

La Mesa-Spring Valley School District

Board of Education

December 6, 2011

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, December 6, 2011 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

1. Call to Order
2. Pledge of Allegiance
3. Establishment of Quorum
4. Election of President, Vice President, and Clerk through December 2012

MINUTES OF PREVIOUS MEETINGS

Action

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. 2011-12 First Interim Financial Report

Information

NEW BUSINESS

BUSINESS SERVICES

1. Approval of 2011-12 First Interim Financial Report

Action

SUPERINTENDENT

1. Approval of Board of Education Schedule of Meetings – January 2012 Through December 2012
2. Adoption of Board Policy Updates
3. Nomination for Representatives to the California School Boards Association Delegate Assembly, Region 17

Action

Action

Action

BUSINESS SERVICES (cont.)

2. Consent Calendar*

Action

- a. Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements

- | | | |
|----|--|--------|
| b. | Rejection of Claim – Student at Rancho Elementary School | |
| 3. | Adoption of Annual Developer Fee Report for Fiscal Year 2010-11 | Action |
| 4. | Adoption of Five-Year Developer Fee Report for Fiscal Year 2010-11 | Action |
| 5. | Authorization to Enter into a Revised Agreement with Grossmont Union High School District to Conduct Grossmont Adult School Classes at Bancroft Elementary School | Action |
| 6. | Authorization to Enter into the Second Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority to Perform as Construction Management Consultant to Complete the District's Proposition M Projects | Action |

LEARNING SUPPORT

- | | | |
|----|---|--------|
| 1. | Acceptance of Gift – Rancho Elementary School | Action |
| 2. | Authorization to Conduct Student Excursion – La Presa Middle School Band (Grossmont Center) | Action |
| 3. | Authorization to Conduct Student Excursion – Spring Valley Middle School Band (Disneyland) | Action |
| 4. | Ratification of Student Excursion – Spring Valley Middle School Band (La Jolla Christmas Parade) | Action |
| 5. | Authorization to Enter into an Expanded Special Education Master Contract with Springall Academy | Action |
| 6. | Authorization to Enter into an Expanded Special Education Master Contract with Aseltine School | Action |
| 7. | Authorization to Enter into Special Education Master Contract with C.A.R.E.S. | Action |
| 8. | Authorization to Enter into a Memorandum of Agreement with San Diego Unified School District to Provide Title I Services to St. Martin of Tours Academy | Action |
| 9. | Acceptance of Gift – La Mesa-Spring Valley Educational Foundation, Minigrants | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|---|-------------------|
| 1. | Approval of New Position of Supervisor, Technology and Learning Resources, with Placement on the Classified Supervisory Salary Schedule at \$70,340 (Step 1) to \$89,060 (Step 6) | Action |
| 2. | Authorization to Revise Classified Supervisory Salary Schedule | Action |
| 3. | Standard Human Resources Recommendations | Action |
| 4. | Authorization to Enter into a Memorandum of Understanding with Orange Unified School District – Autism Spectrum Disorder Added Authorization | Action |
| 5. | Authorization to Enter into a Memorandum of Understanding with Orange Unified School District – Education Specialist Clear Credential Program | Action |
| 6. | Appointment of Personnel Commissioner | Action |
| 7. | Resolution 11-12-11, Elimination and/or Reduction of Classified Positions | Roll Call
Vote |

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)
2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)
3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)
4. Conference with Legal Counsel – Existing Litigation (Matovu v. LMSVSD and Duffett v. LMSVSD) (GC 54956.9)

ADJOURNMENT

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: **Brian Marshall**
 Superintendent

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: R-1 Reports of Officers of the Board
2011-12 First Interim Financial Report

Assembly Bill 1200 requires each school district to submit two interim financial reports to the governing board each fiscal year. The first interim report shall cover the financial and budgetary status of the District for the period ending October 31, 2011. The second interim report shall cover the period ending January 31, 2012. Included in the report is a certification that the District will be able to meet its financial obligations for the remainder of the year and the next two fiscal years.

