimburse the district in the event he/she is convicted of a crime involving abuse of his/her office or position. Policy also adds statement re: Board deliberation of employment contract in closed session.  |

|                 |                     |   |
|-----------------|---------------------|---|
| (BP revised)    | <b>BP 5131</b>      | <p><b>Conduct</b></p> <p>Policy updated to reflect <b>NEW LAW (AB 9)</b> which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics and <b>NEW LAW (AB 1156)</b> which encourages the inclusion of bullying prevention strategies in comprehensive safety plans. Material on prevention and intervention of bullying and cyberbullying moved to BP 5131.2 - Bullying. Policy also expands item #4 to clarify that the district is not responsible for students' personal belongings brought on campus or to a school activity, replaces section on cell phone possession and use with new item #6 which prohibits use during instructional time with specified exceptions, and adds referral to student success team or counseling services as possible consequences for violation of school rules.</p>  |
| (BP added)      | <b>BP 5131.2</b>    | <p><b>Bullying</b></p> <p>New policy contains material formerly in BP 5131 - Conduct re: strategies for prevention and intervention of bullying. Policy reflects <b>NEW LAW (AB 9)</b> which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics, <b>NEW LAW (AB 1156)</b> which encourages the inclusion of bullying prevention strategies in comprehensive safety plans, and <b>NEW LAW (AB 746)</b> which expands the definition of bullying committed by means of an electronic act to include posting of messages on social media networks. Policy also expands topics for related student education, adds strategies for supervision and security, and adds language re: reporting of incidents.</p>  |
| (BP/AR revised) | <b>BP/AR 5141.6</b> | <p><b>School Health Services</b></p> <p>Policy updated to reflect <b>NEW LAW (AB 499)</b> which allows a minor age 12 and older to consent to medical care related to the prevention of a sexually transmitted disease, and existing law which provides that minors age 12 and older can consent to mental health services under certain conditions. Reorganized regulation (1) deletes material re: hours of operation since these may vary by site, (2) reflects legal requirement to cooperate with county program to offer fluoride dental treatments to all school-aged children, and (3) adds requirement to submit annual report as a condition of continued participation as a Medi-Cal provider.</p>   |
| (BP/AR revised) | <b>BP/AR 5144.1</b> | <p><b>Suspension and Expulsion/Due Process</b></p> <p>Reorganized, <b>MANDATED</b> policy includes language requiring fair, consistent enforcement of suspension and expulsion rules in response to new U.S. Department of Education Office for Civil Rights (OCR) report finding disproportionate rates of suspension/expulsion by race and ethnicity, gender, and disability. Policy also revises material re: zero tolerance to encourage use of alternative disciplinary measures that</p> <p>keep students in school during the school day, except under specified circumstances. Reorganized <b>MANDATED</b> regulation reflects <b>NEW LAW (AB 746)</b> which expands the definition of bullying committed by means of an electronic act to include posting of messages on social media networks, and <b>NEW LAW (AB 143)</b> which requires that, when law enforcement officials are notified of certain acts by students with disabilities, they must certify that specified student records will not be disclosed without prior written consent. Regulation also contains some material formerly in BP re: parental attendance when teacher removes student from class, and clarifies timeline for the Board's decision as to whether to expel a student.</p> |

|                 |                     |  |
|-----------------|---------------------|--|
| (AR revised)    | <b>AR 5144.2</b>    | <b>Suspension and Expulsion/Due Process (Students with Disabilities)</b><br>Regulation updated to reflect <b>NEW LAW (AB 143)</b> which requires that, when law enforcement is notified of certain acts by students with disabilities, law enforcement officials must certify that specified student records will not be disclosed without prior written parental consent. Revised regulation also clarifies that students with disabilities are subject to the same suspension and expulsion procedures as nondisabled students unless otherwise specified.   |
| (BP revised)    | <b>BP 5145.3</b>    | <b>Nondiscrimination/Harassment</b><br><b>MANDATED</b> policy updated to reflect <b>NEW LAW (AB 9)</b> which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics, including gender identity and gender expression. Policy also adds language (1) prohibiting retaliation against students who file a complaint or report, and (2) requiring related training of students, parents/guardians, and employees.  |
| (E revised)     | <b>E 5145.6</b>     | <b>Parental Notifications</b><br>Updated, reorganized Exhibit includes new notifications re: (1) availability of topical fluoride dental treatment; (2) identification of a student for a program for English learners; (3) when parental attendance is required when student removed from class; and (4) when student's achievement will be measured with California Modified Assessment. Exhibit also deletes unnecessary items, combines some items, and updates legal cites.   |
| (BP/AR revised) | <b>BP/AR 5145.7</b> | <b>Sexual Harassment</b><br><b>MANDATED</b> policy updated to reflect <b>NEW OCR GUIDANCE</b> which clarifies that (1) sexual violence (e.g., rape, sexual assault, sexual battery, sexual coercion) is a form of sexual harassment that must be addressed by districts in the same way as other forms of sexual harassment; (2) districts should provide information about the rights of students and parents/guardians to file a criminal complaint of sexual harassment as applicable; and (3) districts should respond to sexual harassment that comes to their attention even when a victim requests anonymity. Regulation updated to add sexual assault, sexual battery, and sexual coercion to examples of sexual harassment per <b>NEW OCR GUIDANCE</b> . Regulation also reflects information in the OCR guidance that districts may have an obligation to respond to student-on-student sexual harassment which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment for the victim at school. |
| (BP/AR revised) | <b>BP/AR 6145</b>   | <b>Extracurricular and Cocurricular Activities</b><br><b>MANDATED</b> policy updated to clarify that no fee may be charged to students for participation in extracurricular and cocurricular activities related to the educational program, unless specifically authorized by law, and that a district policy allowing for waivers of the fee based on financial need does not render the fee constitutional. Regulation updated to clarify the applicability of legal definitions of extracurricular and cocurricular activities and to add section on "Supervision" reflecting required qualifications of staff and others who work with students in a student activity program.   |
| (AR revised)    | <b>AR 6159</b>      | <b>Individualized Education Program</b><br>Reorganized, <b>MANDATED</b> regulation reflects repeal of law which previously required districts to request participation of a county   |

|                 |                     |  |
|-----------------|---------------------|--|
|                 |                     | <p>mental health agency in the individualized education program (IEP) team before referring a student to the county mental health agency. Regulation also clarifies membership of IEP team, possible alternative student assessments for students with disabilities and current exemption from high school exit examination, and parental right to examine student records, and reorganizes material for IEP development and review into applicable sections.</p>  |
| (BP/AR revised) | <b>BP/AR 6178.1</b> | <p><b>Work-Based Learning</b><br/> Retitled policy and regulation updated to address a broad range of work-based learning opportunities in addition to work experience education (WEE). Policy also encourages involvement of businesses in program planning and implementation, reflects law requiring written training agreements with employers, adds material on program evaluation, and includes material formerly in AR re: work permits, applicable labor laws, teacher qualifications, and records. Updated regulation reflects <b>NEW STATE REGULATIONS</b> (Register 2011, No. 12) changing the name of the career technical WEE program, and adds new sections reflecting requirements of cooperative career technical education/community classroom programs and job shadowing.</p>  |
| (BP revised)    | <b>BP 7110</b>      | <p><b>Facilities Master Plan</b><br/> Policy updated to add (1) role of Board in approving the facilities master plan, (2) regular review and updating of the plan, (3) plan components, (4) a list of minimum general standards for school facilities, (5) other applicable standards including green building standards and the Americans with Disabilities Act, and (6) consideration of joint use of facilities.</p>   |
| (BP/AR revised) | <b>BP/AR 7160</b>   | <p><b>Charter School Facilities</b><br/> Updated policy adds philosophical statement, requirement that proposed charter school facilities be addressed in the charter petition, applicable building standards, and state funding programs for charter school facilities. Policy also more directly reflects law re: Proposition 39 requirement for districts to provide furnished, equipped, reasonably equivalent facilities to charter schools. Updated, reorganized regulation adds definitions of "reasonably equivalent facilities" and "conversion school" and reflects <b>NEW COURT DECISION</b> addressing consideration of all nonteaching space and overall size in determining reasonable equivalence.</p>  |
| (BP/AR revised) | <b>BP/AR 7214</b>   | <p><b>General Obligation Bonds</b><br/> Updated policy includes material formerly in AR re: appointment of citizens' oversight committee for bonds approved under the 55 percent threshold, reflects <b>NEW LAW (SB 423)</b> which establishes a date by which audits must be given to the committee, and provides option for districts to establish citizens' oversight committee for bonds approved under the 66.67 percent threshold. Sections on "Certificate of Results" and "Resolution Regarding Sale of Bonds" moved from AR to BP since Board action is required. Updated regulation revises section on "Citizens' Oversight Committee" to (1) clarify that the legal requirements apply only to bonds approved under 55 percent threshold and (2) more directly reflect law re: committee's duties by deleting duty to ensure audits are conducted in accordance with Government Auditing Standards.</p> |



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

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

|                    |
|--------------------|
| <b>Action Item</b> |
|--------------------|

---

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: 141 purchase orders have been processed, numbered G40749 through G40889, totaling \$447,970.57.
- II.       Warrants: 190 warrants have been issued, dated August 23, 2012 through August 31, 2012, totaling \$526,609.92.
- III.      Revolving Cash Fund Reimbursements: Three (3) checks have been processed, totaling \$1,290.40.

