La Mesa-Spring Valley School District

Board of Education

November 7, 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, November 7, 2012 - 7:00 P.M.

PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

NOTE: Items scheduled for the 5:00 p.m. Board Study Session not concluded by 7:00 p.m. may be continued into the regular meeting.

OPENING PROCEDURE

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

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

- 1. Public Hearing General Matters Regarding Education
- 2. Public Hearing Tentative Agreement Between La Mesa-Spring Valley Teachers Association and the Board of Education (Health & Welfare Benefits)

NEW BUSINESS

HUMAN RESOURCES RECOMMENDATIONS

1. Approval of Tentative Agreement Between La Mesa-Spring Valley Teachers Association and the Board of Education (Health & Welfare Benefits)

Action

HEARING (cont.)

3. Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education (Health & Welfare Benefits)

NEW BUSINESS (cont.)

HUMAN RESOURCES RECOMMENDATIONS

2. Approval of Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education (Health & Welfare Benefits)

Action

REPORTS OF OFFICERS OF THE BOARD

1.	2012	Academi	ic Progress Report	Information
NEW BUSIN	ESS (co	nt.)		
SUPE	ERINTE	NDENT		
	1.	Sched	luling of Board's Organizational Meeting	Action
	2.	Board	Policy Updates	Action
BUSI	NESS S	ERVICE	ES	
	1.	Conse	ent Calendar*	Action
		a.	Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements	
		b.	Acceptance of Work for Completion of the Shade Shelter Replacement at Northmont Elementary School, Bid #FB5-11/12; and Authorization to File Notice of Completion	
		c.	Acceptance of SB 564 Financial Disclosure	
		d.	Approval and Ratification of Travel	
	2.	Appro	oval of Sale of Surplus Items	Action
	3.	San D	orization to Enter into a Third Project Agreement with the Diego County Superintendent of Schools for Industrial Storm Permit Support	Action
	4.	San D	orization to Enter into a Fourth Project Agreement with the Diego County Superintendent of Schools for Municipal Water Program Support	Action
LEAF	RNING S	SUPPOR	RT	
	1.	Accep	otance of Gift –La Mesa Middle School	Action
	2.	Contra	orization to Enter into Expanded Special Education Master acts with Aseltine School, Springall Academy, and The atte for Effective Education	Action

HUMAN RESOURCES RECOMMENDATIONS

3. Standard Human Resources Recommendations Action

4. Authorization to Enter into an Agreement with Grand Canyon University

5. Approval of Administrative Interns

Action

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

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.

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.

PREPARED BY: Claudia Bender

Assistant Superintendent, Human Resources

ITEM NUMBER: H-2 Public Hearing

Tentative Agreement Between the La Mesa-Spring Valley Teachers Association and the Board of Education (Health & Welfare Benefits)

A public hearing on the Tentative Agreement between the La Mesa-Spring Valley Teachers Association and the Board of Education has been scheduled. The purpose of the hearing is to afford members of the community an opportunity to respond to the Tentative Agreement reached on health and welfare benefits. Copies of the Tentative Agreement have been made available to the public.

As a result of the negotiations process, a Tentative Agreement has been approved by the La Mesa-Spring Valley Teachers Association bargaining team and ratified by the La Mesa-Spring Valley Teachers Association.

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.

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PREPARED BY: Claudia Bender

Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations

Action Item

Approval of Tentative Agreement Between the La Mesa-Spring Valley Teachers Association and the Board of Education (Health & Welfare

Benefits)

In compliance with California Government Code Section 3547.5, information regarding a Tentative Agreement between the Board of Education and the La Mesa-Spring Valley Teachers Association was made available to the public.

Negotiations recently concluded with the La Mesa-Spring Valley Teachers Association. As a result of that process, the <u>attached</u> Tentative Agreement has been approved by the La Mesa-Spring Valley Teachers Association bargaining team and ratified by the membership.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the <u>attached</u> Tentative Agreement as presented.

Tentative Agreement

LMSVTA and LMSV School District

September 27, 2012

Article 5.0: Employee Benefits

The La Mesa-Spring Valley Teachers Association and the La Mesa-Spring Valley School District met and negotiated the following based on recommendations from the Health Insurance Committee:

- 1. The District agrees to maintain the current medical, dental and life insurance benefits program.
- 2. The District's medical health benefits provider for 2013 will continue to be the Voluntary Employees Benefits Association (VEBA) with the option of Kaiser, UnitedHealthcare or SIMNSA Plans.
- Pursuant to VEBA requirements, the District will offer one Kaiser Plan, commonly referred to as the Kaiser 15 Plan. The District will pay 100 percent (100%) of the Employee Only cost and 30 percent (30%) of the additional costs for dependent coverage. See Exhibit E.
- 4. UnitedHealthcare Package A will continue to be offered. The District will pay 100 percent (100%) of the Employee Only cost for Network 1 and 30 percent (30%) of the additional costs for dependent coverage for Network 1. The District's contribution for Networks 2 and 3 will be the same dollar contribution as the District pays for Network 1. See Exhibit F.
- The District will offer SIMNSA, an across-the-border health plan option. The District will pay 100
 percent (100%) of the Employee Only cost and 30 percent (30%) of the additional costs for
 dependent coverage. See Exhibit G.
- Current dental, voluntary vision, and life insurance plans will remain in effect for 2013. See Exhibit D.

7. All current agreements regarding the choice to opt-out of health benefits, with proof of alternate health insurance, will remain in effect. All employees currently enrolled in the opt-out program will receive an incentive payment of \$80.00 per month on a tenthly basis.

Byron Lindsay, Chief Negotiator, LMSVTA

Date

Claudia Bender, Assistant Superintendent, Human Resources

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La Mesa-Spring Valley School District VEBA-KAISER MEDICAL PLAN QUOTE / OPTION FOR ALL EMPLOYEES January 1, 2013

	<u>EXPIRING</u> DUAL	RENEWAL PLAN		
BENEFITS / PLAN	Current/Expiring - Premier	Current/Expiring - Standard	KAISER 15	
Out-of-Pocket Maximum/YR Hospital	\$1,500/\$3,000	\$1,500/\$3,000	\$1,500/\$3,000	
In-Patient	No Charge	\$100 / Admission	No Charge	
Out-Patient	\$5 copay	\$50 copay	\$15 copay	
Emergency Room	\$35 Copay	\$50 Copay	\$50 Copay	
Urgent Care Facility	\$5 copay	\$15 Copay	\$15 Copay	
Physician Office Visit	\$5 copay	\$15 Copay	\$15 Copay	
Lab/X-Ray	No Charge	No Charge	No Charge	
Complex Radiology (CT, MRI, SPECT, MUGA & PET)	No Charge	No Charge	No Charge	
Surgery	No Charge	No Charge	No Charge	
Chiropractic	\$10 Copay up to 30 visits	\$10 Copay up to 30 visits	\$20 copay-Unlimited	
Rx Card	(up to 100 day supply)	(up to 30 day supply)	(up to 100 day supply)	
Generic (Formulary)	\$5 Copay	\$10 Copay	\$10 Copay	
Brand (Formulary)	\$5 Copay	\$30 Copay	\$10 Copay	
Generic Or Brand (Non-For)	Not Covered without prior approval	Not Covered without prior approval	Not Covered without prior approva	
Mail Order	\$5/\$5 (up to 100 day supply)	\$20/\$60 (up to 100 day supply)	\$10/\$10 (up to 100 day supply)	

Tenthly Rates - Actives	Current / Expiring 10thly Rates - Actives	Current / Expiring 10thly Rates - Actives	Renewal 10thly Rates
Employee Only	\$605.19	\$527.53	\$606.33
EE + Spouse	\$1,210.38	\$1,055.06	\$1,198.58
EE + Child(ren)	\$1,022.76	\$891.53	\$1,014.84
EE + Spouse & Child(ren)	\$1,664.27	\$1,450.71	\$1,642.91

Tenthly Medical Deductions	Current / Expiring 10thly Deductions	Current / Expiring 10thly Deductions	Renewal 10thly Deductions
Employee Only	\$77.66	\$0.00	\$0.00
EE + Spouse	\$524.59	\$369.27	\$414.58
EE + Child(ren)	\$386.03	\$254.80	\$285.96
EE + Spouse & Child(ren)	\$859.79	\$646.23	\$725.61

This summary is merely a brief description of the major benefits of the plans and is not intended to alter or expand benefits rights or liabilities as set forth in the official p. Coverage for details.

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La Mesa-Spring Valley School District UHC HMO MEDICAL PLAN RENEWAL FOR ALL EMPLOYEES <u>January 1, 2013</u>

	CURRENT - UNITED HEALTHCARE-PACKAGE A			
BENEFITS	Network 1	Network 2	Network 3	
Physician Office Visit	\$10 Copay	\$20 Copay	\$35 Copay	
Lab/X-Ray	No Charge	No Charge	No Charge	
Routine Physicals	No Charge	No Charge	No Charge	
Urgent Care - Your Medical Group	\$10 Copay	\$20 Copay	\$35 Copay	
Urgent Care - Other Medical Group	\$50 Copay	\$50 Copay	\$50 Copay	
Surgeon	No Charge	No Charge	No Charge	
Chiropractic	\$10 Copay	\$20 Copay	\$30 Copay	
Hospital	34405040 50000 440 94 5			
In-Patient	No Charge	No Charge	\$250 / Admit	
Out-Patient	No Charge	No Charge	No Charge	
Emergency Room (copay	\$100 Copay	\$100 Copay	\$200 Copay	
waived if admitted)				
Out-of-Pocket Max/YR	\$3,000/\$6,000	\$3,000/\$6,000	\$3,000/\$6,000	
Rx Card (30 Day at retail)	A STATE OF THE STA		3-1	
Generic (Formulary)	\$3 Copay	\$5 Copay	\$10 Copay	
Brand (Formulary)	\$20 Copay (1)	\$25 Copay (1)	\$25 Copay (1)	
Generic or Brand (Non-Formulary)	50%-up to \$125 ⁽¹⁾	50%-up to \$125 ⁽¹⁾	50%-up to \$125 ⁽¹⁾	
Mail Order (up to 90 Days)	\$6/\$40/50%-to \$250 ⁽¹⁾	\$10/\$50/50%-to \$250 ⁽¹⁾	\$20/\$50/50%-to \$250 ⁽¹⁾	

Tenthly Rates-Actives - 2013	Tenthly Renewal Rates - 2013		
Employee Only	\$625.80	\$802.30	\$924.72
EE + Spouse	\$1,274.78	\$1,674.94	\$1,894.16
EE + Child(ren)	\$992.35	\$1,284.91	\$1,476.24
EE + Spouse & Child(ren)	\$1,793.00	\$2,320.22	\$2,668.61

10thly Medical Deductions - 2013	Te	enthly Renewal Deductions - 20	013
Employee Only	\$0.00	\$176.50	\$298.92
EE + Spouse	\$454.29	\$827.45	\$1,073.67
EE + Child(ren)	\$256.59	\$549.15	\$740.48
EE + Spouse & Child(ren)	\$817.04	\$1,344.26	\$1,692.65

This summary is merely a brief description of the major benefits of the plans and is not intended to alter or expand benefits rights or liabilities as set forth in the official plan documents or contracts.

#Negotiation MtgsW3 2013 Kaiser & UHC HMO Benefit Plan optionsUHC HMO Pkg A

⁽¹⁾ Preferred Generic Program. A generic drug will always be dispensed if one is available. If you purchase a brand-name drug or a compound drug with a brand component when a generic alternative is available, you will pay the generic co-payment plus the difference in cost between the brand and the generic, even if your doctor writes "dispense as written" (DAW) on the prescription.