David Yoshihara, Assistant Superintendent, Business Services; and Robyn Adams, Director, Fiscal Services, will review the enclosed First Interim Report and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1 New Business
Approval of 2011-12 First Interim Financial Report

Assembly Bill 1200 requires each school district to submit two interim financial reports to the governing board each fiscal year. The first interim report shall cover the financial and budgetary status of the District for the period ending October 31, 2011. The second interim report shall cover the period ending January 31, 2012. Included in the report is a certification that the District will be able to meet its financial obligations for the remainder of the year and the next two fiscal years.

Education Code Sections 42130 and 42131 require that interim reports be submitted to the governing board on the Standard Account Code Structure forms, which is the format prescribed by the Superintendent of Public Instruction.

Enclosed are the forms and narrative necessary to report the financial position of the District as of October 31, 2011. Based upon this information, the District will be able to meet its financial obligations for the remainder of the fiscal year and the next two fiscal years.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the First Interim Financial Report and authorize administration to transmit the report and positive certification to the County Department of Education.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: S-1 New Business
Approval of Board of Education Schedule of Meetings – January 2012
Through December 2012

Attached is a proposed schedule of meetings for the Board of Education for January 2012 through December 2012. In general, meetings are scheduled on the first and third Tuesday of each month. One meeting is scheduled for each of the months of January, April, July, October, November and December. Special meetings may be called as necessary during the year.

ADMINISTRATIVE RECOMMENDATION

The Board is invited to suggest any changes it feels might be more appropriate for accomplishing the work of the District.

La Mesa-Spring Valley School District
Warren T. Hogarth Education Center
4750 Date Avenue, La Mesa, CA
619-668-5700

Board of Education
Schedule of Meeting Dates
January 2012 Through December 2012 – 7:00 P.M.

January 17

July 17

February 7
February 21

August 7
August 21

March 6
March 27 (4th Tues.)

September 4
September 18

April 24 (4th Tues.)

October 2

May 1
May 15

November 7 (Wed.)

June 6 (Wed.)
June 19

December 11

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-2 New Business**
 Adoption of Board Policy Updates

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

ADMINISTRATIVE RECOMMENDATION

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

**Board Policy Comparisons
December 2011**

Delete	Add	Significant Changes
BP/AR revised	BP/AR 1113	<p>District and School Web Sites</p> <p>Updated policy (1) includes new section on "Design Standards" addressing accessibility of web sites to individuals with disabilities per U.S. Department of Justice technical assistance publication, (2) relates policy regarding advertising in school publications (BP 1325 - Advertising and Promotion) to advertising on district and school web sites, and (3) clarifies options related to posting of individual student photographs. Updated regulation deletes legal requirement to make school accountability report cards available on the Internet which repeated material in 0510 - School Accountability Report Cards. Regulation also contains material formerly in BP re: copyrighted material and external links, and adds new material re: individual teacher or classroom pages, editorial review of content, and staff development.</p>
BP revised	BP 3100	<p>Budget</p> <p>Updated policy expands section on "Fund Balance" to include sample policy statements, in compliance with Governmental Accounting Standards Board Statement 54, related to (1) how funds will be committed by the board to the "committed fund balance," (2) delegation of the authority to assign funds to the "assigned fund balance," (3) the order in which fund balances will be spent when multiple fund balance types are available for an expenditure, and (4) the minimum level of unrestricted fund balances that will be maintained in the general fund. Policy also reflects NEW LAW (SB 70) which extends the timeline for restoring the level of reserves to the level specified in state regulations and NEW LAW (AB 114) which requires districts, for the 2011-12 fiscal year, to base their budget on the same level of state revenues received in the 2010-11 fiscal year.</p>
BP revised	BP 3280	<p>Sale or Lease of District-Owned Real Property</p> <p>Policy updated to reflect NEW LAW (SB 70, 2011) which extends, until January 1, 2014, the authorization to use the proceeds from the sale of surplus real property, along with the proceeds from any personal property located on such surplus real property, for any one-time general fund purpose. Date in text deleted to eliminate the need for additional revision if flexibility is extended in the future.</p>
BP added	BP 4033	<p>Lactation Accommodation</p> <p>New policy reflects state law and NEW FEDERAL LAW (P.L. 111-148) requiring employers to provide reasonable break time and an appropriate place for employees who are nursing mothers to express breast milk for their infant children, including requirements related to the designated location and the limited circumstances under which accommodation can be denied.</p>