**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:**

| <b><u>Check Number</u></b> | <b><u>Date Issued</u></b> | <b><u>Payee</u></b>     | <b><u>Purpose</u></b> | <b><u>Amount</u></b> |
|----------------------------|---------------------------|-------------------------|-----------------------|----------------------|
| <b>RC1677</b>              | <b>08/31/12</b>           | <b>Sherrie G. Crowe</b> | <b>Payroll</b>        | <b>\$315.85</b>      |
| <b>RC1678</b>              | <b>09/04/12</b>           | <b>VOIDED</b>           | <b>VOIDED</b>         | <b>VOIDED</b>        |
| <b>RC1679</b>              | <b>09/04/12</b>           | <b>Janel Scanlan</b>    | <b>Payroll</b>        | <b>\$974.55</b>      |

**REVOLVING CASH FUND REIMBURSEMENTS  
A TOTAL OF (3) CHECKS PROCESSED TOTALING \$1,290.40**

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

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

|                    |
|--------------------|
| <b>Action Item</b> |
|--------------------|

---

**ADMINISTRATIVE RECOMMENDATION**

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

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

| <b>NAME</b>                   | <b>TRAVEL/CONFERENCE</b>  | <b>CITY/STATE</b> | <b>DATES</b> | <b>REGISTRATION<br/>FEE</b> |
|-------------------------------|---|-------------------|--------------|-----------------------------|
| Sherri Medlin<br>Non-Employee | Everyone A Reader<br>Volunteer Program<br>Site Coordinator Training | San Diego, CA     | 09/12/12     | \$100.00                    |

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

**ITEM NUMBER:**        **B-2 New Business** **Action Item**  
                                 **Authorization to Enter into an Agreement with Mathematica to  
Participate in the Access, Participation, Eligibility, and Certification  
(APEC-II) Study**

---

The Access, Participation, Eligibility, and Certification (APEC-II) study is a follow-up study of the original APEC study conducted in 2005-2006 by the United States Department of Agriculture (USDA) and Food Nutrition Services. This study examines participation, eligibility, and certification in the National School Lunch Program and the School Breakfast Program.

This study will include the school food authority and will be conducted at Rolando and La Mesa Dale Elementary Schools and Spring Valley Middle School. Members of the Mathematica team will analyze all facets of the federal reimbursement program.

This study will be conducted during the 2012-2013 school year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the attached agreement with Mathematica.

## **Memorandum of Understanding Regarding Participation in the APEC-II Study**

August 23, 2012

Brian Marshall  
Superintendent,  
La Mesa-Spring Valley School District  
4750 Date Avenue  
La Mesa, California 91942

Dear Brian Marshall:

Thank you again for agreeing to participate in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) Access, Participation, Eligibility, and Certification (APEC-II) Study. The purpose of this memorandum of understanding (MOU) is to summarize the requirements concerning the logistics of your district's participation in the study and to describe the responsibilities and roles of the Mathematica study team and of your district and participating schools over the course of the study.

### **BACKGROUND**

APEC-II is a follow-up study of the original APEC study conducted in 2005-06 by the U.S. Department of Agriculture (USDA) Food and Nutrition Services (FNS). USDA/FNS has contracted with Mathematica to conduct the APEC-II study for school year 2012-2013. APEC-II will examine participation, eligibility, and certification in the NSLP and the SBP to derive amounts and sources of erroneous reimbursements due to certification error (administrative errors versus household misreporting) and meal counting and claiming errors and will also include the recently introduced provision, the Community Eligibility Option (CEO), where applicable.

The Mathematica study team consists of Mathematica Policy Research, Inc. (Mathematica) and its subcontractors, Westat and Decision Information Resources (DIR).

### **UNDERSTANDING**

Entities participating in the APEC-II study from the La Mesa-Spring Valley School District, include the school food authority (SFA) and the following schools: (1) Rolando Elementary, (2) La Mesa Dale Elementary, and (3) Spring Valley Middle.

### **About the Study Process and Information Needed to Conduct the Study**

APEC-II is a one year study that will occur during the 2012-2013 school year. Members of the Mathematica study team will visit the district and participating schools once or twice in a target week, agreed in advance with you, at some point during the school year. Depending on

when these visits are scheduled, we may have to schedule one other short visit earlier in the school year to get the study started.

During the visits, we will need access to school breakfast and lunch records that you already have readily available. For example, we will need access to lists of meal program applicants. During the first visit, we will use the lists of applicants to the school meal programs to select a sample for the study. We will need contact information for the sampled students so that we can ask parents to complete a survey for the study.

The Mathematica study team will also need access to sampled students' applications so we can abstract some information from the forms. Our researchers have been specially trained to abstract the data themselves, so your school and district staff does not have to take time to do so.

If schools in your SFA are participating in the Community Eligibility Option, we will also request lists of all enrolled students, but we will not be contacting those students' households to complete a survey.

We will need access to records of meal counts and claims to the SFA for sampled schools and SFA's claims to the state child nutrition agency for a target week and month. Finally, sometime between January and March 2013, we will ask each SFA food service director to complete a self administered survey.

The study does not include any classroom visits, it does not include any teacher interviews or student interviews, and it does not impact your curriculum.

### **Legal Authority to Collect Information**

Under the Improper Payment Information Act of 2002 (Public Law 107-300), the USDA is required to identify and reduce erroneous payments including overpayments and underpayments in various programs including the NSLP and the SBP. The APEC-II study is part of the administrative compliance program required by the Improper Payments Information Act's designation of the NSLP and SBP as high priority programs.

Under 42 U.S.C.A. § 1769(i)(6) of the National School Lunch Act, Mathematica is authorized to access information from NSLP and SBP applications without parental consent as Mathematica and its subcontractors are directly connected to the USDA's administrative compliance requirements under the NSLP and SBP through USDA contract no. AG-3198-D-12-0010.

The Mathematica study team will also require additional information not found on the applications, including meal information of paying students at Community Eligibility Option schools and directory information or similar directory-type education records. Authority for access to these additional records may be found at 42 U.S.C. Section 1785, which requires States, State educational agencies, schools, and nonprofit institutions participating in the NSLP and SBP to keep such accounts and records necessary to enable the USDA to determine whether there has been compliance with the requirements of the Child Nutrition Act and its regulations and to make such accounts and records available for inspection by representatives of the USDA. Further support for your disclosure of this information to Mathematica without parental consent

may also be found at 34 C.F.R. 99.31(a), implementing the Family Education Rights and Privacy Act (FERPA).

### **Privacy Protection Provisions**

The privacy of the information collected will be protected in accordance Exhibit A to this Memorandum of Understanding, which is an integral part hereof. The provisions of Exhibit A meet or exceed the privacy protection requirements and other required terms of nondisclosure agreements under FERPA and the Privacy Act.

### **OMB and IRB Approval**

The collection of information for APEC-II will have approval by the Office of Management and the Budget (OMB) and an Institutional Review Board (IRB) as required by research regulations that apply to federally funded research that qualifies as human subject research. Additional information regarding receipt of these approvals will be made available to you upon your request.

### **Availability of Final Report**

The USDA will make the study's final report available on its website. At this time the estimated time of release is November 2014.

### **Responsibilities of the Study Team**

For the study, Laura Castner will be your main contact person representing the study team. Ms. Castner's contact information is provided below. Feel free to contact Ms. Castner if you need more information about the study or have any concerns in conducting study activities.

Laura Castner  
Mathematica Policy Research  
1100 1st Street NE, 12th Floor  
Washington, DC 20002

Phone: (202) 484-3282  
Fax: (202) 863-1763  
Email: [LCastner@mathematica-mpr.com](mailto:LCastner@mathematica-mpr.com)

Eric Zeidman, the study's survey director from Mathematica, will be responsible for overseeing field teams, scheduling onsite visits, and coordinating data collection with you and participating schools. His contact information is:

Eric Zeidman  
Mathematica Policy Research  
P.O. Box 2393  
Princeton, NJ 08543-2393

Phone: (609) 936-2784  
Fax: (609) 799-0005  
Email: [EZeidman@mathematica-mpr.com](mailto:EZeidman@mathematica-mpr.com)

If the plan described in this memorandum of understanding is acceptable and consistent with your understanding of our plan, please sign at the bottom and return a signed copy to Mathematica by email at [KKadlec@mathematica-mpr.com](mailto:KKadlec@mathematica-mpr.com) or by fax to (202) 863-1763.

Within a few weeks of receiving a signed copy of this memorandum of understanding from you, a member of Mathematica's study team will be calling you to ask you for some additional information (such as where applications are stored, procedures for counting and claiming



reimbursements) to help us plan for the logistics of the visits to your district. We will also consult with you at this time about a schedule for these visits.

We appreciate your assistance with this important study, and we look forward to working with you.

Sincerely,



Laura Castner,  
APEC-II Project Director

---

For signature by the participating SFA and School District.

This plan described in this MOU, including Exhibit A, accurately describes the plan for including La Mesa-Spring Valley School District in the APEC-II Study

Signature:  
SFA Contact Name: Jill Whittenberg  
Title: Director of Nutrition Services  
District Name: La Mesa-Spring Valley School District

Signature:  
District Contact Name: Brian Marshall  
Title: Superintendent  
District Name: La Mesa-Spring Valley School District

Address for Notifications to the District:

---

## Exhibit A

### APEC-II Memorandum of Understanding

#### Privacy Provisions and Other Terms and Conditions

This Exhibit A is an integral part of the Memorandum of Understanding (MOU) to which it is attached, entered into by the District and Mathematica Policy Research, Inc. (Mathematica) for the purpose of the Mathematica study team to obtain access to the information required to complete the APEC-II study as summarized in the Memorandum of Understanding.

To obtain access to the student meal applications, directory information type records and other personally identifiable information (Student Information) described in the MOU, Mathematica and the District agree to the following.