SIMNSA HMO Plan Overview

(Sistemas Medicos Nacionales, S.A. de C.V.) is California's first licensed HMO plan authorized to contract with California employers to provide health benefits and services in Mexico. The plan:

- Provides employees with a very affordable and culturally sensitive across-the-border health plan option
- Is licensed by the California Department of Managed Health Care, subject to Knox-Keene Act
- Requires that routine services must be received in Mexico while emergency and urgent care services are covered anywhere in the world
- · Has medical centers in Tijuana, Mexicali and Tecate
- Is subject to Health Care Reform mandates including no copays for extensive list of preventive care services
- Includes all other VEBA benefits (Best Doctors, EAP, Wellness Programs)

Who Can Join

Employees and their eligible dependents who live in San Diego county or Tijuana and meet the following definition of "Mexican National" may enroll in the SIMNSA HMO plan,

- · A person born in Mexico
- · A person born in another country with a Mexican father or a Mexican mother, or both
- A foreign woman or man who marries a Mexican man or woman and lives in Mexico
- · A foreigner who becomes naturalized in Mexico

SIMNSA Website

Please visit www.simnsa.com for more information, including:

- List of Providers
- Benefits Summary
- · Evidence of Coverage
- Wellness Information
- Forms

Benefits Summary

SIMNSA Benefits	Employee Copays
Out-Of-Pocket Maximum (individual/family)	None
PCP Office Visit	\$5 copay
Urgent Care (SIMNSA network/non-SIMNSA network)	\$25 copay/\$50 copay
Emergency Room (SIMNSA network/non-SIMNSA network)	\$25 copay/\$100 copay
Laboratory and Radiology (standard procedures)	No charge
Inpatient Hospital Care	No charge
Outpatient Surgery	No charge
Prescription Drugs (only available at SIMNSA pharmacies)	\$5 copay

Monthly Rates

Includes Chiropractic and EAP benefits

Tenthly	2013
Single	\$ 222.13
2 Party	\$ 388.62
Family	\$ 569.46

Monthly	2013
Single	\$ 185.11
2 Party	\$ 323.85
Family	\$ 474.55



LA MESA-SPRING VALLEY SCHOOL DISTRICT

2013 PREMIUM-CONTRIBUTION SUMMARY			ANCILLARY			
	ACTIVE EMPLOYEES					
	EMPLOYEE ONLY	EMPLOYEE & SPOUSE/DP	EMPLOYEE & CHILD(REN)	EMPLOYEE & FAMILY	ANNUAL TOTAL	%
DELTA DENTAL PPO						
Enrollment	670	122	120	113	1,025	94%
Tenthly Premiums (N/C)	\$59.36	\$118.72	\$103.88	\$163.24	\$ 851,668	
Distict Contribution	\$59.36	\$59.36	\$59.36	\$59.36	\$ 608,440	
Employee Deductions	\$0.00	\$59.36	\$44.52	\$103.88	\$ 243,228	
METLIFE DHMO						
Enrollment	27	13	9	21	70	6%
Tenthly Premiums (+4%)	\$22.43	\$42.62	\$44.87	\$63.92	\$ 29,058	
Distict Contribution	\$22.43	\$22.43	\$22.43	\$22.43	\$ 15,701	
Employee Deductions	\$0.00	\$20.19	\$22.44	\$41.49	\$ 13,357	
DENTAL TOTAL DISTRICT C	ONTRIBUTION				\$ 624,141	
STANDARD LIFE INS	RATE	ENROLLMENT				
Management	\$19.32	36			\$ 6,955	
All Other Actives	\$6.58	1,071			\$ 70,472	
Mgmt. Retirees	\$22.13	8			\$ 1,770	
LIFE TOTAL					\$ 79,197	
TOTAL DISTRICT CONTRIB	171011					
TOTAL DISTRICT CONTRIBU	ITION				\$ 703,338	



Insure your success
CA insurance Lic 0C03950

PREPARED BY: Claudia Bender

Assistant Superintendent, Human Resources

ITEM NUMBER: H-3 Public Hearing

Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education (Health & Welfare

Benefits)

A public hearing on the Tentative Agreement between the Classified School Employees Association (CSEA), Chapter 419, and the Board of Education has been scheduled. The purpose of the hearing is to afford members of the community an opportunity to respond to the Tentative Agreement reached on health and welfare benefits. Copies of the Tentative Agreement have been made available to the public.

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

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

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PREPARED BY: Claudia Bender

Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations

Action Item

Approval of Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education (Health &

Welfare Benefits)

In compliance with California Government Code Section 3547.5, information regarding a Tentative Agreement between the Board of Education and the California School Employees Association (CSEA), Chapter 419, was made available to the public.

Negotiations recently concluded with the California School Employees Association (CSEA), Chapter 419. As a result of that process, the <u>attached</u> Tentative Agreement has been approved by the CSEA bargaining team and ratified by the membership.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the <u>attached</u> Tentative Agreement as presented.

Tentative Agreement

CSEA Chapter 419 and La Mesa-Spring Valley School District

September 28, 2012

Article 9.0: Health and Welfare Benefits

The California School Employees Association (CSEA) Chapter 419 and the La Mesa-Spring Valley School District met and negotiated the following based on recommendations from the Health Insurance Committee:

- 1. The District's medical health benefits provider for 2013 will continue to be the Voluntary Employees Benefits Association (VEBA) with the option of Kaiser, UnitedHealthcare or SIMNSA Plans.
- 2. Pursuant to VEBA requirements, the District will offer one Kaiser Plan, commonly referred to as the Kaiser 15 Plan. The District will pay 100 percent (100%) of the Employee Only cost and 30 percent (30%) of the additional costs for dependent coverage. See Exhibit E.
- 3. UnitedHealthcare Package A will continue to be offered. The District will pay 100 percent (100%) of the Employee Only cost for Network 1 and 30 percent (30%) of the additional costs for dependent coverage for Network 1. The District's contribution for Networks 2 and 3 will be the same dollar contribution as the District pays for Network 1. See Exhibit F.
- The District will offer SIMNSA, an across-the-border health plan option. The District will pay 100
 percent (100%) of the Employee Only cost and 30 percent (30%) of the additional costs for
 dependent coverage. See Exhibit G.
- Current dental, voluntary vision, and life insurance plans will remain in effect for 2013. See Exhibit D.
- 6. All current agreements regarding the choice to opt-out of health benefits, with proof of alternate health insurance, will remain in effect. All employees currently enrolled in the opt-out program will receive an incentive payment of \$80.00 per month on a tenthly basis.

Alex Vallejo, President, CSEA Chapter 419

Chris Swanson, Labor Relations Representative, CSEA

Alex Vallejo, President, CSEA Chapter 419

Q-28-12

Date

Q-28-12

Date

Q-28-12

Date

Q-38-30013

Date

Q-28-12

Date

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La Mesa-Spring Valley School District VEBA-KAISER MEDICAL PLAN QUOTE / OPTION FOR ALL EMPLOYEES January 1, 2013

	EXPIRING DUAL	RENEWAL PLAN		
BENEFITS / PLAN	Current/Expiring - Premier	Current/Expiring - Standard	KAISER 15	
Out-of-Pocket Maximum/YR Hospital	\$1,500/\$3,000	\$1,500/\$3,000	\$1,500/\$3,000	
In-Patient	No Charge	\$100 / Admission	No Charge	
Out-Patient	\$5 copay	\$50 copay	\$15 copay	
Emergency Room	\$35 Copay	\$50 Copay	\$50 Copay	
Urgent Care Facility	\$5 copay	\$15 Copay	\$15 Copay	
Physician Office Visit	\$5 copay	\$15 Copay	\$15 Copay	
Lab/X-Ray	No Charge	No Charge	No Charge	
Complex Radiology (CT, MRI, SPECT, MUGA & PET)	No Charge	No Charge	No Charge	
Surgery	No Charge	No Charge	No Charge	
Chiropractic	\$10 Copay up to 30 visits	\$10 Copay up to 30 visits	\$20 copay-Unlimited	
Rx Card	(up to 100 day supply)	(up to 30 day supply)	(up to 100 day supply)	
Generic (Formulary)	\$5 Copay	\$10 Copay	\$10 Copay	
Brand (Formulary)	\$5 Copay	\$30 Copay	\$10 Copay	
Generic Or Brand (Non-For)	Not Covered without prior approval	Not Covered without prior approval	Not Covered without prior approva	
Mail Order	\$5/\$5 (up to 100 day supply)	\$20/\$60 (up to 100 day supply)	\$10/\$10 (up to 100 day supply)	

Tenthly Rates - Actives	Current / Expiring 10thly Rates - Actives	Current / Expiring 10thly Rates - Actives	Renewal 10thly Rates	
Employee Only	\$605.19	\$527.53	\$606.33	
EE + Spouse	\$1,210.38	\$1,055.06	\$1,198.58	
EE + Child(ren)	\$1,022.76	\$891.53	\$1,014.84	
EE + Spouse & Child(ren)	\$1,664.27	\$1,450.71	\$1,642.91	

Tenthly Medical Deductions	Current / Expiring 10thly Deductions	Current / Expiring 10thly Deductions	Renewal 10thly Deductions	
Employee Only	\$77.66	\$0.00	\$0.00	
EE + Spouse	\$524.59	\$369.27	\$414.58	
EE + Child(ren)	\$386.03	\$254.80	\$285.96	
EE + Spouse & Child(ren)	\$859.79	\$646.23	\$725.61	

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La Mesa-Spring Valley School District UHC HMO MEDICAL PLAN RENEWAL FOR ALL EMPLOYEES <u>January 1, 2013</u>

CURRENT - UNITED HEALTHCARE-PACKAGE A			
Network 1	Network 2	Network 3	
\$10 Copay	\$20 Copay	\$35 Copay	
No Charge	No Charge	No Charge	
No Charge	No Charge	No Charge	
\$10 Copay	\$20 Copay	\$35 Copay	
\$50 Copay	\$50 Copay	\$50 Copay	
No Charge	No Charge	No Charge	
\$10 Copay	\$20 Copay	\$30 Copay	
		770.5	
No Charge	No Charge	\$250 / Admit	
No Charge	No Charge	No Charge	
\$100 Copay	\$100 Copay	\$200 Copay	
		0-000000000000000000000000000000000000	
\$3,000/\$6,000	\$3,000/\$6,000	\$3,000/\$6,000	
70 12 12	n 2 2 3 3 3 3	30 10 3 5 5 5	
\$3 Copay	\$5 Copay	\$10 Copay	
\$20 Copay (1)	\$25 Copay (1)	\$25 Copay (1)	
50%-up to \$125 ⁽¹⁾	50%-up to \$125 ⁽¹⁾	50%-up to \$125 ⁽¹⁾	
\$6/\$40/50%-to \$250 ⁽¹⁾	\$10/\$50/50%-to \$250 ⁽¹⁾	\$20/\$50/50%-to \$250(1)	
	Network 1 \$10 Copay No Charge No Charge \$10 Copay \$50 Copay No Charge \$10 Copay No Charge No Charge \$100 Copay \$3,000/\$6,000 \$3 Copay \$20 Copay (1) 50%-up to \$125(1)	Network 1	

Tenthly Rates-Actives - 2013		Tenthly Renewal Rates - 2013	
Employee Only	\$625.80	\$802.30	\$924.72
EE + Spouse	\$1,274.78	\$1,674.94	\$1,894,16
EE + Child(ren)	\$992.35	\$1,284.91	\$1,476.24
EE + Spouse & Child(ren)	\$1,793.00	\$2,320.22	\$2,668.61

10thly Medical Deductions - 2013	Te	enthly Renewal Deductions - 20	013
Employee Only	\$0.00	\$176.50	\$298.92
EE + Spouse	\$454.29	\$827.45	\$1,073.67
EE + Child(ren)	\$256.59	\$549.15	\$740.48
EE + Spouse & Child(ren)	\$817.04	\$1,344.26	\$1,692.65

This summary is merely a brief description of the major benefits of the plans and is not intended to alter or expand benefits rights or liabilities as set forth in the official plan documents or contracts.

#Wegotiation MtgsW3 2013 Kaiser & UHC HMO Benefit Plan optionsUHC HMO Pkg A

⁽¹⁾ Preferred Generic Program. A generic drug will always be dispensed if one is available. If you purchase a brand-name drug or a compound drug with a brand component when a generic alternative is available, you will pay the generic co-payment plus the difference in cost between the brand and the generic, even if your doctor writes "dispense as written" (DAW) on the prescription.

SIMNSA HMO Plan Overview

(Sistemas Medicos Nacionales, S.A. de C.V.) is California's first licensed HMO plan authorized to contract with California employers to provide health benefits and services in Mexico. The plan:

- Provides employees with a very affordable and culturally sensitive across-the-border health plan option
- Is licensed by the California Department of Managed Health Care, subject to Knox-Keene Act
- Requires that routine services must be received in Mexico while emergency and urgent care services are covered anywhere in the world
- Has medical centers in Tijuana, Mexicali and Tecate
- Is subject to Health Care Reform mandates including no copays for extensive list of preventive care services
- Includes all other VEBA benefits (Best Doctors, EAP, Wellness Programs)

Who Can Join

Employees and their eligible dependents who live in San Diego county or Tijuana and meet the following definition of "Mexican National" may enroll in the SIMNSA HMO plan,

- · A person born in Mexico
- A person born in another country with a Mexican father or a Mexican mother, or both
- A foreign woman or man who marries a Mexican man or woman and lives in Mexico
- A foreigner who becomes naturalized in Mexico

SIMNSA Website

Please visit www.simnsa.com for more information, including:

- List of Providers
- Benefits Summary
- · Evidence of Coverage
- Wellness Information
- Forms

Benefits Summary

SIMNSA Benefits	Employee Copays
Out-Of-Pocket Maximum (individual/family)	None
PCP Office Visit	\$5 copay
Urgent Care (SIMNSA network/non-SIMNSA network)	\$25 copay/\$50 copay
Emergency Room (SIMNSA network/non-SIMNSA network)	\$25 copay/\$100 copay
Laboratory and Radiology (standard procedures)	No charge
Inpatient Hospital Care	No charge
Outpatient Surgery	No charge
Prescription Drugs (only available at SIMNSA pharmacies)	\$5 copay

Monthly Rates

Includes Chiropractic and EAP benefits

Tenthly	2013
Single	\$ 222.13
2 Party	\$ 388.62
Family	\$ 569.46

Monthly	2013
Single	\$ 185.11
2 Party	\$ 323.85
Family	\$ 474.55



LA MESA-SPRING VALLEY SCHOOL DISTRICT

2013 PREMIUM-CONTRIBUTION SUMMARY ANCILLARY **ACTIVE EMPLOYEES EMPLOYEE EMPLOYEE & EMPLOYEE & EMPLOYEE &** ANNUAL ONLY SPOUSE/DP CHILD(REN) **FAMILY** TOTAL % **DELTA DENTAL PPO** Enrollment 670 122 120 113 1,025 94% Tenthly Premiums (N/C) \$59.36 \$118.72 \$103.88 \$163.24 \$ 851,668 Distict Contribution \$59.36 \$59.36 \$59.36 \$59.36 \$ 608,440 **Employee Deductions** \$0.00 \$59.36 \$44.52 \$103.88 243,228 METLIFE DHMO Enrollment 27 13 9 21 70 6% Tenthly Premiums (+4%) \$22.43 \$42.62 \$44.87 \$63.92 29,058 **Distict Contribution** \$22.43 \$22.43 \$22.43 \$22.43 \$ 15,701 **Employee Deductions** \$0.00 \$20.19 \$22.44 \$41.49 \$ 13,357 DENTAL TOTAL DISTRICT CONTRIBUTION \$ 624,141 STANDARD LIFE INS RATE ENROLLMENT Management \$19.32 36 \$ 6,955 All Other Actives \$6.58 1,071 \$ 70,472 Mgmt. Retirees \$22.13 8 \$ 1,770 LIFE TOTAL \$ 79,197 TOTAL DISTRICT CONTRIBUTION \$ 703,338





PREPARED BY: Karen Walker, Ed.D.