1. Mathematica agrees to in all respects comply with all relevant provisions of law, including the provisions of the Family Education Rights and Privacy Act (FERPA). For purposes of this agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow any party to maintain, use, disclose or share Student Information in a manner not allowed by federal law or regulation.
2. Mathematica agrees to use the Student Information obtained under the MOU for no purpose other than for the purpose described therein. Mathematica further agrees that access to Student Information provided under this MOU will be shared within the APEC-II study team on a “need to know” basis.
3. Mathematica agrees to require all employees, contractors and agents of any kind working on or providing services relating to the APEC-II study to comply with all applicable provisions of FERPA and other federal and state laws with respect to the Student Information shared pursuant to the MOU.
4. Mathematica agrees to require and maintain an appropriate confidentiality agreement from each Mathematica study team employee, contractor or agent with access to Student Information.
5. Mathematica agrees to maintain all Student Information in a secure physical or digital environment and not copy, reproduce or transmit Student Information except as necessary. All copies of data of any type, including any modifications or additions to data from any source that contains Student Information, are subject to the provisions of the MOU in the same manner as the original information.
6. Mathematica agrees to not disclose any Student Information in a manner that could identify an individual student to any other entity in published results of the APEC-II study.

7. Mathematica agrees to destroy all Student Information when it is no longer needed for the purpose of the study, which date is anticipated to be December 31, 2014. Upon the District's request, Mathematica will promptly certify in writing that this destruction has occurred. Nothing in the MOU authorizes Mathematica to maintain Student Information beyond this time period without the consent of the District.
8. Mathematica understands that the District may cancel the MOU upon discovery of non-compliance with any applicable federal or state laws, rules or regulations or upon determination that Student Information has been released in a manner inconsistent with the MOU or has not been maintained in a secure manner.
9. The MOU may be modified or amended provided that any such modification or amendment is in writing and is signed by all parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing written amendment.
10. Neither this agreement, nor any rights, duties or obligations described herein shall be assigned by Mathematica without the prior express written consent of the District.
11. All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by all parties.
12. In the unlikely event that Mathematica is required by subpoena or other court order to disclose any Student Information, Mathematica will provide immediate notice of the request to the District and will use reasonable efforts to resist disclosure until an appropriate protective order may be sought, or a waiver of compliance with the relevant provisions of the MOU granted.

The District shall not have any liability or responsibility for errors or omissions in, or any decisions made by Mathematica in reliance upon any information provided by the District.

13. Mathematica agrees that the Student Information is of a special character, such that money damages would not be sufficient to avoid or compensate the District, its employees, agents and students for any unauthorized use or disclosure thereof, and that injunctive and other equitable relief would be appropriate to prevent any actual or threatened unauthorized use or disclosure. This remedy may be pursued in addition to any other remedies available at law or in equity, and Mathematica agrees to waive any requirement for the securing or posting of any bond.
14. Mathematica agrees to indemnify and hold harmless the District, its officials and employees, agents and subcontractors, from, and defend the District against, any liability or expenses (including reasonable attorneys' fees and costs) arising out of or relating to (a) any unauthorized or unlawful disclosure of Student Information obtained hereunder; or (b) any breach of the MOU by Mathematica or any member of the APEC-II study team.

15. Mathematica shall notify the District promptly upon discovery of any unauthorized use or disclosure of Student Information and will cooperate with the District in every reasonable way to regain control of such Student Information and mitigate the consequences of its disclosure, and preventing its further unauthorized use.
16. The law of the State in which the District is located will govern the interpretation of this MOU without reference to rules regarding conflicts of law.
17. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile, addressed to a party at the address identified in the MOU.
18. If any provision of this MOU is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of MOU will continue in full force and effect without being impaired or invalidated in any way.
19. This MOU constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

**PREPARED BY:** Brian Marshall  
Superintendent

**ITEM NUMBER:** B-3 New Business

|                    |
|--------------------|
| <b>Action Item</b> |
|--------------------|

**Resolution 12-13-10, Pursuant to Public Contract Code 20113, Authorization to Award Contracts Without Competitive Bidding for Emergency Work for Flood Damage Restoration and Repairs at the District's Operations Center**

---

**ROLL CALL VOTE**

On August 28, 2012, a fire sprinkler malfunctioned on the second floor of the Operations Center. The District was notified by the alarm company at approximately 4:00 a.m. on August 29. The water seeped under the door and flooded the second floor Maintenance Department area. The water drained through the floor and into the ceiling of the Transportation Department where it flooded the entire department.

District staff conferred and determined the flood damage restoration and repairs at the Operations Center required immediate and decisive action. Removal of the water and relocating staff to relocatable units needed to be expedited to protect the health of staff.

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.

The District declared an emergency and Christopher Benker, Director of Maintenance, Operations and Facilities, authorized work to be performed by Belfor Property Services to begin the process of repairing flood damage.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 12-13-10, Pursuant to Public Contract Code 20113, Authorization to Award Contracts Without Competitive Bidding for Emergency Work for flood damage restoration and repairs at the District's Operations Center.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT**  
**RESOLUTION 12-13-10**  
**EMERGENCY WAIVER – PUBLIC PROJECT**  
**PURSUANT TO PUBLIC CONTRACT CODE 20113**  
**AUTHORIZATION TO AWARD CONTRACTS WITHOUT COMPETITIVE BIDDING FOR**  
**EMERGENCY WORK AT**  
**LA MESA-SPRING VALLEY SCHOOL DISTRICT’S**  
**OPERATIONS CENTER**

WHEREAS, the La Mesa-Spring Valley School District is contracting for emergency work for flood damage restoration and repairs at the District’s Operations Center.

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 the District’s Operations Center 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 18<sup>th</sup> day of September 2012, 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 18<sup>th</sup> day of September 2012.

---

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

**ITEM NUMBER:**        **B-4 New Business**  
                                 **Resolution 12-13-11, Authorization to Submit Application for 2012-13**  
                                 **K-3 Class-Size Reduction Program (Operations) Funding**

|                    |
|--------------------|
| <b>Action Item</b> |
|--------------------|

---

**ROLL CALL VOTE**

The K-3 Class-Size Reduction Program was established through emergency legislation on July 15, 1996. For 2012-13, the seventeenth year of the program, the K-3 Class-Size Reduction Program provides: Operations Option One, incentive money of \$1,071 for each student actually enrolled in a class that does not exceed an average of 20 students in grades K-3, and reduced funding for classes that exceed an average 20 students in grades K-3; and Operations Option Two, \$535 for each student actually enrolled in a class that does not exceed an average of 20 students for at least one-half of the instructional minutes offered each day, and reduced funding for classes that exceed an average of 20 students for at least one-half of the instructional minutes each day. It is intended this program will continue with funding provided in future years.

To apply for the 2012-13 K-3 Class-Size Reduction Program, the application must be postmarked by September 25, 2012. The resolution is for the purpose of submitting an application for the K-3 Class-Size Reduction Program.

In 2012-13, for the sixth straight year, the District intends to participate in Operations Option One (\$1,071 per student for classes that do not exceed 20 students, and reduced funding for classes exceeding 20 students) for all eligible grades: kindergarten and grades one, two, and three. Prior to the last six school years, the District had participated in Option One for grades one, two, and three, and Option Two for kindergarten.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 12-13-11, authorizing the administration to submit the attached application for operations funding under the 2012-13 K-3 Class-Size Reduction Program.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT**

**RESOLUTION 12-13-11**

**AUTHORIZATION OF APPLICATION FOR 2012-13 K-3 CLASS-SIZE REDUCTION  
PROGRAM (OPERATIONS) FUNDING**

**WHEREAS**, the Board of Education of the La Mesa-Spring Valley School District intends to participate in the K-3 Class-Size Reduction (CSR) Program for 2012-13 to lower class size in kindergarten and grades 1, 2, and 3; and

**WHEREAS**, the District intends to file with the California Department of Education the attached 2012-13 Operations Application for the K-3 CSR Program by the required deadline of September 25, 2012; and

**WHEREAS**, the District intends to participate in Operations Option One for kindergarten and grades 1, 2, and 3, which provides full funding of \$1,071 per pupil actually enrolled in a class that does not exceed 20 students for the full regular school day as set forth in Education Code Section 52122(b)(2)(A), and reduced funding for classes exceeding 20 students for the full regular school day as set forth in Education Code Section 52124.3; and

**WHEREAS**, the Board of Education of the La Mesa-Spring Valley School District certifies the following statements contained in the K-3 CSR Program application are true and accurate:

1. The number of classes participating in Option One and Option Two is identified and the total number of classes does not exceed the total number of classes identified on the 2008-09 Operations Application. [EC Section 52123(a), 52124.3(b), Title 5 *California Code of Regulations* Section 15103]
2. The pupil counts reported do not include special education pupils enrolled in special day classes full time, pupils enrolled in independent study, or charter school pupils enrolled in a home-study program. [EC 52123(b)]
3. A certificated teacher has been hired by the District and is providing direct instructional services to each class participating in the K-3 CSR Program. [EC 52123(c)]
4. The District will provide a staff development program for any teacher who will participate, for the first time, in the K-3 CSR Program as specified in Certification #3. Appropriate training to maximize the education advantages of class-size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils. [EC 52123(d), 52127]
5. The District will collect and maintain data required by the State Superintendent of Public Instruction for evaluation of the K-3 CSR Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent. [EC 52123(e)]
6. Each class participating in the K-3 CSR Program is housed in either a separate, self-contained classroom or the space provided for each participating class for each grade level at that school site is of a square footage per pupil enrolled in each class that is not less than the average square footage per pupil enrolled in those grade levels at that school site in the 1995-96 school year. [EC 52123 (f)]



7. Priority for reducing class size or claiming reduced funding for classes exceeding 20.44 to 1 is in accordance with the following grade level implementation requirements at each school site:
  - If only one grade level is reduced/claimed, the grade level will be first grade.
  - If two grade levels are reduced/claimed, the grade levels will be first and second grades.
  - If three or four grade levels are reduced/claimed, the grade levels will be first and second, and then any combination of kindergarten and/or third grade.
8. The K-3 CSR Program has been implemented in the current year. A district is considered to have implemented the program even if it claims reduced funding for all eligible classes.
9. The District will submit final enrollment counts on the Form J-7CSR to the CDE by May 10, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education of the La Mesa-Spring Valley School District authorizes the administration to submit an application for the 2012-13 K-3 Class-Size Reduction Program Operations Funding.

**PASSED AND ADOPTED** by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 18<sup>th</sup> day of September, 2012.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**STATE OF CALIFORNIA)**

**)**

**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 the Governing Board at a regular meeting held on the 18<sup>th</sup> day of September, 2012.

---

Brian Marshall, Secretary to the Governing Board

## 2012–13 Operations Application K-3 Class Size Reduction Program

|          |                       |                          |               |                      |  |
|----------|-----------------------|--------------------------|---------------|----------------------|--|
| County   | San Diego             | County and District Code | 3 7 6 8 1 9 7 | Charter School Code* |  |
| District | La Mesa-Spring Valley | Charter School*          |               |                      |  |

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008–09 through 2011–12 applications.

|                |                          |                |                                 |
|----------------|--------------------------|----------------|---------------------------------|
| Contact Person | Tom Underberg            | Title          | Business Services Analyst       |
| Address        | 4750 Date Avenue         | City, Zip Code | La Mesa 91942                   |
| Telephone      | (619) 668-5700 Ext. 6405 | E-mail Address | tom.underberg@lmsvdsd.k12.ca.us |

### Certifications

As a condition of applying for and receiving funds under the Kindergarten and Grades One through Three Class Size Reduction (K-3 CSR) Program, commencing with California *Education Code (EC)* Section 52120, the Governing Board of the above named school district or charter school (applicant) certifies that the statements below are true and accurate, and are evidenced by a Board Resolution or entry in the Board meeting minutes. Please do not submit the Resolution or minutes to the California Department of Education (CDE):

1. The number of classes participating in Option One and Option Two is identified and the total number of classes does not exceed the total number of classes identified on the 2008–09 Operations Application. [EC Section 52123(a), 52124.3(b), Title 5 *California Code of Regulations* Section 15103]
2. The pupil counts reported do not include special education pupils enrolled in special day classes full time, pupils enrolled in independent study, or charter school pupils enrolled in a home study program. [EC Section 52123(b)]
3. A certificated teacher has been hired by the applicant and is providing direct instructional services to each class participating in the K-3 CSR Program. [EC Section 52123(c)]
4. The applicant will provide a staff development program for any teacher who will participate for the first time in the K-3 CSR Program as specified in Certification #3. Appropriate training to maximize the education advantages of class size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils. [EC sections 52123(d), 52127]
5. The applicant will collect and maintain data required by the State Superintendent of Public Instruction for evaluation of the K-3 CSR Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent. [EC section 52123(e)]
6. Each class participating in the K-3 CSR Program is housed in either a separate, self-contained classroom or the space provided for each participating class for each grade level at that schoolsite is of a square footage per pupil enrolled in each class that is not less than the average square footage per pupil enrolled in those grade levels at that schoolsite in the 1995–96 school year. [EC section 52123(f)]
7. Priority for reducing class size or claiming reduced funding for classes exceeding 20.44 pupils is in accordance with the following grade level implementation requirements at each schoolsite:
  - If only one grade level is reduced/claimed, the grade level will be 1st grade.
  - If two grade levels are reduced/claimed, the grade levels will be 1st and 2nd grades.
  - If three or four grade levels are reduced/claimed, the grade levels will be 1st and 2nd and then any combination of kindergarten and/or 3rd grade.
8. The K-3 CSR Program has been implemented in the current year. A district is considered to have implemented the program even if it claims reduced funding for all eligible classes.
9. The applicant will submit final enrollment counts on the Form J-7CSR to the CDE by May 10, 2013.

### Signature

I hereby certify that, to the best of my knowledge, this application is true and correct and is in compliance with state law and regulations of the California Department of Education and the State Board of Education. The Governing Board of the above named school district or charter school has authorized me to sign this application on its behalf.

Signature of District Superintendent or  
Charter School Chief Administrative Officer

Brian Marshall  
Printed Name

33

September 18, 2012  
Date



## 2012–13 Operations Application K-3 Class Size Reduction Program

|          |                       |                          |         |                      |  |
|----------|-----------------------|--------------------------|---------|----------------------|--|
| County   | San Diego             | County and District Code | 3768197 | Charter School Code* |  |
| District | La Mesa-Spring Valley | Charter School*          |         |                      |  |

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008–09 through 2011–12 applications.

### Intended Level of Program Participation in 2012–13

Check the appropriate box below and, as noted, submit the required pages of the Operations Application to the CDE. This information is for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR. For more information, please see the Application Instructions.

- ☐ The district/charter school intends to participate in the 2012–13 K-3 CSR Program at the same level (number and size of classes) as reported on the 2011–12 Form J-7CSR. The February 2013 apportionment will therefore be based on the district/charter school's 2011–12 final entitlement. **If this box is checked, complete and submit only pages 1 and 2 of this application to the CDE.**
- ☒ The district/charter school intends to participate in the 2012–13 K-3 CSR Program at a higher or lower level than what was claimed on the 2011–12 Form J-7CSR (but capped at the number of classes reported on the 2008–09 Operations Application). The February 2013 apportionment will therefore be based on the information reported on page 3 of this application. **If this box is checked, complete and submit pages 1 through 3 of this application to the CDE.**
- ☐ The district/charter school does not intend to participate in the 2012–13 K-3 CSR Program at either full or reduced funding. **If this box is checked, complete and submit only this page of the application to the CDE. A signature below is necessary only if the district/charter school is not participating in the 2012–13 K-3 CSR Program.**

Brian Marshall

\_\_\_\_\_  
Signature of District Superintendent or  
Charter School Chief Administrative Officer  
9/18/2012

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Mail the required pages of this application by September 25, 2012 (postmark) to:**

Rebecca Lee ~ CDE, School Fiscal Services Division 34 1430 N Street, Suite 3800 ~ Sacramento, CA 95814



## 2012–13 Operations Application K-3 Class Size Reduction Program

County and District Code

|   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 3 | 7 | 6 | 8 | 1 | 9 | 7 |
|---|---|---|---|---|---|---|

Charter School Code\*

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

County San Diego

District La Mesa-Spring Valley

Charter School\*

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008–09 through 2011–12 applications.

### Calculation of Provisional Funding for 2012–13 (February 2013 payment)

These calculations are for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR.

| 1                         | 2                 | 3                         | 4                     | 5                    |
|---------------------------|-------------------|---------------------------|-----------------------|----------------------|
| Class Size                | Number of Classes | Number of Enrolled Pupils | 2012–13 Funding Level | Estimated Allocation |
| <b>Option One</b>         |                   |                           |                       |                      |
| a 20.44 pupils or fewer   | 2                 | 39                        | \$1,071               | \$41,769             |
| b 20.45 to 21.44          |                   |                           | 95%                   | \$0                  |
| c 21.45 to 22.44          |                   |                           | 90%                   | \$0                  |
| d 22.45 to 22.94          |                   |                           | 85%                   | \$0                  |
| e 22.95 to 24.94          | 3                 | 74                        | 80%                   | \$51,408             |
| f 24.95 pupils or greater | 179               | 5,383                     | 70%                   | \$2,683,926          |
| g Subtotal, Option 1      | 184               | 5,496                     |                       | \$2,777,103          |
| <b>Option Two</b>         |                   |                           |                       |                      |
| h 20.44 pupils or fewer   |                   |                           | \$535                 | \$0                  |
| i 20.45 to 21.44          |                   |                           | 95%                   | \$0                  |
| j 21.45 to 22.44          |                   |                           | 90%                   | \$0                  |
| k 22.45 to 22.94          |                   |                           | 85%                   | \$0                  |
| l 22.95 to 24.94          |                   |                           | 80%                   | \$0                  |
| m 24.95 pupils or greater |                   |                           | 70%                   | \$0                  |
| n Subtotal, Option 2      | 0                 | 0                         |                       | \$0                  |
| <b>Grand Totals*</b>      |                   |                           |                       |                      |
| o Option 1 + Option 2     | 184               | 5,496                     |                       | \$2,777,103          |

\*The total number of classes reported on the application may not exceed the total number of classes reported on the 2008–09 Operations Application.

**Complete this page only if box 2 on page 2 was checked. Mail the entire 3-page application by September 25, 2012 (postmark) to:**

Rebecca Lee ~ CDE, School Fiscal Services Division 35 1430 N Street, Suite 3800 ~ Sacramento, CA 95814

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

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

**ITEM NUMBER:** LS-2 New Business  
Acceptance of Gifts – Fletcher Hills Elementary and Parkway Middle School

|                    |
|--------------------|
| <b>Action Item</b> |
|--------------------|

---

Fletcher Hills Elementary School PTA would like to donate \$23,500.00 to Fletcher Hills Elementary - \$3,500.00 for paper for each classroom and \$20,000.00 for the purchase of iPads and iPods.

Harold Ayer, a community supporter, would like to donate 17 cases of copy paper to Parkway Middle School to be used schoolwide. The value of the paper is \$732.33.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

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

**ITEM NUMBER:** LS-3 New Business **Action Item**  
**Resolution 12-13-12, to Enter into an Amended Agreement with  
California Department of Education to Provide Services in Accordance  
with the Child Care and Development Programs**

---

**ROLL CALL VOTE**

The Board previously approved an agreement with the California Department of Education to provide State Preschool and Prekindergarten and Family Literacy programs associated with the District's Child Development Center program July 1, 2012 through June 30, 2013. The attached amended agreement reflects changes in Funding Terms and Conditions and a change in the maximum reimbursable amount from \$644,889.00 to \$659,151.00.