Assistant Superintendent, Learning Support

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

2012 Academic Progress Report

A key component of the California Public Schools Accountability Act of 1999 (PSAA) and the Federal No Child Left Behind Act of 2001 (NCLB) is standardized testing in grades 2-8. In late April and May 2012 all 2nd – 8th-grade students enrolled in La Mesa-Spring Valley schools participated in the California Standardized Testing and Reporting programs (STAR). The STAR program includes the California Standards Test (CST), California Alternate Performance Assessment (CAPA), California Modified Assessment (CMA), and the Standards Test in Spanish (STS).

STAR results provide individual student reports that indicate a student's performance on grade-level standards (advanced, proficient, basic, below basic, far below basic) on the CST, CAPA, CMA, and STS. Aggregated scores are also reported at the District, school and grade level. Each level receives reports detailing student performance in each area tested.

The PSAA then requires all school data be transformed into an Academic Performance Index score (API). In addition NCLB requires all schools receiving federal Title I funds meet Adequate Yearly Progress (AYP) targets. AYP includes several Annual Measurable Objectives (AMO's). These apply to the whole school as well as any significant subgroup. AMOs for the 2011-2012 year include:

- 78.4% of students tested must score proficient or advanced in English/language arts;
- 79.0% of students tested must score proficient or advanced in math;
- 95% of total student enrollment and every significant subgroup must be tested; and
- Schools must meet their API growth or be above the API status bar of 740

Karen Walker, Assistant Superintendent, Learning Support will present the components of the Accountability Progress Report, as well as update the Board on the District and school Program Improvement status and respond to clarifying questions.

PREPARED BY: Brian Marshall

Superintendent

ITEM NUMBER: S-1 New Business

Scheduling of Board's Organizational Meeting

In accordance with Education Code Sections 35143 and 72125, it is necessary to establish the date of the annual organizational meeting for 2012 between December 7 and December 21, inclusive. At this meeting several routine items are acted upon; e.g., election of President, Vice President, and Clerk. The schedule of Board meetings, January 2013 through December 2013, is also approved at this meeting.

ADMINISTRATIVE RECOMMENDATION

It is recommended the 2012 annual organizational meeting be scheduled for Tuesday, December 11 at 7:00 p.m. in the Boardroom at the Warren T. Hogarth Education Service Center, 4750 Date Avenue, La Mesa.

PREPARED BY: Brian Marshall

Superintendent

ITEM NUMBER: S-2 New Business

Action Item

Adoption of Board Policy Updates

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

ADMINISTRATIVE RECOMMENDATION

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

Board Policy Comparisons November 2012

Delete	Add	Significant Changes
	BP/AR 3511.1	Integrated Waste Management
	(BP/AR revised)	Updated policy and regulation reflect NEW LAW (AB 341, 2011)
		which requires schools that generate more than four cubic yards of
		solid waste per week to arrange for recycling services in accordance
		with law. Policy also references resources available through the
		California Department of Resources Recycling and Recovery
		(CalRecycle), links integrated waste management to broader goal of
		green school operations, and adds language related to program
		monitoring and evaluation.
	AR 3550	Food Service/Child Nutrition Program
	(AR revised)	Updated regulation reflects NEW FEDERAL REGULATIONS
		(77 Fed. Reg. 17) which revise the nutrition standards for the
		National School Lunch and Breakfast Program. Regulation also
		deletes separate item prohibiting artificial trans fat since the new
		federal regulations now include this prohibition, and deletes the
		state's Shaping Health as Partners in Education (SHAPE) menu
		planning option as an alternative based on U.S. Department of
		Agriculture action to disallow this option. Section on nutrition
		standards for foods and beverages sold outside the reimbursable
		meal programs deleted; BP/AR 3554 - Other Food Sales addresses
		sales of competitive foods. Section on "Drinking Water" expanded
		to include recommendations from the California Department of
		Education (CDE) for satisfying legal requirement to provide free
		drinking water during meal service.
	BP 4111/	Recruitment and Selection
	4211/4311	Updated policy reflects NEW COURT DECISION which found
	(BP revised)	that districts could be vicariously liable for negligence of
		administrators and supervisors in hiring, training, and supervising.
		Policy also revised to update board philosophical statement.
	AR 4112.6/	Personnel Files
	4212.6/4312.6	Updated, reorganized regulation reflects law giving districts the
	(AR revised)	authority to refuse to disclose personnel records when doing so
		would constitute an unwarranted invasion of privacy, and reflects
		NEW COURT DECISION which found that the public's right to
		know outweighed an employee's right to privacy in cases of
		"substantial" and "well-founded" complaints against public
		employees. Regulation also clarifies which laws and district
		regulation address maintenance and access to personnel files for
		district police or security officers and adds language re: retention of
		personnel records.
	BP 4119.1/	Civil and Legal Rights
	4219.1/4319.1	Updated policy reflects NEW COURT DECISION which held
	(BP revised)	that supervisors with authority to take personnel actions may be
		held liable for their acts of retaliation against employees who
		disclose improper governmental action, and adds statement about
		the right of an employee to seek civil law remedies against the
		supervisor or administrator who retaliated or attempted to retaliate
		against him/her. Policy also revised to reflect law providing that an
		employee is not protected against liability if his/her misconduct

1	
	occurred during background investigations or other actions
	involved in the employee's hiring.
BP 4119.21/	Professional Standards
4219.21/4319.21	Updated, reorganized policy clarifies expectations for appropriate
(BP revised)	employee conduct and expands list of prohibited conduct. Material
	addressing discipline adds the possibility of report to the
	Commission on Teacher Credentialing (CTC) or referral to law
	enforcement, and provides that an employee who has knowledge of
DD 4110 41/	misconduct but fails to report it also may be subject to discipline.
BP 4119.41/ 4219.41/4319.41	Employees with Infectious Disease Updated policy adds board philosophical statement, definitions of
(BP revised)	infectious and communicable infectious disease, legal requirement
(DI ICVISCO)	for job applicants to provide evidence that they are free of
	communicable disease prior to beginning employment, new
	material on disease prevention and on addressing communicable
	disease outbreaks in the district's emergency preparedness plan, and
	legal requirement to report communicable infectious disease to
	local health officer. Material re: reasonable accommodation revised
	for consistency with AR 4032 - Reasonable Accommodation.
BP/AR 4121	Temporary/Substitute Personnel
(BP added, AR	New policy contains material formerly in AR that reflects
revised)	requirements for board action. Policy also reflects (1) NEW
	COURT DECISION which clarifies that the number of temporary
	teachers cannot exceed the total number of employees on leave at
	any one time and that a district is not required to grant probationary
	status to an employee based solely on the fact that he/she served as
	a temporary employee for more than one year, (2) NEW COURT
	DECISION which held that an employee in a categorically funded
	program cannot be terminated through procedures applicable to
	temporary employees if the employee is being terminated before the
	end of the contract between the district and agency providing
	categorical funds, and (3) NEW COURT DECISION which
	determined that June 30 is the date by which temporary employees
	must be notified of the district's decision not to reelect them for the following school year. Section on "Salary and Benefits" updated to
	reflect NEW LAW (AB 501, 2011) which allows all public school
	employees, including substitute and temporary employees, to be
	represented by a bargaining unit. Updated regulation reflects NEW
	COURT DECISION which held that temporary athletic team
	coaches may be an exception to the classification notice
	requirement because their temporary status is expressly stated in
	law. Regulation also adds requirement to notify substitute
	employees about their eligibility for the retirement plan and reflects
	restrictions in the assignment of persons holding emergency
	substitute teaching permits.
BP/AR 4154/	Health and Welfare Benefits
4254/4354	Updated policy and regulation delete material related to temporary
(BP/AR revised)	premium subsidies for COBRA/Cal-COBRA for "assistance
	eligible individuals" who were involuntarily terminated, as the date
	for program eligibility has now passed. Policy also reflects the
	federal Patient Protection and Affordable Care Act which prohibits
	employers from providing higher benefits to "highly compensated"
	individuals, as defined. Regulation also reflects legal requirement
	that an eligible retiree or surviving spouse may be denied the
	opportunity to enroll for benefits if he/she does not do so within 30

		days of losing active coverage, and reflects change of age at which
		person ceases to be a "dependent child" for purposes of eligibility
		for COBRA/Cal-COBRA.
	E 4210 21	Professional Standards
	E 4319.21	
	(E revised)	Updated exhibit reproduces the entire California Professional
		Standards for Educational Leaders, as issued by the California
		School Leadership Academy at WestEd and the Association of
		California School Administrators.
	BP/AR 5117	Interdistrict Attendance
	(BP/AR revised)	Policy and regulation revised to distinguish the requirements of the
		interdistrict attendance agreement between the boards of two
		districts and the permit granted to an individual student. Updated
		policy also adds board role to approve the agreement and staff role
		to approve individual permits based on the terms of the agreement,
		and deletes criteria for denial of the permit that are repeated in AR.
		Regulation updated to reflect NEW LAW (AB 1156, 2011) which
		requires that priority for interdistrict attendance agreements be
		given to students who are victims of an act of bullying, NEW LAW
		(AB 1085, 2011) which gives county boards in larger counties more
		time to resolve appeals, and legal requirement regarding provisional
		enrollment pending a decision of the two districts or during the term
		of appeal.
	AR 5144.1	Suspension and Expulsion/Due Process
	(AR revised)	MANDATED regulation updated to reflect NEW LAW (AB 1732,
		2012) which identifies specific conduct that would constitute a post
		on a social network Internet web site, for purposes of identifying an
		act of bullying, to include posting to or creating a burn page,
		creating a credible impersonation of a student, and creating a false
		profile. In addition, updated regulation clarifies that, although state
		law defines "bullying" to include acts of sexual harassment, hate
		violence, or harassment, threat, or intimidation (as described in
		items #20-22 in the section "Grounds for Suspension and
		Expulsion"), students below grade 4 may only be disciplined for
		such acts if all the criteria for "bullying" are met (e.g., a third grade
		student's act of harassment results in harm to a reasonable student).
	BP6154	Homework/Make-Up Work
		Updated to include time allocated for make-up work. Clarifies that
		homework shall not be assigned over school breaks.
BP 6161		- Equipment, Books and Materials
(deleted)		Policy deleted due to redundancy with BP 6161.1 - Selection and
		Evaluation of Instructional Materials.
	BB 9321	Closed Session Purposes and Agendas
	(BB revised)	Updated bylaw reflects NEW ATTORNEY GENERAL
	(===:1000)	OPINION which concludes that only three specified subjects
		related to real property negotiations may be considered in closed
		session. Bylaw also (1) includes board philosophical statement
		expressing commitment to transparency and compliance with open
		meeting laws, (2) includes requirement to reconvene in open
		session to report decisions of closed session with link to BB 9321.1
		- Closed Session Actions and Reports, and (3) revises section on
		"Pending Litigation" to add definitions of "party" and "significant
		exposure to litigation."
		exposure to inigation.

PREPARED BY: Brian Marshall

Superintendent

ITEM NUMBER: B-1a New Business (Consent Calendar)

Action Item

Ratification of Purchase Orders, Warrants and Revolving Cash Fund

Reimbursements

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

The following are submitted for ratification:

- I. Purchase Orders: 331 purchase orders have been processed, numbered G41105 through G41435, totaling \$628,391.65.
- II. Warrants: 439 warrants have been issued, dated September 20, 2012 through October 22, 2012, totaling \$1,069,837.30.
- III. Revolving Cash Fund Reimbursements: Two (2) checks have been processed, totaling \$1,124.82.

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:

Check Number	Date Issued	<u>Payee</u>	Purpose	Amount
RC1682	09/28/12	Heather A. Dement	Payroll	\$ 515.39
RC1683	10/02/12	Michael D. Holdren-Hatch	Payroll	\$ 609.43

REVOLVING CASH FUND REIMBURSEMENTS A TOTAL OF (2) CHECKS PROCESSED TOTALING \$1,124.82

PREPARED BY: Brian Marshall

Superintendent

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

Action Item

Acceptance of Work for Completion of the Shade Shelter Replacement at Northmont Elementary School, Bid #FB5-11/12; and Authorization to

File Notice of Completion

Benold Construction Company, Inc. has completed the shade shelter project at Northmont Elementary School. The project was inspected by the Maintenance Department and it was determined that the contractor's work in the amount of \$35,000 was satisfactorily completed.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept this project as complete and authorize the filing of Notice of Completion.