**ADMINISTRATIVE RECOMMENDATION**

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

**RESOLUTION**  
12-13-12

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2012-13.**

RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_

La Mesa-Spring Valley School District

authorizes entering into local agreement number/s CSPP-2466 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| <u>NAME</u>    | <u>TITLE</u>         | <u>SIGNATURE</u> |
|----------------|----------------------|------------------|
| Brian Marshall | Superintendent       | _____            |
| Karen Walker   | Asst. Superintendent | _____            |
| _____          | _____                | _____            |

PASSED AND ADOPTED THIS 18th day of September 20012-13, by the

La Mesa-Spring Valley School District

Governing Board of \_\_\_\_\_

of San Diego County, California.

I, Penny Halgren, Clerk of the Governing Board of

La Mesa-Spring Valley School District of San Diego County,

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

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 12 - 13****Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**  
INCREASE (AB 1464)/FT&C Chg.**DATE:** July 01, 2012**CONTRACT NUMBER:** CSPP-2446**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM**PROJECT NUMBER:** 37-6819-00-2**CONTRACTOR'S NAME:** LA MESA-SPRING VALLEY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2012 designated as number CSPP-2446, shall be amended in the following particulars but no others:

The 2012-13 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2012-13 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$644,889.00 and inserting \$659,151.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 18,758.0 and inserting 19,172.5 in place thereof.

Minimum Days of Operation (MDO) shall be 176. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

| STATE OF CALIFORNIA   |   | CONTRACTOR   |          |
|---|---|--|----------|
| BY (AUTHORIZED SIGNATURE)   |   | BY (AUTHORIZED SIGNATURE)  |          |
| PRINTED NAME OF PERSON SIGNING<br>Margie Burke, Manager   |   | PRINTED NAME AND TITLE OF PERSON SIGNING<br>Brian Marshall, Superintendent |          |
| TITLE<br>Contracts, Purchasing & Conference Services  |   | ADDRESS<br>4750 Date Ave., La Mesa 91942                                   |          |
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>\$ 14,262   | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs | FUND TITLE   |          |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT<br>\$ 644,889   | (OPTIONAL USE)<br>See Attached                                  | Department of General Services<br>use only                                 |          |
| TOTAL AMOUNT ENCUMBERED TO DATE<br>\$ 659,151   | ITEM<br>See Attached  | CHAPTER  | STATUTE  |
|   | OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702                   | FISCAL YEAR  |          |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. |   | T.B.A. NO.   | B.R. NO. |
| SIGNATURE OF ACCOUNTING OFFICER<br>See Attached   |   | DATE   |          |



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

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

**ITEM NUMBER:** LS-4 New Business  
**Authorization to Enter into an Expanded Special Education Master  
Contract with The Institute for Effective Education**

|                    |
|--------------------|
| <b>Action Item</b> |
|--------------------|

---

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.

In July approval was granted to contract with The Institute for Effective Education (T.I.E.E.), a nonpublic school. The original budget amount was \$345,500.00. Due to the enrollment of a new student it is necessary to increase the budget in a not-to exceed amount of \$51,500.00 for a total of \$397,000.00:

| Agency Name  | Amount                        |
|--|-------------------------------|
| Current encumbered cost for all nonpublic schools/agencies through 6/30/12 | \$ 1,050,500.00               |
| T.I.E.E.   | Not to exceed<br>\$ 51,500.00 |
| Total encumbered cost for all nonpublic schools/agencies                   | \$1,202,000.00                |

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into an expanded special education master contract with T.I.E.E. for the 2012-13 school year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

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

**ITEM NUMBER:** LS 5 - New Business **Action Item**  
Authorization to Enter into Contracts with State-Approved Supplemental Educational Service Providers

---

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

It is anticipated once data is released from the State Department of Education in October several schools will be designated as Program Improvement. As such they 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 2012-13 is \$819.30.

The State Department of Education has developed a list of approved SES providers. The attached list shows approved providers who have contracted with the District. This list will be given to all eligible families enrolled at each Program Improvement site 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.

#### **ADMINISTRATIVE RECOMMENDATION**

Authorization is requested to enter into contract s with state-approved Supplemental Educational Service Providers.

### SES Providers for 2012-2013

| Provider Name   | Rate                     |
|---|--------------------------|
| ¡1 A 1 Tutoria!   | \$60/hour per student    |
| ¡123! Maestros Latinos, Inc.                                    | \$38.50/hour per student |
| ¡AAA! Academics   | \$60/hour per student    |
| ¡ACE! Tutoring Services, Inc.                                   | \$60/hour per student    |
| ¡Alpha! Innovation Through Education                            | \$50/hour per student    |
| #1 Academia de Servicio de Tutoria                              | \$50/hour per student    |
| #1 At-Home Tutors, Inc.   | \$38/hour per student    |
| #1 A+ Student Learning Academy/Center                           | \$65/hour per student    |
| #1 Academic Tutoring, Inc.                                      | \$60/hour per student    |
| 1+1 CTOA Mathnasium   | \$62/hour per student    |
| 1-on-1 Learning with Laptops                                    | \$75/hour per student    |
| 1 to 1 Study Buddy Tutoring                                     | \$70/hour per student    |
| 24 Horas de Tutoria (24 Hours Tutoring), Inc.                   | \$50/hour per student    |
| 100 % Learning Fun Center                                       | \$75/hour per student    |
| A+ Educational Centers  | \$80/hour per student    |
| A to Z In-Home Tutoring   | \$60/hour per student    |
| A Tree of Knowledge Educational Services, Inc.                  | \$65/hour per student    |
| ABC Phonetic Reading School, Inc.                               | \$75/hour per student    |
| Academic Advantage  | \$48.50/hour per student |
| Academic Tutoring Services, Inc.                                | \$35.87/hour per student |
| Achieve HighPoints Datamatics, Inc.                             | \$85/hour per student    |
| Alternatives Unlimited, Inc.                                    | \$40/hour per student    |
| American Center for Learning                                    | \$50/hour per student    |
| ATS Project Success   | \$42/hour per student    |
| Basic Educational Services Team (BEST), Inc.                    | \$63/hour per student    |
| Brain Hurricane   | \$57/hour per student    |
| Carter, Reddy & Associates                                      | \$60/hour per student    |
| Club Z! In-Home Tutoring Services, Inc.                         | \$65/hour per student    |
| Doctrina Tutoring   | \$45/hour per student    |
| Innovadia LLC   | \$55/hour per student    |
| Keep Hope Alive Projects  | \$60/hour per student    |
| Leading Edge Learning Center                                    | \$45/hour per student    |
| Learning Curve  | \$65/hour per student    |
| Professional Tutors of America, Inc.                            | \$68/hour per student    |
| Smart Kids Tutoring & Learning Center, Inc                      | \$75.50/hour per student |
| SurePrep Learning, LLC  | \$70/hour per student    |
| Sylvan Learning – La Mesa/Bonita, dba 40 Acres and A Mind, Inc. | \$28.19/hour per student |
| Teach-n-Tutor   | \$50/hour per student    |
| Total Education Solutions                                       | \$55/hour per student    |
| Ultimate Success Learning                                       | \$56/hour per student    |
| UROC Learning Institute, dba Advanced Reading Solutions LLC     | \$45/hour per student    |
| Xamaze in Home Tutoring, dba Educational Advantage, LLC         | \$55/hour per student    |

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 October 8, 2012, 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 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 October 1, 2012, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming the La Mesa-Spring Valley School District as certificate holder and by an additional insured endorsement specifically naming the La Mesa-Spring Valley School District, its employees, Board members, officers, agents, and volunteers as additional insureds. PROVIDER shall provide complete updated insurance forms ONE WEEK PRIOR to expiration of any previously submitted policy or risk reassignment of students to another provider.

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

15. **Fees**

LEA and PROVIDER agree to the following fee structure:

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

16. **Monthly Invoices**

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, and amount owed. Such invoices shall be submitted 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:

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

For PROVIDER:

**Authorized Representative**

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

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 8, 2012, and terminates at 5:00 p.m. on April 16, 2013 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 18, 2012**

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

**ITEM NUMBER:** LS-6 New Business  
Authorization to Enter into an Access Agreement with The California  
Immunization Registry

|                    |
|--------------------|
| <b>Action Item</b> |
|--------------------|

---

Beginning in 2005 the District and The California Immunization Registry (CAIR) have partnered in sharing immunization records to help streamline the student enrollment process. The attached agreement allows for this partnership to continue. In addition to the sharing of immunization records the new agreement will also provide information to control disease outbreaks. This information is available only to authorized agencies.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into an Access Agreement with The California Immunization Registry.



## ACCESS AGREEMENT FOR PROVIDERS AND AGENCIES

The California Immunization Registry (CAIR) is a computer-based immunization tracking system developed to assist medical providers and other approved agencies to track and review immunization information for individuals, assess immunization needs and remind/recall patients, avoid unnecessary or redundant immunizations, and control disease outbreaks. Additional information related to issues of public health importance such as TB and lead test results, and height and weight data may be entered by the provider or school into the registry and subject to informed disclosure to patients. Information in CAIR is only available to authorized providers/agencies and local health departments in California, and the California Department of Public Health. This Agreement will allow the Provider/Agency to create, view, update, and monitor immunization and other public health screening information in CAIR under the conditions listed below.

|   |              |              |
|---|--------------|--------------|
| Name of Provider/Agency: _____  |              |              |
| Number of Sites: _____ (If more than one site, please attach a list of sites covered by this agreement) |              |              |
| Street Address: _____   |              |              |
| City: _____   | State: _____ | Zip: _____   |
| Phone: _____  | Fax: _____   | Email: _____ |

**As conditions for participating in CAIR, the above Provider/Agency agrees to:**

- Comply with California Health and Safety Code Section 120440 regarding immunization registry use, as well as State and Federal laws and HIPAA regulations regarding maintaining the confidentiality of patient information.
- Ensure Provider/Agency staff receives appropriate CAIR training prior to accessing information in CAIR.
- Access information in CAIR only as needed to track immunization and other public health screening-related information such as TB and lead tests, and height and weight measurements for individuals presenting to Provider/Agency for services.
- Safeguard and ensure no sharing of assigned passwords.
- Ensure no misuse or wrongful disclosure of information in CAIR by Provider/Agency staff.
- Enter accurate and timely data and to not knowingly enter invalid or false data into CAIR.
- Provide disclosure to individuals or their parents/guardians and record in CAIR their decisions about sharing information. Written disclosure is highly recommended.
- Report any activity that may compromise the protection and privacy of the information in CAIR.