PREPARED BY: Brian Marshall

Superintendent

ITEM NUMBER: B-1c New Business (Consent Calendar)

Action Item

Acceptance of SB 564 Financial Disclosure

Orange County's 1995 bankruptcy prompted new local agency financial reporting requirements under Senate Bill 564 (Chapter 783, Statutes of 1995). SB 564 added Government Code Section 53646, which requires school and community college districts to disclose the following types of investments:

- a) Investments in the Local Agency Investment Fund
- b) Investments in the San Diego Treasury Investment Pool
- c) Federal Depository Insurance Commission accounts in banks and savings and loans

Government Code Section 53646(b) requires the chief fiscal officer of each local agency to render a report regarding public disclosures to the Governing Board and chief administrative officer, and to transmit that report with attachments to the Governing Board at a public meeting.

In accordance with the requirements of SB 564, the <u>attached</u> Investment Disclosure Report and exhibits are provided to the Board and Superintendent:

- Investment Disclosure Report September 30, 2012
- Exhibit A Fund Summary, San Diego County Treasury Investment Pool
- Exhibit B Operating Accounts Mission Federal Credit Union

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept the SB 564 Financial Disclosure.

LA MESA - SPRING VALLEY SCHOOL DISTRICT INVESTMENT DISCLOSURE REPORT AS OF SEPTEMBER 30, 2012

Pursuant to Government Code Section 53646, the Board and Superintendent are hereby

invested as indicated below and shown in detail on the attached exhibits. This portfolio complies with the current statement of investment policy.

INVESTM	IENT CA	ATEGORY

A. San Diego County Treasury Inves	stment Pool	\$	12,920,210
B. Mission Federal Credit Union		\$	386,409
	TOTAL	\$	13,306,619
I, Brian Marshall, Superintendent of the the information contained in this report, the best of my knowledge.	including the attachments, i	s ac	curate and correct to
	Brian E. Marshal	1, SL	aperintenaent

LA MESA - SPRING VALLEY SCHOOL DISTRICT FUND SUMMARY SAN DIEGO COUNTY INVESTMENT POOL AS OF SEPTEMBER 30, 2012

Fund Title	Fund Number	Balance
General Fund	03-06 - 414901-55956	\$ 10,408,342
Child Development	12-06 - 414906-55965	130,274
Cafeteria	13-00 - 414904-55962	344,217
Deferred Maintenance	14-00 - 414912-55968	-
Special Reserve - Opt Out	17-42 - 414942-55972	954,852
Building (Prop M)	21-10 - 414910-55967	134,259
Capital Facilities AB 2068/Developer Fees	25-19 - 414919-55971	617,398
County Facilities Fund	35-00 - 414946-55977	-
Special Reserve - Capital Outlay	40-00 - 414902-55959	95,533
Enterprise - ESS / SmartSteps Preschool	63-00 - 414922-55957	235,334

Total Investment - San Diego County Treasury Investment Pool: \$ 12,920,210

LA MESA-SPRING VALLEY SCHOOL DISTRICT MISSION FEDERAL CREDIT UNION CHECKING ACCOUNTS AS OF SEPTEMBER 30, 2012

ACCOUNT NAME	ACCT NUMBER	BALANCE	GL ACCT
CASH CLEARING ACCOUNTS			
ESS Cash/Check Payments	51000807	\$ 12,549.00	63-00-9010-000-9120-001
Transportation	51000850	2,432.25	06-00-7230-000-9120-000
Cafeteria	51000806	25,717.61	13-00-5310-000-9120-000
District Cash Clearing	51000804	21,494.85	03-00-0000-000-9120-000
ESS Bank Card Payments	91062960	\$ 26,069.34 88,263.05	63-00-9010-000-9120-002
REVOLVING CASH ACCOUNTS			
District	51000805	\$ 11,972.00	03-00-0000-000-9130-000
Purchasing Card	91074611	\$ 27,513.11 39,485.11	03-00-0000-000-9130-001
EXTERNAL ACCOUNTS			
ASB	51000808	237,963.90	n/a
Peter Pan Jr. Theater RCF	51000849	20,697.18	n/a
Script Clearing	51000810	\$ 258,661.08	n/a
Grand Total of All A	Account Balances:	\$ 386,409.24	<u>.</u>

PREPARED BY: Brian Marshall

Superintendent

ITEM NUMBER: B-1d New Business (Consent Calendar)

Action Item

Approval and Ratification of Travel

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve and ratify the travel of the people listed as <u>attached</u>.

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

NAME	TRAVEL/CONFERENCE	CITY/STATE	DATES	REGISTRATION FEE
Cynthia Keene-Herman Non-Employee	Nancy Fetzer Literacy Connections TeacherTrainings K-1 Reading	San Diego, CA	10/16/12	\$159
Susan Hause Non-Employee	Mind Streams 10 th Annual Leadership Conference	Newport Beach, CA	11/14/12 – 11/16/12	\$745
Gina Lucatuorto Non-Employee	Learning Headquarters Common Core Writing – 4 th Grade	San Diego, CA	10/11/12 – 11/15/12	\$345
Mike McGirr	Intermountain Lock and Security Supply Expo	Las Vegas, NV	11/6/12 – 11/7/12	\$160
William White	Intermountain Lock and Security Supply Expo	Las Vegas, NV	11/6/12 – 11/7/12	\$160
Cindy Herman Non-Employee	Nellie Edge Seminars Inc. Writing Workshop	San Diego, CA	12/4/12	\$279

PREPARED BY: Brian Marshall

Superintendent

ITEM NUMBER: B-2 New Business

Action Item

Approval of Sale of Surplus Items

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

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

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

ADMINISTRATIVE RECOMMENDATION

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

LISTING OF E-WASTE ITEMS TO BE RECYCLED BY A PLUS SURPLUS, INC. NOVEMBER 2012

262 EACH	COMPUTERS
13 EACH	COMPUTER MONITORS
74 EACH	PRINTERS
29 EACH	TVS
21 EACH	OVERHEAD PROJECTORS
6 EACH	FAX MACHINE
1 EACH	COPIERS
4 EACH	VCRS
4 EACH	DOCUMENT CAMERAS
1 EACH	RECORD PLAYERS
9 EACH	CASSETTE RECORDERS
4 EACH	LAMINATORS
6 EACH	LASER DISC PLAYERS
6 EACH	TYPEWRITERS
1 EACH	FILMSTRIP PROJECTOR
3 EACH	CALCULATORS
2 EACH	MICROSCOPES
2 PALLETS	COMPUTER PARTS: KEYBOARDS, MICE, CABLES, CIRCUIT BOARDS

PREPARED BY: Brian Marshall

Superintendent

ITEM NUMBER: B-3 New Business

Action Item

Authorization to Enter into a Third Project Agreement with the San Diego County Superintendent of Schools for Industrial Storm Water

Permit Support

On April 17, 1997, the State Water Resources Control Board ("SWRCB") adopted Water Quality Order No. 97-03-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000001 Waste Discharge Requirements for Discharges of Storm Water Associated with Industrial Activities ("Industrial Permit") in order to implement the requirements of the Clean Water Act.

School Districts who operate transportation vehicle maintenance and equipment cleaning operations at facilities primarily engaged in operating buses to transport pupils to and from school are deemed to be industrial storm water dischargers under the terms of the Industrial Permit.

Our District has a longstanding relationship with the San Diego County Office of Education (SDCOE) which, through their Educational Facility Solutions Group, has operated and maintained a successful group approach to assist school districts with compliance with the Industrial Storm Water Permit. This approach lowers costs and simplifies implementation.

This Project Agreement is intended to continue services under the currently valid Industrial Permit. The State Water Resources Control Board is revising this permit and, once it is published, the costs of support services will change, and it will be brought to our District as an amendment to this agreement for consideration at a future date.

We wish to continue to receive services from SDCOE now that they have taken over these responsibilities for the storm water program management services supporting the District's implementation of the Industrial Permit. The annual fee for services is \$3,496. Additional services (technical support, consultants etc.) may be requested by the District for an additional fee.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the <u>attached</u> agreement with San Diego County Superintendent of Schools for Industrial Storm Water Permit support.



THIRD PROJECT AGREEMENT BETWEEN LA MESA-SPRING VALLEY SCHOOL DISTRICT AND THE



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY FOR INDUSTRIAL STORM WATER PERMIT SUPPORT

This Third Project Agreement ("Third Project Agreement") by and between the K-12
PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY ("AUTHORITY"),
AND LA MESA-SPRING VALLEY SCHOOL DISTRICT, a public School District organized and
existing under the laws of the State of California ("DISTRICT") is made this day
of, 2012. AUTHORITY and DISTRICT are sometimes individually referred to as
"Party" and collectively as "Parties."

RECITALS

This Project Agreement is entered into in consideration of the following matters:

WHEREAS, on April 17, 1997, the State Water Resources Control Board ("SWRCB"), adopted Water Quality Order No. 97-03-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000001 Waste Discharge Requirements for Discharges of Storm Water Associated With Industrial Activities ("Industrial Permit") in order to implement the requirements of the Clean Water Act; and

WHEREAS, School Districts who operate transportation vehicle maintenance and equipment cleaning operations at facilities described by the Standard Industrial Classification 4151 (establishments primarily engaged in operating buses to transport pupils to and from school) are deemed to be industrial storm water dischargers under the terms of the Industrial Permit; and

WHEREAS, DISTRICT has a longstanding relationship with the San Diego County
Office of Education which, through their Educational Facility Solutions Group, has operated and
maintained a successful group approach to assist DISTRICT with compliance with the Industrial
Stormwater Permit and this approach lowers costs and simplifies implementation; and

WHEREAS, DISTRICT wishes to continue to receive services from AUTHORITY, now that AUTHORITY has taken over these responsibilities; for stormwater program management services supporting the DISTRICT's implementation of the Industrial Permit; and

WHEREAS, DISTRICT and AUTHORITY understand that this Project Agreement is intended to continue services under the currently valid Industrial Permit, and that the State Water Resources Control Board is revising this permit and once it is published, the costs of support services will change, and will be brought to DISTRICT as an Amendment to this Agreement for consideration at a future date,



AGREEMENT

NOW, THEREFORE, AUTHORITY and DISTRICT agree as follows:

SECTION I- Purpose of Project Agreement

- 1. The purpose of this Agreement is to provide support to DISTRICT to, insofar as it is possible under the conditions and duties imposed under the Industrial Permit, reduce the amount of pollutants in storm water discharge from Districts' facilities and to comply with the discharge prohibitions as specified in the Industrial Permit. These services will include continuation of services in support of the DISTRICT's implementation of their Storm Water Pollution Prevention Plan and Monitoring Program, including training and annual inspections and reports as detailed herein.
- To insofar as it is possible under the conditions and duties imposed under the DISTRICT's SWPPP, reduce the amount of pollutants in storm water discharge from DISTRICT's facilities and sites and to work to comply with the discharge prohibitions as specified in the Industrial Permit, in accordance with the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and the applicable Regional Water Quality Control Board (RWQCB).
- 3. To coordinate the establishment, revision, participation, direction and implementation of storm water pollution prevention measures in a fashion that will significantly reduce costs that would otherwise be incurred if the DISTRICT acted to comply individually by having AUTHORITY guide and support multiple districts in the same manner and timeline.

SECTION II - Definitions

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Agreement have the meanings herein specified.

- <u>Facility</u>. The term "Facility" shall mean any school bus maintenance facility involved in vehicle maintenance including vehicle rehabilitation, mechanical repairs, equipment cleaning operation, painting, fueling, and lubrication which is operated by the DISTRICT for its buses, vans, and/or any other district vehicle which is used for transporting students.
- Field Testing. The term "Field Testing" shall mean performance of field tests, collection of storm water runoff samples, performance of visual observations and laboratory testing of storm water runoff discharge as required by the terms of the Industrial Permit.

FACJPA - District Project Agreement - Industrial Stormwater

Initial each page:

 September 2012
 Page 2 of 7
 District_____

 38
 SDCSS_____



- Monitoring Plan. The term "Monitoring Plan" shall mean the written plan containing the conditions for the monitoring of storm water discharge in compliance with the Industrial Permit.
- Industrial Permit. The term "Industrial Permit" shall mean the National Pollution
 Discharge Elimination System General Permit for Discharges of Storm Water
 Associated with Industrial Activities, as revised and reissued from time-to-time by the
 SWRCB.
- Regional Board. The term "Regional Board" or RWRCB shall mean the applicable Regional Water Quality Control Board.
- 6. <u>SWPPP</u>. The term "SWPPP" shall mean the Storm Water Pollution Prevention Plan prepared in accordance with Industrial Permit requirements that includes best management practices to reduce or prevent discharges of pollutants associated with industrial activities at each DISTRICT bus maintenance facility.
- SWRCB. The term "SWRCB" shall mean the State Water Resources Control Board.

SECTION III - AUTHORITY Responsibilities & Schedule

The AUTHORITY shall provide the following ongoing and as-needed services and deliverables:

- Assist DISTRICT in conducting annual comprehensive Facility evaluations of its Facility.
- Provide an annual group training workshop, typically in the Fall, for all school
 districts using AUTHORITY to support their Industrial Stormwater Program,
 including DISTRICT. This will include training in how to accomplish required
 visual observations and collection of storm runoff samples.
- 3. Prepare a required annual report for DISTRICT's review, approval and electronic submission to the SWRCB, due on July 1 annually.
- 4. Prepare Annual Group Evaluation for approval by the AUTHORITY and submittal to the RWQCB due on July 1, annually.
- Prepare a Monitoring Plan for AUTHORITY submittal to the SWRCB and RWRCB.