Signing this form designates agreement to be a participating Provider/Agency and a CAIR authorized user. CAIR reserves the right to terminate this agreement if Provider/Agency or its staff violate this agreement or use the system in an unauthorized manner. This agreement will remain in effect until terminated by either party.

\_\_\_\_\_  
Name of Provider/Agency Representative

\_\_\_\_\_  
Signature of Provider/Agency Representative

\_\_\_\_\_  
Title of Provider/Agency Representative

\_\_\_\_\_  
Date

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
September 18, 2012**

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

**ITEM NUMBER:** LS-7 New Business **Action Item**  
Approval of 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 place of residence to Emerald Day Treatment located in El Cajon.

The attached agreement is for the period September 4, 2012 until July 31, 2013.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve this agreement.

**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 4<sup>th</sup> day of September, 2012 between the La Mesa-Spring Valley School District, hereinafter referred to as the District, and xxxxxx, hereinafter referred to as the Parent, for xxxxxx 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 Emerald Day Treatment.

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

THE DISTRICT shall reimburse the Parent for transporting the Pupil a total of 15.4 miles per day of actual transportation of the Pupil at .55 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 220 days and the total amount paid under this Agreement shall not exceed \$1,900.00.

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 September 4<sup>th</sup>, 2012 and shall terminate on July 31, 2013, 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 18, 2012**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-1 Human Resources Recommendations  
Standard Recommendations

|                    |
|--------------------|
| <b>Action Item</b> |
|--------------------|

---

The Human Resources recommendations which are attached for consideration at the September 18, 2012, Board of Education meeting are standard.

**ADMINISTRATIVE RECOMMENDATION**

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

1. Standard Human Resources Recommendations – September 18, 2012

**CERTIFICATED:**

Approval of Assignment/Health and Safety: (The following teacher should receive the extra salary indicated for the 2012-2013 school year.)

Geary, JoAnn \$433.32

Approval of Change of Classification:

|                    |            |           |          |
|--------------------|------------|-----------|----------|
| Bertrand, Lindsey  | From: V-14 | To: VI-14 | 09/01/12 |
| Bishop, Cynthia D. | From: V-11 | To: VI-11 | 09/01/12 |
| Guera, Rachel G.   | From: V-6  | To: VI-6  | 09/01/12 |

**CLASSIFIED:**

Approval of Acceptance of Resignation/Merit System:

|                      |   |          |
|----------------------|---|----------|
| Evanson, Zouri L.    | Child Nutrition Worker Site Leader (retiring)   | 12/30/12 |
| Harkins, Maria C.    | Paraprofessional – Special Education (retiring) | 08/30/12 |
| Silverman, Yvonne J. | School Office Manager (retiring)                | 10/19/12 |

Approval of Employment:

|                              |   |            |          |
|------------------------------|---|------------|----------|
| Bramlette, Priscilla C.      | Playground Attendant                      | \$8.85/hr  | 08/16/12 |
| Brown, Denzel C.             | Extended School Services Attendant        | \$10.18/hr | 08/23/12 |
| Dao, Emelita                 | Playground Attendant                      | \$8.85/hr  | 08/31/12 |
| Doudna, Natalie M.           | Extended School Services Attendant        | \$10.18/hr | 08/24/12 |
| Franco, Kendra L.            | Playground Attendant                      | \$8.85/hr  | 09/06/12 |
| Gaona, Faith K.              | Extended School Services Attendant        | \$10.18/hr | 08/13/12 |
| Harmer, Michael G.           | Extended School Services Attendant        | \$10.18/hr | 08/28/12 |
| Hattendorf, Susan G.         | Playground Attendant                      | \$8.85/hr  | 09/06/12 |
| Hevener, Maureen E.          | Playground Attendant                      | \$8.85/hr  | 08/16/12 |
| Odneal, Jenna M.             | Extended School Services Attendant        | \$10.18/hr | 08/28/12 |
| Oliva, Blanca C.             | Playground Attendant                      | \$8.85/hr  | 08/16/12 |
| Ortiz, Diana L.              | Extended School Services Attendant        | \$10.18/hr | 09/06/12 |
| Powell, Brittney L.          | Extended School Services Attendant        | \$10.18/hr | 08/23/12 |
| Pryor, Tameara L.            | Extended School Services Attendant        | \$10.18/hr | 09/07/12 |
| Richard-Garcia, Stephanie M. | Extended School Services Attendant        | \$10.18/hr | 09/07/12 |
| Richardson, Olivia D.        | Extended School Services Attendant        | \$10.18/hr | 08/23/12 |
| Saavedra Jr., Samuel S.      | Playground Attendant                      | \$8.85/hr  | 08/20/12 |
| Sengvixay, Angel L.          | Extended School Services Attendant        | \$10.18/hr | 07/09/12 |
| Suro, Jesus                  | Playground Attendant                      | \$8.85/hr  | 08/26/12 |
| Walls II, Kenneth S.         | Extended School Services Attendant        | \$10.18/hr | 09/07/12 |
| Wilson, Matthew C.           | Extended School Services Assistant Leader | \$13.39/hr | 08/21/12 |

Approval of Termination of Employment:

|                     |                                 |          |
|---------------------|---------------------------------|----------|
| Boukas, Chrystie S. | Playground Attendant (resigned) | 06/15/12 |
|---------------------|---------------------------------|----------|



Approval of Change of Classification:

|                      |                             |      |          |
|----------------------|-----------------------------|------|----------|
| Filatoff, Jacqueline | From: Accounting Specialist | 64-D | 09/06/12 |
|                      | To: Senior Accountant       | 81-C |          |

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

|                              |   |                     |
|------------------------------|---|---------------------|
| Creative Sports, Inc.        | Lecturer/Presenter (Parkway Middle)           | 09/27/12            |
| Neuschuler, Meta             | Short-Term Employment (Murdock)               | 08/01/12 – 06/30/13 |
| Reed, Lori                   | Short-Term Employment (Murdock)               | 08/01/12 – 06/30/13 |
| Sindal, Frida                | Short-Term Employment (Murdock)               | 08/01/12 – 06/30/13 |
| Soren Bennick Productions    | Lecturer/Presenter (La Presa Elementary)      | 10/04/12            |
| TNT Dunk Squad/K. Cousino    | Lecturer/Presenter (Rolando)                  | 09/14/12            |
| US Border Patrol/E. Sandoval | Lecturer/Presenter (Extended School Services) | 09/25/12            |

12-13

La Mesa-Spring Valley School District

## CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Parkway Middle School Date 8/31/12  
 Consultant/Lecturer/Presenter Name Dan Hubbard (Presenter) Frank Jarnacz (Organizer) Soc Sec No \_\_\_\_\_  
 Name of Firm or Business Creative Sports, Inc. Taxpayer ID No (for 1099) \_\_\_\_\_  
 Address \_\_\_\_\_  
 Background and qualifications of Consultant/Lecturer/Presenter Dan Hubbard has been doing school shows since 1986.  
www.stuntteams.com

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

☐ Consultant ☐ Lecturer/Presenter M. Blason Date 8/31/12  
 Signature, Principal or Department Head  
 Additional Approval (if needed) Date \_\_\_\_\_ Signature of Assistant Superintendent 9/11/12 Date \_\_\_\_\_  
 APPROVED FOR BOARD SUBMISSION: C. Benau Date 9/12/12 Board Approval Date \_\_\_\_\_  
 Assistant Superintendent, Human Resources

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 31st day of August, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Creative Sports, Inc. (hereafter "Contractor").

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

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

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

1. **EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
2. **TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing \_\_\_\_\_, through \_\_\_\_\_, inclusive; or, services shall be provided on the following dates September 27, 2012.
3. **COMPENSATION.** The District agrees to pay Contractor the amount of NONE for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
4. **SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below, or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

As a part of our Great American Magazine Drive Prizes, Creative Sports will present a BMX Demonstration Assembly on our lower parking lot.

12172

### REQUISITION FOR SHORT-TERM EMPLOYMENT

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

SEP 04 2012

Print Name META NEUSCHULER Date November 1, 2011  
Describe service performed/Program Objective After School Homework club

Date(s) of Service August 2012 - June 2013 Location of Service MURDOCK SCHOOL

| Program to be charged | Fund | Sub | Resource | Sub | Goal | Function | Object | Sub | School | Loc | % | Split \$ |
|-----------------------|------|-----|----------|-----|------|----------|--------|-----|--------|-----|---|----------|
| donations             | 03   | 00  | 0000     | 191 | 1110 | 1000     | 2900   | 059 | 340    |     |   |          |
|                       |      |     |          |     |      |          |        |     |        |     |   |          |
|                       |      |     |          |     |      |          |        |     |        |     |   |          |

Hourly or Daily Rate (circle one) \$ 8.850/hr Total Not to Exceed \$ 1200.00

Expenditure Approved by:  
Principal/Department Head [Signature] Date 8/31/12 Spec. Education/Spec. Programs (if required) [Signature] Date 9/11/12  
Accounting/Budget Review [Signature] Date 9/12/12 Asst. Supt., Business or Asst. Supt., Instruction [Signature] Date 9/12/12  
Assistant Superintendent, Human Resources [Signature] BOARD APPROVAL DATE \_\_\_\_\_  
No service to be rendered until after Board approval.