FACJPA - District Project Agreement - Industrial Stormwater

Initial each page:



- 6. Administrative services to hire and manage, and pay for consultants, engineers, or others necessary for the production of required Storm Water Pollution Prevention Plans, annual site visits, laboratory services and other support services. AUTHORITY shall ensure that all consultants are selected in accordance with all applicable laws, including the Education Code and Public Contract Code. AUTHORITY shall further ensure that all consultants selected are appropriately licensed or certified, as applicable. The AUTHORITY shall enter into such agreements as it determines to be necessary.
- 7. General Assistance: AUTHORITY shall provide phone and email support for questions or concerns related to the implementation of the DISTRICT's SWPPP or related issues. Should an issue require more than 1-hour of specific support or any outside consultant services, AUTHORITY will provide a proposal for Additional Services and if DISTRICT wishes to hire AUTHORITY to assist, a separate Amendment to this Project Agreement will be entered and signed by both parties.

SECTION IV - Responsibilities of School Districts

The DISTRICT shall have the following responsibilities:

- The DISTRICT shall timely submit all applicable State fees directly to the State of California pursuant to the terms and conditions of the Industrial Permit. These fees are not included in this Project Agreement.
- The DISTRICT shall timely submit all necessary data, records and reports to AUTHORITY supporting the annual report requirements of the regulatory agency pursuant to the terms and conditions of the Industrial Permit for use to prepare annual report.
- The DISTRICT shall be responsible for the costs associated with the School DISTRICT's staff or administrative time expended to comply with the terms and conditions of the Industrial Permit.
- 4. The DISTRICT shall be responsible for visual observations, taking stormwater samples and delivering them to the testing laboratory identified by AUTHORITY, sending a minimum of one (1) staff member to the annual training, and walking the Facility with AUTHORITY representative on an annual basis.

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SIL PONTERS ASSOCIATION

K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY PROJECT AGREEMENT – INDUSTRIAL STORMWATER

SECTION V - Penalties and Fines

Any penalties or fines levied by a regulatory agency which are the result of noncompliance with the terms of the Industrial Permit, or any other stormwater related issues shall be the sole responsibility of the DISTRICT.

SECTION VI - Record Retention

The AUTHORITY shall retain all records related to this Project Agreement for a period of five (5) years, notwithstanding that DISTRICT shall be responsible for maintaining its own records.

SECTION VII - Term and Additional Parties

This Project Agreement shall become effective on the date of final approval by the AUTHORITY and shall remain in effect for five (5) years or the DISTRICT provides a written request to terminate this Project Agreement to AUTHORITY 30 days in advance of termination date. As AUTHORITY enters commitments annually for services, there will be no rebate of fees paid for the fiscal year in which the withdrawal is received. It is intended that this Agreement can be extended or amended consistent with the intent of the parties.

SECTION VIII - Fees and Payments

The annual fee for services shall be \$3,496.00. AUTHORITY shall bill for annual cost for within the first quarter of each fiscal year. Payments are due within 30 days of receipt of an acceptable invoice from AUTHORITY. Such invoice shall clearly state the fiscal year and amount due.

SECTION IX - Additional Services

Additional services may be requested by DISTRICT. Requests for additional services must be in writing and will become an amendment to this Project Agreement. Additional services may be a negotiated lump sum, or be based on time and materials. Rates are as follows:

Technical support - \$110.00/hr. Consultants/Lab/Other - At cost + 10%

SECTION X – Cessation of District Bus Maintenance Activities

Should DISTRICT discontinue activities that trigger need for coverage under the Industrial General Permit, DISTRICT will notify AUTHORITY and Authority will assist DISTRICT in filing Notice of Termination with the State Water Resource Control Board at no additional cost.

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EN CILITIES

K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY PROJECT AGREEMENT – INDUSTRIAL STORMWATER

SECTION XII - Miscellaneous

- AUTHORITY shall give a minimum of sixty (60) calendar day notice if services are no longer being offered by AUTHORITY.
 This Project Agreement shall only be effective upon execution by both the AUTHORITY and DISTRICT.
- This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- If any provision of this Project Agreement is held invalid or unenforceable by a court of
 competent jurisdiction, such holding shall not invalidate or render unenforceable any
 other provision of this Project Agreement unless elimination of such provision materially
 alters the rights and obligations set forth herein.
- 4. Each Party declares that prior to the execution of this Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding this Project Agreement.

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FACJPA - District Project Agreement - Industrial Stormwater

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		ATING PARTY HAS EXECUTED THIS E SIGNATURE OF ITS REPRESENTATIVE.
DATE:	AGENCY:	SAN DIEGO COUNTY SUPERINTENDENTOF SCHOOLS
	BY:	Lora Duzyk Assistant Superintendent Business Services
DATE:	DISTRICT:	LA MESA-SPRING VALLEY SCHOOL DISTRICT
	BY:	Brian Marshall Superintendent
		DISTRICT ADDRESS: La Mesa-Spring Valley School District 4750 Date Avenue, La Mesa, CA 91942

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PREPARED BY: Brian Marshall

Superintendent

ITEM NUMBER: B-4 New Business

Action Item

Authorization to Enter into a Fourth Project Agreement with the San Diego County Superintendent of Schools for Municipal Storm Water

Program Support

On April 30, 2003, the State Water Resources Control Board ("SWRCB") adopted Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems ("Small MS4 Permit") in order to be in compliance with the requirements of the Clean Water Act.

The District, although not yet designated under the Small MS4 Permit, has determined that it is in their best interest to work towards Small MS4 compliance and has been working with San Diego County Superintendent of Schools along with other districts in San Diego county for almost five years to align District policies and procedures with the requirements of the Small MS4 Permit.

Our District has a longstanding relationship with the San Diego County Office of Education (SDCOE) which, through their Educational Facility Solutions Group, has operated and maintained a successful group approach to assist school districts with compliance with the Municipal Storm Water Program. This approach lowers costs and simplifies implementation.

This Project Agreement is intended to provide specific support services to assist our District in implementing a Storm Water Management Plan in alignment with other districts to lower and simplify implementation. Should the District be officially designated under the 2012 Small MS4 Permit by the Regional Water Quality Control Board, this Project Agreement does not apply and discussions and a separate agreement would need to be created, if desired.

We wish to continue to receive services from SDCOE now that they have taken over these responsibilities for the storm water program management services supporting the District's implementation of the Municipal Storm Water Program. The 2012-13 annual fee for services is \$6,893. Subsequent year fees will be \$6,893 (2013-14), \$7,237 (2014-15), \$7,599 (2015-16), and \$7,979 (2016-17). Additional services (technical support, consultants etc.) may be requested by the District for an additional fee.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the <u>attached</u> agreement with San Diego County Superintendent of Schools for Municipal Storm Water Program Support.



FOURTH PROJECT AGREEMENT BETWEEN LA MESA-SPRING VALLEY SCHOOL DISTRICT AND THE



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY FOR MUNICIPAL STORM WATER PROGRAM SUPPORT

This Fourth Project Agreement ("Fourth Project Agreement") by and between the K-12
PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY ("AUTHORITY"),
AND LA MESA-SPRING VALLEY SCHOOL DISTRICT, a public school district organized and
existing under the laws of the State of California ("DISTRICT") is made this day
of, 2012. AUTHORITY and DISTRICT are sometimes individually referred to as
"Party" and collectively as "Parties."

RECITALS

This Project Agreement is entered into in consideration of the following matters:

WHEREAS, under the Federal Water Pollution Control Act ("Clean Water Act"), the United States Environmental Protection Agency has promulgated regulations, known as Phase I and Phase II regulations for permitting storm water discharges; and

WHEREAS, Phase II regulations require all non-exempted Small MS4s including but not limited to school districts to obtain a National Pollutant Discharge Elimination System Permit; and

WHEREAS, on April 30, 2003, the State Water Resources Control Board ("SWRCB") has adopted a Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems ("Small MS4 Permit") in order to be in compliance with the requirements of the Clean Water Act, and

WHEREAS, DISTRICT, although not yet designated under the SMS4 Permit, has determined that it is in their best interest to work towards Small MS4 Permit compliance and has been working with the San Diego County Superintendent of Schools along with other districts in San Diego county for almost 5 years to align DISTRICT policies and procedures with the requirements of the Small MS4 Permit; and

WHEREAS, AUTHORITY is offering to provide specific support services to assist DISTRICT to implement their Storm Water Management Plan in alignment with other districts to lower costs and simplify implementation; and

WHEREAS, DISTRICT and AUTHORITY understand that should DISTRICT be officially designated under the 2012 Small MS4 Permit by the Regional Water Quality Control Board, this Project Agreement does not apply and discussions and a separate agreement would need to be done if desired;





AGREEMENT

NOW, THEREFORE, AUTHORITY and the DISTRICT agree as follows:

SECTION I- Purpose of Project Agreement

The purpose of this Project Agreement is:

- To assist the DISTRICT to make continuous improvement to comply with their Municipal Storm Water Management Plan (SWMP), including providing steps, processes and training to align with current rules, regulations, and best practices for storm water management.
- To insofar as it is possible under the conditions and duties imposed under the DISTRICT's SWMP, reduce the amount of pollutants in storm water discharge from DISTRICT's facilities and sites and to work to comply with the discharge prohibitions as specified in the Small MS4 Permit, in accordance with the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and the applicable Regional Water Quality Control Board (RWQCB).
- 3. To coordinate the establishment, revision, participation, direction and implementation of storm water pollution prevention measures in a fashion that will significantly reduce costs that would otherwise be incurred if the DISTRICT acted to comply individually by having AUTHORITY guide and support multiple districts in the same manner and timeline.

SECTION II - Definitions

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Project Agreement have the meanings herein specified.

- 1. Facility/Site. The term "Facility" shall mean any DISTRICT owned property.
- MS4 OR SMS4. The term "MS4" stands for "Municipal Separate Storm Sewer System" and shall mean a system for getting storm water from or off of a Site into other drainage systems, including but not limited to streets, catch basins, curbs, gutters, ditches, parking lots, man-made channels and storm drains.
- Regional Board. The term "Regional Board" or RWQCB shall mean the applicable Regional Water Quality Control Board.
- 4. Small MS4 Permit. The term "Small MS4 Permit" shall mean the National Pollutant Discharge Elimination System ("NPDES") General Permit for Waste Discharge

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Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems, adopted by the SWRCB and as amended from time to time.

- 5. SWMP. The term "SWMP" shall mean the DISTRICT's Storm Water Management Plan.
- 6. SWRCB. The term "SWRCB" shall mean the State Water Resources Control Board.

SECTION III - AUTHORITY Responsibilities & Schedule

AUTHORITY shall have the following responsibilities:

- 1. Between October 1, and June 30, annually, AUTHORITY shall visit a DISTRICT site. This visit can be at any site the DISTRICT wishes to identify. The purpose of the site visit is to 1) evaluate and document progress made on the DISTRICT's SWMP implementation plan via a verbal interview, 2) identify items, either at the site being visited, or throughout the DISTRICT that the DISTRICT wishes to work on during the next annual period, and 3) provide DISTRICT or site specific training and recommendations to assist DISTRICT with their SWMP implementation process.
- Based on the site visit and interview, an Annual Report will be prepared detailing the
 progress made by the DISTRICT, with a cover letter explaining the report, and a
 Quick Look worksheet to be used by DISTRICT to track progress. This
 documentation will be provided within 4 weeks of the site visit.
- 3. Once annually, typically in September, AUTHORITY will host a group in-service for all districts currently managing their SWMP with support from AUTHORITY. This training session will provide a review of overall progress, a status report of the State of California's implementation of the SMS4 Permit, updates on current legal concerns and legislation related to School District's and storm water, and other pertinent information to assist DISTRICT with their ongoing efforts to manage storm water concerns, along with training and support to successfully implement items on the current year's plan.
- 4. General Assistance: AUTHORITY shall provide phone and email support for questions or concerns related to the implementation of the DISTRICT's SWMP or related issues. Should an issue require more than 1-hour of specific support or any outside consultant services, AUTHORITY will provide a proposal for Additional Services and if DISTRICT wishes to hire AUTHORITY to assist, a separate Amendment to this Project Agreement will be entered and signed by both parties.

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- 5. Periodically throughout the year, AUTHORITY identifies various specific support tools, such as storm water themed calendars, posters, or other materials. Said materials will be offered to DISTRICT via Truck Mail for DISTRICT to distribute to their sites and administrative centers as they deem appropriate. AUTHORITY works on behalf of the DISTRICT to obtain said materials at no cost. Should items be identified that would incur a cost to the DISTRICT, said offerings will be at the sole option of the DISTRICT to purchase and implement outside of this Project Agreement.
- 6. AUTHORITY shall conduct required selection processes to hire appropriate consultants on behalf of the DISTRICT. AUTHORITY shall ensure that all consultants are selected in accordance with all applicable laws, including the Education Code and Public Contract Code. AUTHORITY shall further ensure that all consultants selected are appropriately licensed or certified, as applicable. The AUTHORITY shall enter into such agreements as it determines to be necessary.

SECTION IV - Responsibilities of DISTRICT

The DISTRICT shall have the following responsibilities:

- 1. The DISTRICT shall work reasonably with AUTHORITY to facilitate the annual visits.
- The DISTRICT shall be responsible for the costs associated with the DISTRICT's staff or administrative time expended to comply with the terms and conditions of their SWMP.

SECTION V - Penalties and Fines

Any penalties or fines levied by a regulatory agency which are the result of noncompliance with the terms of the Small MS4 Permit, or any other storm water related issues shall be the sole responsibility of the DISTRICT.

SECTION VI - Record Retention

The AUTHORITY shall retain all records related to this Project Agreement for a period of five (5) years, notwithstanding that DISTRICT shall be responsible for maintaining its own records.

SECTION VII - Term and Additional Parties

This Project Agreement shall become effective on the date of final approval by the AUTHORITY and shall remain in effect for five (5) years or the DISTRICT provides a written request to terminate this Project Agreement to AUTHORITY 30 days in advance of termination date. It is

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intended that this Agreement can be extended or amended consistent with the intent of the parties.

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SECTION VIII - Fees & Billing

1. AUTHORITY shall be paid a fixed fee per fiscal year according to the number of sites owned and developed by DISTRICT as per the following Fee Matrix:

	2012	2-13								1	
Number of	(Sam										Total Over
Sites	2007-		2	013-14	2	014-15	2	015-16	2	016-17	5 Years
1	\$	1,957	\$	1,957	\$	2,054	\$	2,157	\$	2,265	\$ 10,389
2	\$	2,162	\$	2,162	\$	2,270	\$	2,384	\$	2,503	\$ 11,480
3	\$	2,368	\$	2,368	\$	2,486	\$	2,610	\$	2,741	\$ 12,572
4	\$	2,573	\$	2,573	\$	2,702	\$	2,837	\$	2,979	\$ 13,665
5	\$	2,779	\$	2,779	\$	2,918	\$	3,064	\$	3,217	\$ 14,757
6	\$	2,985	\$	2,985	\$	3,134	\$	3,291	\$	3,455	\$ 15,849
7	\$	3,190	\$	3,190	\$	3,350	\$	3,517	\$	3,693	\$ 16,941
8	\$	2,743	\$	2,743	\$	2,880	\$	3,024	\$	3,175	\$ 14,565
9	\$	3,602	\$	3,602	\$	3,782	\$	3,971	\$	4,169	\$ 19,126
10	\$	3,807	\$	3,807	\$	3,998	\$	4,198	\$	4,408	\$ 20,218
11	\$	4,013	\$	4,013	\$	4,214	\$	4,424	\$	4,646	\$ 21,310
12	\$	4,219	\$	4,219	\$	4,430	\$	4,651	\$	4,884	\$ 22,402
13	\$	4,424	\$	4,424	\$	4,646	\$	4,878	\$	5,122	\$ 23,494
14	\$	4,630	\$	4,630	\$	4,862	\$	5,105	\$	5,360	\$ 24,587
15	\$	4,836	\$	4,836	\$	5,078	\$	5,332	\$	5,598	\$ 25,679
16	\$	5,042	\$	5,042	\$	5,294	\$	5,558	\$	5,836	\$ 26,771
17	\$	5,247	\$	5,247	\$	5,510	\$	5,785	\$	6,074	\$ 27,863
18	\$	5,453	\$	5,453	\$	5,726	\$	6,012	\$	6,312	\$ 28,956
19	\$	5,659	\$	5,659	\$	5,942	\$	6,239	\$	6,551	\$ 30,048
20	\$	5,864	\$	5,864	\$	6,157	\$	6,465	\$	6,789	\$ 31,140
21	\$	6,070	\$	6,070	\$	6,373	\$	6,692	\$	7,027	\$ 32,232
22	\$	6,276	\$	6,276	\$	6,589	\$	6,919	\$	7,265	\$ 33,324
23	\$	6,481	\$	6,481	\$	6,805	\$	7,146	\$	7,503	\$ 34,417
24	\$	6,687	\$	6,687	\$	7,021	\$	7,372	\$	7,741	\$ 35,509
25	\$	6,893	\$	6,893	\$	7,237	\$	7,599	\$	7,979	\$ 36,601
26	\$	7,098	\$	7,098	\$	7,453	\$	7,826	\$	8,217	\$ 37,693
27	\$	7,304	\$	7,304	\$	7,669	\$	8,053	\$	8,455	\$ 38,786
28	\$	7,510	\$	7,510	\$	7,885	\$	8,280	\$	8,693	\$ 39,878
29	\$	7,715	\$	7,715	\$	8,101	\$	8,506	\$	8,932	\$ 40,970
30	\$	7,921	\$	7,921	\$	8,317	\$	8,733	\$	9,170	\$ 42,062
31	\$	8,127	\$	8,127	\$	8,533	\$	8,960	\$	9,408	\$ 43,154
32	\$	8,333	\$	8,333	\$	8,749	\$	9,187	\$	9,646	\$ 44,247
33	\$	8,538	\$	8,538	\$	8,965	\$	9,413	\$	9,884	\$ 45,339
34	\$	8,744	\$	8,744	\$	9,181	\$	9,640	\$	10,122	\$ 46,431
35	\$	8,950	\$	8,950	\$	9,397	\$	9,867	\$	10,360	\$ 47,523
36	\$	9,155	\$	9,155	\$	9,613	\$	10,094	\$	10,598	\$ 48,616
37	\$	9,361	\$	9,361	\$	9,829	\$	10,320	\$	10,836	\$ 49,708
38	\$	9,567	\$	9,567	\$	10,045	\$	10,547	\$	11,075	\$ 50,800
39	\$	9,772	\$	9,772	\$	10,261	\$	10,774	\$	11,313	\$ 51,892
40	\$	9,978	\$	9,978	\$	10,477	\$	11,001	\$	11,551	\$ 52,984

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- AUTHORITY shall bill for annual cost for municipal storm water support within the
 first quarter of each fiscal year. Payments are due within 30 days of receipt of an
 acceptable invoice from AUTHORITY. Such invoice shall clearly state the fiscal
 year, the number of sites, and amount due.
- In determining the number of Sites, the DISTRICT shall account for all property owned, as well as property leased. DISTRICT is responsible to notify AUTHORITY of any changes in property counts.

SECTION IX - Additional Services

Additional services may be requested by DISTRICT. Requests for additional services must be in writing and will become an amendment to this Project Agreement. Additional services may be a negotiated lump sum, or be based on time and materials. Rates are as follows:

Technical support - \$110.00/hr. Consultants/Lab/Other - At cost + 10%

SECTION X - Disposition of Funds Upon Termination

Should the DISTRICT or AUTHORITY terminate their involvement, there will be no refund due if the annual visit has occurred for that fiscal year. Should this Project Agreement be terminated prior to the annual visit, and the annual fee is not paid, there will be no amount due. Should this Project Agreement be terminated after payment, but prior to the annual visit, a refund will be made for services not yet provided as determined jointly by AUTHORITY and DISTRICT.

SECTION XI - Miscellaneous

- AUTHORITY shall give a minimum of sixty (60) calendar day notice if services are no longer being offered by AUTHORITY.
- This Project Agreement shall only be effective upon execution by both the AUTHORITY and DISTRICT.
- This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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- 4. If any provision of this Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.
- Each Party declares that prior to the execution of this Project Agreement, it has had an
 opportunity to review and understand the contents, rights and responsibilities herein.
 The Parties have further had the opportunity to seek independent legal advice regarding
 this Project Agreement.

IN WITNESS WHEREOF, EACH PARTICIPATING PARTY HAS EXECUTED THIS

DATE:	AGENCY:	SAN DIEGO COUNTY SUPERINTENDENTOF SCHOOLS
	BY:	Lora Duzyk Assistant Superintendent Business Services
DATE:	DISTRICT:	LA MESA-SPRING VALLEY SCHOOL DISTRICT
	BY:	Brian Marshall Superintendent
		DISTRICT ADDRESS: La Mesa-Spring Valley School District 4750 Date Avenue, La Mesa, CA 91942

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PREPARED BY: Karen Walker, Ed.D.

Assistant Superintendent, Learning Support

ITEM NUMBER: LS-1 New Business

Action Item

Acceptance of Gift - La Mesa Middle School

La Mesa Middle School is in receipt of a 30-foot flagpole and American flag, valued at \$2000.00, the Eagle Scout project of Arthur Knori, a former La Mesa Middle School student. Due to the nature of the gift, the flag pole has been installed and dedicated.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept this gift with thanks.

PREPARED BY: Karen Walker, Ed.D.

Assistant Superintendent, Learning Support

ITEM NUMBER: LS-2 New Business

Action Item

Authorization to Enter into Expanded Special Education Master

Contracts with Aseltine School, Springall Academy, and The Institute for

Effective Education

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, and again in October, approval was granted to contract with Aseltine School, a nonpublic school for a total amount of \$141.500.00. Due to the enrollment of two new students, it is necessary to increase the budget in a not-to-exceed amount of \$70,000.00 for a total of \$211,500.00.

In July approval was granted to contract with Springall Academy, a nonpublic school. The original budget amount was \$72,000.00. Due to the enrollment of a new student, it is necessary to increase the budget in a not-to-exceed amount of \$35,500 for a total of \$107,500.00.

In July, and again in September, approval was granted to contract with The Institute for Effective Education, a nonpublic school for a total amount of \$397,000.00. It was brought to the attention of the District that a student attending summer school hadn't been included in either of the approved contracts. Therefore it is necessary to increase the budget by \$3,350.00 for a total of \$400,350.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/13	\$1,239.000.00
Expanded contract for Aseltine School	Not to exceed \$ 70,000.00
Expanded contract for Springall Academy	Not to exceed \$ 35,000.00
Expanded contract for Institute for Effective Education	Not to exceed \$ 3,350.00
Total encumbered cost for all nonpublic schools/agencies	\$ 1,347,350.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into expanded special education master contracts with Aseltine School, Springall Academy and the Institute for Effective Education for the 2012-13 school year.

PREPARED BY: Claudia Bender

Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations

Action Item

Standard Recommendations

The Human Resources recommendations which are <u>attached</u> for consideration at the November 7, 2012, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the <u>attached</u> standard Human Resources recommendations as presented.

1. Standard Human Resources Recommendations – November 7, 2012

CERTIFICATED:

Approval	of Acceptance of	Resignation:

CLASSIFIED:

Approval of Employment/Merit System:

Sapho, Inia S.	Child Nutrition Worker I	9-A	10/22/12
Turner, Catherine G.	Office Assistant II	34-C	10/15/12
Williams, Patricia M.	Paraprofessional – Special Education	21-B	10/26/12

Approval of Employment:

Baltazar, Micaela	Playground Attendant	\$8.85/hr	09/25/12
Espinoza, Augusto M.	Extended School Services Attendant	\$10.18/hr	10/24/12
Fuentes, Guadalupe	Student Helper	\$10.16/hr	09/04/12
Garcia, Brittany N.	Extended School Services Attendant	\$10.18/hr	10/11/12
Gonzales, Alisha	Playground Attendant	\$8.85/hr	09/03/12
Huntsman, Terri P.	Playground Attendant	\$8.85/hr	09/01/12
Johnson, Joshua L.	Playground Attendant	\$8.85/hr	10/11/12
Jones, Dean T.	Playground Attendant	\$8.85/hr	10/11/12
Kelly, Casie D.	Playground Attendant	\$8.85/hr	09/13/12
Mathis Woodworth, Dawnya	Playground Attendant	\$8.85/hr	10/24/12
Medina, Joseph A.	Extended School Services Attendant	\$10.18/hr	10/03/12
Mora, Norma	Playground Attendant	\$8.85/hr	10/17/12
Orton, Elizabeth J.	Playground Attendant	\$8.85/hr	09/06/12
Ring, Aubrie M.	Playground Attendant	\$8.85/hr	10/11/12
Suarez-Padilla, Nalleli	Playground Attendant	\$8.85/hr	10/11/12
Williams II, Brian S.	Playground Attendant	\$8.85/hr	10/05/12

Approval of Acceptance of Resignation/Merit System:

Mahone, Carolyn	Child Nutrition Worker II (retiring)	12/30/12
Melendez, Eva B.	Paraprofessional – Special Education (employment elsewhere)	10/04/12
Ruggles, Stephen E.	Heavy Equipment Mechanic (retiring)	12/28/12

Approval of Termination of Employment:

Acosta, Evelyn	Playground Attendant (dropped)	06/15/12
Alsafar, Saif	Student Helper (end of temporary assignment)	06/15/12
Avalos, Michele M.	Playground Attendant (employment elsewhere)	09/07/12
Baker, Dale A.	Playground Attendant (resigned)	10/05/12
Bruner, David J.	Extended School Services Attendant (dismissed)	08/22/12
Cruz Cabrera, Lady D.	Student Helper (end of temporary assignment)	06/15/12
Freow, Sandra R.	Playground Attendant (employment elsewhere)	06/15/12
Gonzales, Alexandria M.	Extended School Services Attendant (further education)	08/24/12
Greene, Allyssa B.	Playground Attendant (employment elsewhere)	06/15/12
Johnson, Sandra A.	Playground Attendant (resigned)	06/14/12

Kelly, Casie D.	Playgrou	und Attendant (employment elsew	here)	09/21/12
Milligan, Lisa E.	Student	Helper (end of temporary assignment)	ent)	06/15/12
Pryor, Tameara L.	Extende	d School Services Attendant (disn	nissed)	09/19/12
Quintana Castro, Daisy	Extende	d School Services Attendant (emp	loyment elsewhere)	09/07/12
Robinson, Lauren H.	Playgro	and Attendant (further education)		06/15/12
Rodriguez Gomez, Laura I.	Playgro	and Attendant (resigned)		06/15/12
Sengvixay, Angel L.	Extende	d School Services Attendant (furth	ner education)	09/28/12
Singh, Ariel C.	Extende	d School Services Attendant (furth	ner education)	08/24/12
Smith, Catherine B.		and Attendant (end of temporary a		06/15/12
Thomas Jr., Frank P.		d School Services Attendant (emp		08/31/12
Thompson, Derrick S.		d School Services Attendant (furth	•	10/05/12
Wells, Jamaree Z.		d School Services Attendant (emp	·	08/16/12
Vergara White, Janeth		and Attendant (resigned)	•	06/14/12
Villa, Lynsey N.	• •	und Attendant (employment elsew	here)	08/16/12
Approval of Change of Cla	ssification:			
ripprover or change or cha	ssincunon.	.		
Ballance, Inge Y.	From:	Guidance Aide	14-F+	10/05/12
_	To:	Paraprofessional	14-F+	
Morrison, Laura T.	From:	Payroll & Benefits Technician	52-D	11/01/12
	To:	Accounting Specialist	64-D	
Prentice, Donald L.	From:	Custodian	26-F	09/04/12
	To:	Special Assignment	26-F	
Approval of Rehire from 39	9-Month R	eemployment List:		
Wile it along Complete C	DC	orienal Carriel Education	21 4	10/22/12
Whitaker, Sandra S.	Paraprofes	ssional – Special Education	21-A	10/22/12

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

10/19/12

10/27/12

10/25/12

Child Nutrition Worker II

Child Nutrition Worker I

Child Nutrition Worker I

Approval of Placement on 39-Month Reemployment List:

Nicho, Maria G.