### APPLICATION FOR SHORT-TERM EMPLOYMENT

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

Please Type  
Name: NEUSCHULER META Soc. Sec. No. \_\_\_\_\_  
Last First Middle  
Address: \_\_\_\_\_  
Street City State/Zip  
Telephone \_\_\_\_\_ Cell phone \_\_\_\_\_

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

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

Background qualifications for assignment Playground atnd., Student Helper, did this club last year

Professional references (include those who know of your ability and experience):  
Name Occupation Complete Mailing Address Telephone  
John Ashiev Principal, Murdock \_\_\_\_\_ 619-668-5778

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

Signature [Signature] Date 8-29-12

Rev. 9/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator  
Form Subject To Change - Revised 2/4/10 I:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

12170

### REQUISITION FOR SHORT-TERM EMPLOYMENT

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

Print Name LORI REED Date 8/1/2012  
Describe service performed/Program Objective After School homework club

Date(s) of Service August 2012-June 2013 Location of Service MURDOCK SCHOOL

| Program to be charged | Fund | Sub | Resource | Sub | Goal | Function | Object | Sub | School | Loc | % | Split |
|-----------------------|------|-----|----------|-----|------|----------|--------|-----|--------|-----|---|-------|
| donations             | 03   | 00  | 0000     | 191 | 1110 | 1000     | 2900   | 099 | 340    |     |   |       |
|                       |      |     |          |     |      |          | 45     |     |        |     |   |       |

Hourly or Daily Rate (circle one) \$ 8.85/hr Total Not to Exceed \$ 1700.00

Expenditure Approved by:  
Principal/Department Head [Signature] Date 7/25/12 Spec. Education/Spec. Programs (if required) [Signature] Date 9/10/12  
Accounting/Budget Review [Signature] Date 9/12/12 Asst. Supt. Business or Asst. Supt. Instruction [Signature] Date 9/10/12  
Assistant Superintendent, Human Resources [Signature] Date 9/12/12 BOARD APPROVAL DATE \_\_\_\_\_  
\*No service to be rendered until after Board approval.

### APPLICATION FOR SHORT-TERM EMPLOYMENT

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

Please Type

Name REED LORI Soc. Sec. No. \_\_\_\_\_  
Last First Middle  
Address \_\_\_\_\_  
Street City State/Zip  
Telephone \_\_\_\_\_ Cell phone \_\_\_\_\_

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

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

Background qualifications for assignment Playground atnd., did this club last year

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

| Name        | Occupation         | Complete Mailing Address | Telephone    |
|-------------|--------------------|--------------------------|--------------|
| John Ashley | Principal, Murdock |                          | 619-668-5778 |

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

Signature Lori A. Reed Date 8/28/12

Rev. 3/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator  
Form Subject To Change - Revised 2/4/10 I:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

12175

# REQUISITION FOR SHORT-TERM EMPLOYMENT

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

SEP 07 2012

Print Name FRIDA SINDAL Date 8/1/2012  
Describe service performed/Program Objective After School Homework Club

Date(s) of Service August 2012-June 2013 Location of Service MURDOCK

| Program to be charged | Fund | Sub | Resource | Sub | Goal | Function | Object | Sub | School | Loc | % | Split |
|-----------------------|------|-----|----------|-----|------|----------|--------|-----|--------|-----|---|-------|
| donations             | 03   | 00  | 0000     | 191 | 1110 | 1000     | 2900   | 099 | 340    |     |   |       |
|                       |      |     |          |     |      |          |        |     |        |     |   |       |
|                       |      |     |          |     |      |          |        |     |        |     |   |       |

Hourly or Daily Rate (circle one) \$ 8.85 Total Not to Exceed \$ 2200.00

Expenditure Approved by:  
Principal/Department Head [Signature] Date 8/31/12 Spec. Education/Spec. Programs (if required) Date 9/6/12  
Accounting Budget Review [Signature] Date 9/12/12 Asst. Supt., Business or Asst. Supt., Instruction Date 9/12/12  
Assistant Superintendent, Human Resources [Signature] Date 9/12/12 BOARD APPROVAL DATE 9/12/12  
\*No service to be rendered until after Board approval.

## APPLICATION FOR SHORT-TERM EMPLOYMENT

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

Please Type  
Name Sindal Frida Soc. Sec. No. \_\_\_\_\_  
Last First Middle  
Address \_\_\_\_\_  
Street City State/Zip  
Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Cell phone \_\_\_\_\_

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

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

Background qualifications for assignment Murdock Playground Supervisor, parent volunteer

Professional references (include those who know of your ability and experience):  
Name Occupation Complete Mailing Address Telephone  
John Ashley Principal Murdock \_\_\_\_\_

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

Signature [Signature] Date 8/31/12

Rev. 9/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator  
Form Subject To Change - Revised 2/4/10 I:\Data\shared\IE-Forms\IE-Form Short-Term Employment Req.doc

12176

12-13.  
La Mesa-Spring Valley School District

HUMAN RESO:

SEP 04 REC'D

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department La Presa Elementary Date 8/29/12  
Consultant/Lecturer/Presenter Name Soren Bennick Soc Sec No \_\_\_\_\_  
Name of Firm or Business Soren Bennick Productions-The Power of One Taxpayer ID No (for 1099) \_\_\_\_\_  
Address \_\_\_\_\_

Background and qualifications of Consultant/Lecturer/Presenter Experienced theatre performers and writers. Perform for schools across the country. A bullying-proofing performance.

| Program to be charged | Fund | Sub | Resource | Sub | Goal | Function | Object | Sub | School | Loc | Split |        |
|-----------------------|------|-----|----------|-----|------|----------|--------|-----|--------|-----|-------|--------|
|                       |      |     |          |     |      |          |        |     |        |     | %     | \$     |
| Donations             | 03   | 00  | 0000     | 191 | 1110 | 1000     | 4300   | 006 | 450    |     |       | 820.00 |
|                       |      |     |          |     |      |          |        |     |        |     |       |        |
|                       |      |     |          |     |      |          |        |     |        |     |       |        |

☐ Consultant ☒ Lecturer/Presenter

Signature, Principal or Department Head

Date

Additional Approval (if needed)

Date

Signature of Assistant Superintendent

Date

APPROVED FOR BOARD

SUBMISSION:

Assistant Superintendent, Human Resources

Date

Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of August, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Soren Bennick Productions (hereafter

"Contractor").

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

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

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

1. **EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
2. **TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing 10/4/12, through 10/4/12, inclusive; or, services shall be provided on the following dates 10/4/12 Oct. 4, 2012.
3. **COMPENSATION.** The District agrees to pay Contractor the amount of Eight hundred twenty dollars for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
4. **SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below, or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

2 performances of "The Power of One" anti-bullying program.

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

SEP 07 2012

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

Originating School or Department Rolando Elementary School Date 8/24/12  
Consultant/Lecturer/Presenter Name Keith Cousino Soc Sec No \_\_\_\_\_  
Name of Firm or Business TNT Dunk Squad Taxpayer ID No (for 1099) \_\_\_\_\_  
Address \_\_\_\_\_  
Background and qualifications of Consultant/Lecturer/Presenter Presentations throughout San Diego County for fitness awareness.

| Program to be charged | Fund | Sub | Resource | Sub | Goal | Function | Object | Sub | School | Loc | Split % | Split \$ |
|-----------------------|------|-----|----------|-----|------|----------|--------|-----|--------|-----|---------|----------|
| PTA paying            |      |     |          |     |      |          | 8      |     |        |     |         | 1,250.00 |
|                       |      |     |          |     |      |          |        |     |        |     |         |          |
|                       |      |     |          |     |      |          |        |     |        |     |         |          |

☐ Consultant ☒ Lecturer/Presenter Jamille Schuster Date 8/24/12  
Signature, Principal or Department Head  
Additional Approval (if needed) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Assistant Superintendent 9/11/12  
Date \_\_\_\_\_  
APPROVED FOR BOARD \_\_\_\_\_ Date 9/12/12  
SUBMISSION: Assistant Superintendent, Human Resources \_\_\_\_\_ Board Approval Date \_\_\_\_\_

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 24th day of August, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and TNT Dunk Squad (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing \_\_\_\_\_, through \_\_\_\_\_, inclusive; or, services shall be provided on the following dates September 14, 2012.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$1,250.00 (PTA to pay directly) for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Motivational fitness assembly; 2 man acrobatic slam dunk show!

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Extended School Services Date 9/5/12  
Consultant/Lecturer/Presenter Name Edgar Sandoval Soc Sec No SS # Secure  
Name of Firm or Business US Border Patrol Agent Taxpayer ID No (for 1099) \_\_\_\_\_  
Address \_\_\_\_\_  
Background and qualifications of Consultant/Lecturer/Presenter Border Patrol Agent will present for ESS Program at LPMS

| Program to be charged | Fund | Sub | Resource | Sub | Goal | Function | Object | Sub | School | Loc | Split % | Split \$ |
|-----------------------|------|-----|----------|-----|------|----------|--------|-----|--------|-----|---------|----------|
|                       |      |     |          |     |      |          |        | 8   |        |     |         |          |

☐ Consultant ☒ Lecturer/Presenter Edgar Sandoval Date 9/5/12  
Signature, Principal or Department Head Karen Miller Date 9/10/12  
Additional Approval (if needed) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Assistant Superintendent \_\_\_\_\_ Date \_\_\_\_\_  
APPROVED FOR BOARD SUBMISSION: W. Bender Date 9/12/12 Board Approval Date \_\_\_\_\_  
Assistant Superintendent, Human Resources

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 5th day of September, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Edgar Sandoval (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing September 25, 2012, through September 25, 2012 inclusive; or, services shall be provided on the following dates \_\_\_\_\_.
- COMPENSATION.** The District agrees to pay Contractor the amount of n/a for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.  
Conduct a presentation for LPMS ESS program students (7<sup>th</sup> and 8<sup>th</sup>) from 4:00pm-5:00pm.