Weaver, Sharina R.

Wessels, Sherrii T.

All for Kidz	Lecturer/Presenter (Rolando)	11/09/12
Building Block Entertainment, Inc.	Lecturer/Presenter (Sweetwater Springs)	08/31/12 - 06/14/13
Curran, Jamie	Short-Term Employment (Murdock)	10/01/12 - 06/30/13
Gray, Justin	Short-Term Employment (La Mesa Middle)	09/04/12 - 06/14/13
Kelly, Casey	Short-Term Employment (Murdock)	10/01/12 - 06/30/13
Lareau, Lisa	Short-Term Employment (Murdock)	10/01/12 - 06/30/13
LeDuc, Sandra	Short-Term Employment (Maryland Ave)	10/22/12 - 06/30/13
Martinez, Louie	Lecturer/Presenter (ESS)	11/09/12
Morton, James	Short-Term Employment (La Mesa Middle)	09/04/12 - 06/14/13
Nenow, Daniel	Lecturer/Presenter (ESS)	11/09/12
Pyramid Educational Consultants, Inc.	Consultant (Special Education)	11/08/12 - 06/30/13
San Diego Model Railroad Museum	Lecturer/Presenter (Sweetwater Springs)	09/13/12 - 06/14/13
Straily, Corey	Consultant (Special Education)	11/07/12 - 06/30/13
US Customs and Border Protection	Lecturer/Presenter (Fletcher Hills)	10/26/12

HUMAN RESOURCES 01

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES 7 2 3 REC'D CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANTOR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE JUDIET BE JUDIET TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED. Date 10/5/12 Originating School or Department Rolando Elementary School Soc Sec No Consultant/Lecturer/Presenter Name Sue Kelley / Clyde Heath Taxpayer ID No (for 1099) " Name of Firm or Business All for Kidz Address ~ Background and qualifications of Consultant/Lecturer/Presenter Presentations throughout San Diego County for character education. Split Object School 8 Loc Sub Program to be charged Goal Function Sub Fund Sub Resource 0.00 No charge. 10/5/12 ☐ Consultant ☑ Lecturer/Presenter 10 10/27/12 Date re, Principal or Department Head Date Signature of Assistant Superintendent Additional Approval (If needed) 10 123 APPROVED FOR BOARD Board Approval Date SUBMISSION: Assistant Superintendent, Human Resources AGREEMENT FOR PROFESSIONAL SERVICES day of October , 2012, by and between the LA MESA-THIS AGREEMENT is made and entered into this 5th PRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter-District'), and All for Kidz, (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_ inclusive; or, services shall be provided on the following dates November 9, 2012 COMPENSATION. The District agrees to pay Contractor the amount of No charge to school 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. The NED Show: Character reinforcement assembly Accounting Rev. 9/06 Distribution: Contractor Human Resources Originator

Form Subject to Change - Revised 7/21/10 Page 1 I:\data\shared\E-Forms\E-Form 9974 Lecturer Presenter.doc

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12-13

	La Mesa-Spring Valley School District
	CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES (CO.T. 0.8. 2017)
CON SUE	ITRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE WITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.
Orig	inating School or Department Squeetwater Springs Comm. School Date 8/23/12
-	sultant/Lecturer/Presenter Name "Shows That Teach" Soc Sec No
Nan	ne of Firm or Business Bulding Block Ent Tax
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Вас	kground and qualifications of ConsultanivLecture ir resented Endorsed by County warr fruthout
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	9-27-13
``	Consultant Lecturer/Presenter U/ // Department Head / 2. Date
	10/16/12
	itional Approval (If needed) Date Signature of Assistant Superintendent Date
	ROVED FOR BOARD
	AGREEMENT FOR PROFESSIONAL SERVICES
THIS	AGREEMENT is made and entered into this day of, 20, by and between the LA MESA-
	ting VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District'), and
	(hereafter "Contractor").
WHE	EREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice ad for by this Agreement; and
	EREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described
here	
NOV	VTHEREFORE, 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 AUGUST 31, 20, through Une 14, 20) 2_inclusive; or, services shall be provided on the following dates
3.	COMPENSATION. The District agrees to pay Contractor the amount of
	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.
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	Assembly full feature water science.
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REQUISITION FOR SHORT-TERM EMPLOYMENT

To be completed by school/department and approved prior to service (Submit all copies to Human Resources) Print Name Justin Gray Date 9/20/2012 Describe service performed/Program Objective Accompanist, studio recording.

Date(s) of Serv	ice <u>9/4/12</u>	2 throug	h 6/14/13			Lo	cation of S	ervice <u>L</u>	a Mesa M	liddle S	chool	
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REQUISITION FOR SHORT-TERM EMPLOYMENT

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REQUISITION FOR SHORT-TERM EMPLOYMENT

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Human resources

REQUISITION FOR SHORT-TERM EMPLOYMENT

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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. Date 9/28/12 Originating School or Department Extended School Services Consultant/Lecturer/Presenter Name Louie Martinez Soc Sec No Taxpayer ID No (for 1099) Name of Firm or Business EMT Background and qualifications of Consultant/Lecturer/Presenter EMT will present for ESS Program at LPMS Split Program to Sub School **Function** Object Loc Goal Fund Sub Resource Sub be charged 118/113 ☐ Consultant ☒ Lecturer/Presenter Signature, Principal or Department Head Date 10/18/12 Signature of Assistant Superintendent Date Additional Approval (If needed) 10 25 APPROVED FOR BOARD Board Approval Date Assistant Superintendent, Human Resources Date SUBMISSION: AGREEMENT FOR PROFESSIONAL SERVICES day of September ___, 2012, by and between the LA MESA-THIS AGREEMENT is made and entered into this 28th SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Louie Martinez (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. 2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing November 9th, 2012, through November 9th, 2012 inclusive; or, services shall be provided on the following dates COMPENSATION. The District agrees to pay Contractor the amount of n/a 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 (7th and 8th) from 4:00pm-5:00pm Contractor Distribution: Accounting Rev. 9/06 Human Resources Originator

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Page 1

Form Subject to Change - Revised 7/21/10

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REQUISITION FOR SHORT-TERM EMPLOYMENT

To be completed by school/department and approved prior to service (Submit all copies to Human Resources) Date 9/20/2012 Print Name James E. Morton Describe service performed/Program Objective Percussion accompanist for choral department. Date(s) of Service 9/4/12 through 6/14/13 Location of Service La Mesa Middle School Split Program to be Goal Function Object Sub School Loc Sub Fund Resource charged Sub 100 03 00 0000 000 1110 1000 2900 099 210 120 Total Not to Exceed \$ 750.00 Hourly or Daily Rate (circle one) \$ 60.00 9/20/2012 Education/Spec. Programs (if required) Date Asst. Supt., Business or Asst. Supt., Instruction Date **BOARD APPROVAL DATE** Date No service to be rendered until after Board approval. Assistant Superintendent, Human Resources APPLICATION FOR SHORT-TERM EMPLOYMENT (To be completed by applicant only if not completed previously.) Please Type Soc. Sec. Nr **James** Name <u>Morton</u> Middle 1_ast Address City State/Zip Street Cell phone Telephone 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? 1999-present ☐ 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? \square Yes \square No \square If Yes, please give date of each offense and sentence below: (The District reserves the right to fingerprint all applicants.) Background qualifications for assignment Professional musician; have worked with LMMS choral department for 10+ years with John Law, teacher. Professional references (include those who know of your ability and experience): <u>Telephone</u> Complete Mailing Address Occupation <u>Name</u> Chorus Teacher John Law 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 m acceptability for employment. Date Signature Goldenrod: Originator Yellow: Payroll Rev. 9/06 12213

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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.

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La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTUREN/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 Special Education Date October 5, 2012 Consultant/Lecturer/Presenter Name Nina Truehart Soc Sec No Taxpayer ID No (for 109-Name of Firm or Business Pyramid Educational Consultants, Inc. Background and qualifications of Consultant/Lecturer/Presenter Picture Exchange Communication System Workshop Split Program to Sub Resource Sub Goal **Function** Object School Loc Fund be charged 5001 2140 5800 536 Special Ed 06 00 6500 000 020 100 ☐ Consultant ⊠ Lecturer/Presenter 10/5/12 Signature, Principal or Department Head Signature of Assistant Superintendent Additional Approval (If needed) Date APPROVED FOR BOARD Board Approval Date SUBMISSION: Assistant Superintendent, Human Resources Date AGREEMENT FOR PROFESSIONAL SERVICES THIS AGREEMENT is made and entered into this 8th day of November , 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District'), and Pyramid Educational Consultants, 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 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 11/8/12 through 6/30/13 inclusive; or, services shall be provided on the following dates _ 3. COMPENSATION. The District agrees to pay Contractor the amount of \$5000 presenter fee; \$850 travel; \$300 lodging; \$80 meals; \$2200 materials (not to exceed \$10,000.00) 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 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. Two-day workshop plus materials Accounting Distribution: Contractor 9974 Rev. 9/06

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Human Resources Originator

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La Mesa-Spring Valley School District

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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 RESCURCES FOR BUDGET APPROVAL THREE (3) WEBIS PROR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

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Addres	r business_							ı axı	payer ID No	(tor 108	[≥)	
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La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

D SIGNED BY CONSULTANT OR LECTURER/PRESENTER APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE

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Originating School or Department Fletcher Hills Elementary School									Date <u>9/23/11</u>					
Consultant/Lecturer/Presenter Name U.S. Customs and Border Protection										_Soc Sec No				
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Consultant 🗵 Lecturer/Presenter 2000 Signature, Principal or Department Head Date														
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APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources Date Board Approval Date												proval Date		
AGREEMENT FOR PROFESSIONAL SERVICES														
	THIS AGREEMENT is made and entered into this <u>27th</u> day of <u>September</u> , 20 <u>12</u> , by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District'), and <u>U.S. Border Patrol</u> (hereafter "Contractor").													
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WHER	REAS, Cont	ractor repr	esents tha	at he or she i	s specially	y trained, exp	perienced, a	nd competer	nt to provi	de the spec	ial servic	es 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	THEREFO	RE. it is ma	utually agr	reed by the p	arties hen	eto as follow	rs:							
1. <u>E</u>	V THEREFORE, it is mutually agreed by the parties hereto as follows: <u>EMPLOYMENT OF CONTRACTOR</u> . The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.													
	IERM OF AGREEMENT. The term of this Agreement shall be for the period commencing, through, ndusive; or, services shall be provided on the following dates Friday, October 26, 2012													
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p	COMPENSATION. The District agrees to pay Contractor the amount of NO CHARGE 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.													
, 1	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.												the agente	
ā	In conjunction with Red Ribbon Week, the U.S. Border Patrol agents will give a presentation of the duties of the agents and canine partners in their guest to intercept criminals and narcotics. The presentations will be offered at the appropriate age level of the children. There will be a presentation from 1:00-1:30 for grades K-2 and one from 1:40-2:10													
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La Mesa-Spring Valley School District GOVERNING BOARD AGENDA November 7, 2012

PREPARED BY: Claudia Bender

Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations

Action Item

Authorization to Enter into an Agreement with Grand Canyon University

Each year, various institutions of higher education request assistance with the professional training of teachers, counselors, speech therapists and psychologists.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize staff to enter into the <u>attached</u> agreement with Grand Canyon University.

Student Teaching Affiliation Agreement Between Grand Canyon University And La Mesa- Spring Valley School District

- 1. <u>Parties</u>: This agreement is entered into on this **27th** day of September by and between Grand Canyon University and **La Mesa-Spring Valley School District** located at 4750 Date Avenue, La Mesa, CA 91942. Hereafter referred to as the "District."
- 2. <u>Purpose</u>: The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Grand Canyon University may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
- 3. <u>Term</u>: The term of this Agreement begins 9/27/2012 and ends December 31, 2013.
- 4. Compliance with Handbook and Policy: Grand Canyon University and Grand Canyon University's participating students shall comply with all policies of the District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Grand Canyon University. Prior to assignment of students to the District, Grand Canyon University will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Attachment A. Failure to complete the requirements will result in non-placement of students.
- 5. <u>Confidentiality</u>: Grand Canyon University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. Any breach of confidentiality by a participating Student shall be grounds for immediate termination of the clinical experience.
- 6. <u>Indemnification and Hold Harmless</u>: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
- 7. **Assignment**: The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.
- 8. <u>Notices</u>: Notices under this agreement shall be mailed or delivered to the parties as follows:

University District
Dr. Kimberly LaPrade Claudia Bender

Dean, College of Education Grand Canyon University 3300 West Camelback Road Phoenix, Arizona. 80517 Assistant Superintendent, Human Resources La Mesa-Spring Valley School District 4750 Date Avenue La Mesa, CA 91942

- 9. <u>Modification of Agreement</u>: This agreement may be modified only by written amendment executed by all parties.
- 10. <u>Termination</u>: Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.
- 11. <u>Partnership/Joint Venture/Employment</u>: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
- 12. Nondiscrimination: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

13. Responsibilities of Grand Canyon University

- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- B. Grand Canyon University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. Grand Canyon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
 - i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Combined Single Limit \$2,000,000 General Aggregate \$1,000,000 Products Aggregate \$1,000,000 Personal Injury \$5,000 Medical Payments

Coverage:

Premises/Operation Liability Medical Payments Liability Contractual Liability Personal Injury Liability

Independent Contractors

ii. Business Auto (Minimum Requirements):

Limits of Liability:

\$1,000,000 Combined Single Limit

Coverage:

Business Auto Liability including owned, hired, and non-owned autos

iii. Certificates of Insurance:

14. Special Provisions – Rates and Payment

- (a) A \$ 550.00 Grand Canyon University supervisor stipend per sixteen (16) week session of full-time student teaching for Special Education/General Education Credential candidates shall be paid by Grand Canyon University. Longer or shorter assignments will be assessed on a pro-rated basis.
- (b) Compensation will not be provided for practicum courses.
- (c) Cooperating teachers at the school site will be paid according to the Teacher Education Fieldwork and Student Teaching Agreement Special Provisions section.

METHOD OF PAYMENT: Stipend is to be paid directly to Cooperating Teacher. Grand Canyon University pays its customary stipends. Should stipends be a lesser amount than those of the district, the candidate shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

La Mesa-Spring Valley School District

By:	By:
(Signature)	(Signature)
Name Dr. Kimberly LaPrade (Please print or type)	Name Claudia Bender (Please print or type)
Title: Dean, College of Education	Title: Assistant Superintendent Human Resources
Date:	Date:

La Mesa-Spring Valley School District GOVERNING BOARD AGENDA November 7, 2012

PREPARED BY: Claudia Bender

Assistant Superintendent, Human Resources

ITEM NUMBER: HR-5 Human Resources Recommendations

Action Item

Approval of Administrative Interns

The Administrative Intern Program offers administrative experiences for certificated staff interested in careers as managers. Program participants are involved in a variety of experiences: attending workshops designed to enhance their knowledge of District policies and procedures, attending selected management meetings and seminars and serving as a site leader in the absence of the assigned administrator. The program will be facilitated by Lois DeKock.

Six certificated employees have been interviewed and selected as Level I Interns:

- Emily Fleming
- Kristin Gentile
- Monica Gideon
- Jane Marroquin-Llamas
- Elizabeth Rackliffe
- Ginger Radenheimer

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint the above-named individuals as Level I Administrative Interns.

MINUTES

BOARD OF EDUCATION MEETING LA MESA-SPRING VALLEY SCHOOL DISTRICT

REGULAR MEETING: October 2, 2012

The meeting was called to order at 6:35 p.m. at the Education Service Center by the President, Mr. Baber.

CALL TO ORDER

ESTABLISHMENT OF

Baber, Duff, Halgren, Turner, Winet

QUORUM

Board members absent: None

Staff members present

Board members present:

Bender, Marshall, Walker

on assignment:

CLOSED SESSION

CLOSED SESSION

At 6:36 p.m. the President called for a closed session to discuss public employee appointment – Assistant Superintendent, Business Services.

Board members Baber, Duff, Halgren, and Winet; the Superintendent; Assistant Superintendents Human Resources and Learning Support; and Jerry Gross, Hazard, Young, Attea & Assoc., Ltd., adjourned to the session, which was held in the Boardroom.

The President adjourned the closed session at 7:04 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 Bender, Marshall, Martinez, Walker

assignment:

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

It was moved by Duff, seconded by Turner, and carried unanimously to approve the minutes of the regular meeting of September 18, 2012, as

presented.

MINUTES Approved as presented

COMMUNICATIONS

COMMUNICATIONS

Memo from the Superintendent regarding a CSBA Facilitated Workshop on Student Health and Wellness – Link to Learning B. Marshall, Superintendent CSBA facilitated Workshop

Memorandum of Agreement for the After School Education and Safety (ASES) Program ASES MOU

PowerPoint for Magnet School Conversation

Magnet School PowerPoint

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Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding Spring Valley Middle School Band Performances

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding a La Mesa Middle School Study Trip

President Baber announced he had flyers for the "Sustain La Mesa" Environmental Festival on October 27, 10:00 a.m. at Harry Griffen Park.

Misty Thompson, Coordinator, Safe Routes to School Program, showed a brief video and updated the Board on the program and announced National Walk to School Day on October 3. La Mesa Kids Walk & Roll to School is a federally funded Safe Routes to School Program that supports the City of La Mesa and the La Mesa-Spring Valley School District's "Live Well" Community Wellness Initiative. The program operates at eight schools within La Mesa and encourages children and families to walk or bike to school.

K. Walker, Asst. Supt., LS SVMS Band Performances

K. Walker, Asst. Supt., LS LMMS Study Trip

B. Baber, Board President Sustain La Mesa Festival

M. Thompson, Coordinator Safe Routes to School

AGENDA AGENDA

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

HEARING SESSION

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

Jerry Lecko, former District parent, heard about the possibility of magnet schools and believes this discussion is necessary and vital to the future of the District.

Nicole Demuth, a long-term substitute who has worked at five different District schools and has been laid off several times, suggested that creative solutions are needed in difficult times so others can realize their dreams of being teachers.

REPORTS OF OFFICERS OF THE BOARD

In April 2007 Competitive Edge Research & Communication conducted a phone survey of District residents with children under the age of 14 to gauge interest in a potential school within a school or magnet school. At the September 18, 2012 Board meeting, the Board expressed a desire to re-visit this data. The most strongly supported concepts were technology and performing arts, followed by foreign language and community service. Location between Highways 8 and 94 was preferred, and safety was a priority. After-school sports programs and improved sports facilities were popular, and free bus transportation was an incentive.

Approved as presented

HEARING

J. Lecko, former District parent Magnet schools

> N. Demuth, long-term sub Creative solutions needed

REPORTS

Discussion re Magnet Schools

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There was discussion among the Board regarding the following issues: member Duff stated magnets attract students and, in many cases, transportation issues can be overcome. Member Turner expressed an interest in a Science, Technology, & Engineering Magnet (STEM) and a performing arts program and stated the Board shouldn't be closed minded about the budget - we can repurpose existing resources. President Baber expressed an interest in placing a performing arts program at La Mesa Middle School and stated that we have a performing arts program already in Peter Pan Jr. Theater. Dr. Turner suggested La Presa Middle for a STEM program, and President Baber mentioned that Spring Valley Middle could be considered as more of a central location for a STEM program. Mr. Winet stated he was interested in both programs and member Halgren suggested including part of elementary and middle school grades for continuity. The Superintendent suggested a school within a school could be created on any middle school campus with 4th-8th grades.

Jerry Lecko, former District parent, stated that 10 years ago, when the Superintendent was a Principal at La Mesa Middle School, he participated as a parent rep on a Middle School Restructuring Design Team. The team was directed to think in terms of concepts rather than definite ideas. He encouraged the Board give the Superintendent and any subcommittee(s) flexibility to explore various concepts.

Beth Thomas, Principal, La Mesa Middle School, expressed appreciation, on behalf of the middle schools, for the Board's interest in this opportunity and said the schools are enthusiastic to begin studying the magnet concept.

The Board directed the Superintendent to explore a magnet school concept using a broad-based working group, and report back to the Board in Spring 2013.

NEW BUSINESS

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

Purchase Orders G40890 through G41104 totaling \$547,625.97

Warrants September 10 through September 19 totaling \$686,350.83

Expenditures in the amount of \$3,028.00

Travel of the people listed as attached.

J. Lecko, former District parent Magnet School concept flexibility

B. Thomas, Principal, LMMS Appreciation for Board's interest in concept

Supt. to explore magnet school concept and report back to Board in Spring 2013

NEW BUSINESS

Consent Calendar Approved

Purchase Orders

Warrants

Revolving Cash Fund Reimbursements from the General Fund

Travel

It was moved by Duff, seconded by Turner, and carried unanimously to accept the following gifts with thanks: \$1000.00 from Fletcher Hills Elementary School PTA to Fletcher Hills Elementary for the purchase of iPods; \$881.14 from Target through the *Take Charge of Education* program, to Fletcher Hills Elementary for instructional supplies; \$1846.00 from Murdock Elementary School PTA to Murdock Elementary for study trip buses; and \$940.00 from the U.S.S. Midway Museum to Murdock Elementary for 5th-grade classes to attend *On Board with Weather*.

Gifts – FLH and MUR Accepted with thanks

It was moved by Winet, seconded by Halgren, and carried unanimously to approve Agreements for Private Vehicle Transportation In-Lieu of Transportation. Private Vehicle Transportation Approved

It was moved by Turner, seconded by Halgren, and carried unanimously to authorize staff to enter into an Expanded Special Education Master Contract with Aseltine School. Expanded Sp.Ed. Master Contract w/Aseltine School Authorized

It was moved by Halgren, seconded by Turner, and carried unanimously to authorize staff to enter into a Memorandum of Understanding with San Diego Unified School District to Provide Title I Services to St. Martin of Tours Academy and St. Michael's Academy.

MOU with SDCOE for Title I services Authorized

It was moved by Winet, seconded by Turner, and carried unanimously to authorize staff to participate in the Natural Helpers Program Training.

Natural Helpers Training Authorized

It was moved by Halgren, seconded by Turner, and carried unanimously to accept the Uniform Complaint Quarterly Report with zero complaints for the quarter ending 9/30/12.

Uniform Complaint Quarterly Report Accepted

It was moved by Halgren, seconded by Duff, and carried unanimously to adopt Resolution 12-13-13, Participation in Drug Awareness/Red Ribbon Week.

Res. 13, Drug Awareness/Red Ribbon Week Adopted

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to enter into a Memorandum of Agreement with the After School Education and Safety (ASES) Program.

MOA with ASES Program Authorized

HUMAN RESOURCES RECOMMENDATIONS

Human Resources Recommendations Approved as amended

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

Res. 14, Elim. and/or Reduc. of Classified Positions Adopted

It was moved by Duff, seconded by Halgren, and carried unanimously to adopt Resolution 12-13-14, Elimination and/or Reduction of Classified Positions

SUPERINTENDENT

It was moved by Turner, seconded by Halgren, and carried unanimously for the Board to meet in a Study Session on November 7, 2012, 5:00-6:30 p.m., regarding wellness with Luan Rivera, a consultant with the California School Boards Association.

Discussion re Student Health & Wellness—CSBA facilitated Board Study Session Scheduled for 11/7/12

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Duff announced the La Mesa Intergenerational Games will be held at La Mesa Middle School October 11 from 9:30 a.m. -12:00 Noon.

Mr. Duff additionally announced he attended the retirement event for Yvonne Silverman, School Office Manager at Fletcher Hills Elementary School and stated her departure will be a loss to the District.

President Baber announced the "Sustain La Mesa" Environmental Festival on October 27, 10:00 a.m. at Harry Griffen Park and distributed flyers for the event.

Mr. Winet announced an exciting meeting with Bill Walton and Jerry Fazio of the Boys & Girls Clubs of East County regarding Mr. Walton possibly becoming the chair of the fund-raising committee for the Boys & Girls Clubs to construct a gymnasium on the campus of La Mesa Middle School. Construction for the \$7-10 million project is anticipated to begin in three years, and Mr. Winet stated there is a lot of community support.

President Baber announced the District/City Steering Committee will meet on October 3 and will discuss plans for the gymnasium. He requested that plans be brought to the Board. The Superintendent will coordinate.

Dr. Turner announced she visited La Mesa Dale and La Presa Elementary and La Presa Middle Schools. She spoke with Mike Allmann, La Presa Middle School Principal, who stated he was excited for the students to work with technology, and she found students engaged.

At 8:16 p.m. the President announced a recess.

CLOSED SESSION

At 8:22 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups; and conference with legal counsel – anticipated litigation (1 case). The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

CLOSED SESSION

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At 8:35 p.m. the President reconvened the meeting and announced the Board, in closed session, took the following action:

It was moved by Winet, seconded by Turner, and carried unanimously, to settle a claim (File 10-2-12-1) in the amount of \$107,500.00.

Settlement of Claim in the amount of \$107,500.00

The meeting was adjourned at 8:36 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 November 7, 2012.

Penny Halgren, Clerk of the Board of Education