**MINUTES  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR MEETING: September 4, 2012**

The meeting was called to order at 6:33 p.m. at the Education Service Center by the President, Mr. Baber.

**CALL TO ORDER**

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

**ESTABLISHMENT OF  
QUORUM**

Board members absent: None

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

**CLOSED SESSION**

**CLOSED SESSION**

At 6:34 p.m. the President called for a closed session to conference with legal counsel regarding anticipated litigation (2 cases).

Board members Baber, Duff, Halgren and Winet; the Superintendent; Assistant Superintendents Human Resources and Learning Support; Attorney Daniel Shinoff, Stutz Artiano Shinoff & Holtz; and Lisa Jensen, S.D. County Office of Education JPA, adjourned to the session, which was held in the Boardroom.

The President adjourned the closed session at 6:59 p.m.

The President reconvened the meeting at 7:05. p.m.

**REGULAR MEETING**

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

**ESTABLISHMENT OF  
QUORUM**

Board members absent: None

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

The President led the Pledge of Allegiance to the Flag.

**PLEDGE OF  
ALLEGIANCE**

It was moved by Turner, seconded by Halgren, and carried unanimously to approve the minutes of the regular meeting of August 21, 2012 as presented.

**MINUTES  
Approved as presented**

**COMMUNICATIONS**

**COMMUNICATIONS**

Information from San Diego County Taxpayers Association regarding *Alternative Funding Methods for School District General Obligation Bonds*

Materials from S.D. Co. Taxpayers Association

2011-12 Unaudited Actuals Financial Report

Unaudited Actuals Report

San Diego County Taxpayers Association PowerPoint on *School Bond Financing*

S.D. Co. Taxpayers Assn. PowerPoint

2011-12 Unaudited Actuals PowerPoint

Memo from the Superintendent regarding Emergency Work at the Operations Center

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding Middle School Performing Arts

#### AGENDA

It was moved by Turner, seconded by Halgren, and carried unanimously to approve the agenda as revised and move Item R-1 (S.D. County Taxpayers' Assn. Presentation) to approximately 7:30 p.m. in order to accommodate the S.D. County Taxpayers' Assn. representative who was expected to arrive at that time.

#### HEARING SESSION

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

Monica Fernandez, DAC Chair, introduced herself to the Board. She stated she will work to increase representation from the schools and invited the Board to DAC meetings.

Jennifer Bradford, President, Teachers Association, announced the passing of Proposition 30 would have a positive financial impact on the District. She distributed a copy of a proposed resolution and encouraged the Board to publicly support Proposition 30 by placing it on the next agenda.

Jay Steiger, District parent, announced that he is concerned that there will possibly be additional budget cuts on top of other cuts and encouraged the Board's support regarding Propositions 30 and 38.

It was moved by Turner, seconded by Duff, and carried unanimously to move Business and Human Resources items prior to the R-1 Report.

#### NEW BUSINESS

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

Ratification of Purchase Orders G040579 through G40748 totaling \$286,071.28

Warrants August 9 through August 20, 2012 totaling \$367,195.73

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

Unaudited Actuals PPT

B. Marshall, Supt.  
Emer. Work at Op. Center

K. Walker, Asst. Supt., LS  
MS Performing Arts

#### AGENDA

Approved as revised

#### HEARING

M. Fernandez, DAC Chair  
Introduction to Board

J. Bradford, President,  
Teachers Association  
Support of Prop. 30

J. Steiger, District parent  
Support of Props. 30 and 38

#### AGENDA CHANGE

#### NEW BUSINESS

**Consent Calendar**  
Approved as modified

Purchase Orders

Warrants

Revolving Cash Fund  
Reimbursements from the  
General Fund

It was moved by Winet, seconded by Duff, and carried unanimously to reject claim from an attorney representing a parent of a student at Lemon Avenue Elementary School and refer to District's insurance carrier for disposition.

**Claim  
Rejected**

It was moved by Halgren, seconded by Duff, and carried unanimously to reject claim from a parent stating her child was injured in a District bus accident.

**Claim  
Rejected**

It was moved by Halgren, seconded by Turner, and carried unanimously to adopt Resolution 12-13-07, Adopting the Gann Limit.

**Res. 07, Adopting Gann  
Limit  
Adopted**

## **HUMAN RESOURCES RECOMMENDATIONS**

It was moved by Halgren, seconded by Winet, and carried unanimously 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**

## **REPORTS OF OFFICERS OF THE BOARD**

The use of Capital Appreciation Bonds (CABs) as a funding tool for school district General Obligation Bonds has been widely discussed and publicized in the local media. The Board discussed CABs briefly during the meeting of August 21, 2012. Chris Cate, Vice President, San Diego County Taxpayers' Association, discussed Capital Appreciation Bonds and responded clarifying questions.

As part of the action item below, Dan McAllister, S.D. County Treasurer/Tax Collector, identified CAB characteristics and listed suggested guidelines when considering debt financing that includes CABs.

**S.D. County Taxpayers'  
Association Presentation  
regarding Capital  
Appreciation Bonds**

**Dan McAllister, S.D.  
County Treasurer/Tax  
Collector**

President Baber introduced into the record an amended draft policy and the S.D. County Treasurer/Tax Collector's August 21, 2012 letter, attached.

President Baber called on Jerry Lecko, Chair of the District's Citizens' Bond Oversight Committee (CBOC), who was in the audience, and asked his opinion regarding a proposal to put more review on the CBOC. Mr. Lecko was in favor of different eyes reviewing bond financing methods and suggested a presentation similar to the one by the Taxpayers Association be given to the CBOC.

The Board thanked Chris Cate and Dan McAllister for their presentations.

## **REPORTS**

### **NEW BUSINESS (cont.)**

It was moved by Winet, seconded by Duff, and carried unanimously to amend the policy by adding the additional points as suggested by President Baber as follows:

### **NEW BUSINESS (cont.)**

**New Board Policy:  
7214.1, GO Bonds  
& Other Open Market  
Financing Methods  
Adopted**

Under #1: Provide the District Board and voters with additional transparency outlining the financial impact of the “deferred” payment structure of CABs and the future cost implications to taxpayers.

Under #3: Consult with the Treasurer-Tax Collector’s office to review the school district bond resolutions that are to be presented to any San Diego County school district board and County Board of Supervisors prior to submission and approval.

Under #4: Structure a debt repayment ratio for CABs to be no greater than 4:1 such that it does not result in excess ratios being used to finance debt. (See attached guidelines for further direction).

Under #6: Provide written confirmation to the County that “reasonable” assumptions for growth in assessed values have been used to determine the size of the GO bond financing.

Under #8: Prior to any future legislative changes on this matter, provide a written statement signed by the School Board and Superintendent of Record to the County TTC approving the use of CABs for term structures longer than 25 years.

It was moved by Halgren, seconded by Winet, and carried unanimously to change wording in paragraph 3 from “San Diego County school district board and County Board of Supervisors” to “San Diego County Superintendent of Schools” in order to be consistent with Education Code.

Change in Wording

It was moved by Halgren to add wording in Item 10 regarding *...review of the District’s Citizens Bond Oversight Committee* “if one exists.” After discussion, Halgren agreed to withdraw her motion.

It was agreed the policy would be posted to the District website.

#### **REPORTS OF OFFICERS OF THE BOARD (cont.)**

On June 19, 2012, the Board adopted the 2012-13 District budget. At that time the actual revenues and expenditures for 2011-12 were estimated until the fiscal year was closed. Education Code 42100 requires districts to approve the prior year Unaudited Actuals Financial Report. Brian Marshall, Superintendent; and Robyn Adams, Director, Fiscal Services, presented the 2011-12 Unaudited Actuals Financial Report and responded to clarifying questions.

#### **REPORTS (cont.)**

2011-12 Unaudited Actuals  
Financial Report

#### **NEW BUSINESS (cont.)**

It was moved by Winet, seconded by Halgren, and carried unanimously to approve the Unaudited Actuals Financial Report for Fiscal Year 2011-12.

#### **NEW BUSINESS (cont.)**

**2011-12 Unaudited  
Actuals Financial Rpt.**  
Approved

It was moved by Halgren, seconded by Winet, and carried unanimously to adopt Resolution 12-13-08, to Identify the Amount of Budget Reductions Needed in 2013-14 and 2014-15 and to Require that a List of Budget Reductions for 2013-14 be included in the 2012-13 First Interim Report.

**Res. 08, to Identify the  
Amount of Budget  
Reductions**  
Adopted

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

Mrs. Halgren announced that the *La Mesa Courier* is looking for positive stories from the District.

Mr. Baber announced the annual La Mesa Environmental Fair is coming up and requested that the District once again distribute flyers through Extended School Services.

Mr. Baber additionally announced the District/City Joint Use Steering Committee will meet on October 3.

Mr. Winet announced that Board members are excited about the recent test scores accomplished by everyone in the District and recognized not only classified staff and teachers, but also students.

Member Turner announced she celebrates the data and reiterated that staff and students are doing a good job ensuring children's success.

The Superintendent announced that Kevin Gordon and Jerry Gross with the search firm will start to meet with stakeholders to get input on the Assistant Superintendent, Business position and asked any Board member who is interested to contact his office.

At 8:55 p.m. the President announced a recess.

### **CLOSED SESSION**

### **CLOSED SESSION**

At 9:06 p.m. the President called for a closed session to discuss negotiations with LMSV Teachers Association, California School Employees Association (CSEA), and Administrators Association and Other Unrepresented Bargaining Groups.

Board members Baber, Duff, Halgren and Winet; and the Superintendent; Assistant Superintendents Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 9:29 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 18, 2012.

---

Penny Halgren, Clerk of the Board of Education