AR revised	AR 4112.2	<p>Certification</p> <p>Updated regulation reflects NEW TITLE 5 REGULATIONS (Register 2010, No. 43) which (1) provide that the Short-Term Staff Permit (STSP) and Provisional Internship Permit (PIP) now include an English learner authorization allowing the holder to provide services in English language development (ELD) or specially designed instruction in English (SDAIE); (2) allow the district to request that the holder of a STSP or PIP be granted a bilingual authorization to provide instruction in primary language development or content instruction delivered in the primary language; and (3) replace the Emergency Bilingual, Crosscultural, Language and Academic Development (BCLAD) Permit with an Emergency Bilingual Authorization Permit. Regulation also revises section on "Verification of Credentials" to reflect use of the Commission on Teacher Credentialing's (CTC) online system to verify credentials, and revises the section on "Basic Skills Proficiency" to clarify that there are multiple ways that teachers can fulfill the requirement to demonstrate basic skills proficiency beyond the California Basic Educational Skills Test.</p>
AR retitled and revised	AR 4112.22	<p>Staff Teaching English Language Learners</p> <p>Retitled regulation adds definitions of "English learner" and "primary language instruction." Regulation also reflects NEW TITLE 5 REGULATIONS (Register 2010, No. 43) which authorize holders of the STSP or PIP to provide ELD and SDAIE services or, upon approval by the CTC for qualified individuals, to provide primary language instruction. Material re: Certificate of Completion of Staff Development revised to reflect sunseting of law which formerly allowed multiple subject, single subject, and education specialist holders to qualify to provide SDAIE by completing a CTC-approved staff development program and to clarify that this option is now available only to holders of the designated subjects teaching credential or service credential with a special class authorization. New paragraph added to reflect requirements related to employment of teachers from a foreign country who hold a sojourn credential.</p>
BP/AR revised	BP/AR 5030	<p>Student Wellness</p> <p>MANDATED policy updated to reflect NEW FEDERAL LAW (P.L. 111-296) which moved and revised legal requirements related to student wellness policies. Law now requires (1) involvement of specified stakeholders in policy implementation and review; (2) establishment of goals for nutrition promotion as well as nutrition education; and (3) periodic assessment of the implementation of the wellness policy, including comparison of the district's policy with model wellness policies provided by the U.S. Department of Agriculture. Policy also adds optional language re: programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and joint use agreements to expand use of district and/or community facilities for recreation or sports activities. Section on "Nutritional Guidelines for Foods Available at School" adds consideration of students with special dietary needs and encourages schools' participation in after-school snack programs and summer meal programs.</p>

BP deleted, AR revised	BP/AR 5142.1	Identification and Reporting of Missing Children Unnecessary policy deleted and legal requirements re: fingerprinting program moved to AR. Regulation revised to more directly reflect law re: posting the Department of Justice (DOJ) poster on missing children and reviewing the DOJ's quarterly missing person bulletin. Regulation also adds new material related to the "Amber Alert" system and to actions to be taken in the event an employee recognizes a child who has been reported as missing or witnesses an abduction.
BP revised, Exhibit deleted	BP/E 5145.11	Questioning and Apprehension by Law Enforcement Policy updated to reflect NEW COURT DECISION (Camreta v. Greene) which vacated the Ninth Circuit Court of Appeal's decision that required law enforcement to have parental consent, warrant, or other court order to interview a student in school absent exigent circumstances. Exhibit containing sample form for recording the source of law enforcement's authority for the interview is no longer necessary.
BP/AR revised	BP/AR 5148	Child Care and Development MANDATED policy revised to delete reference to school-age community child care services (repealed), add language addressing facilities for child care and development services, deletes options related to ages of children served (now addressed in AR) and hours of operation, and revise material on program evaluation to more directly reflect state requirements. MANDATED regulation updated to reflect NEW LAW (AB 2084, 2010) which establishes beverage standards for licensed child care centers effective January 1, 2012. Section on "Enrollment" (1) reflects NEW LAW (SB 70, 2011) which changes the income threshold for subsidized services, and (2) explains that, since the "centralized eligibility list" is not currently funded by the state, it is only available if a county chooses to provide this service at its own expense.
BP revised	BP 6111	School Calendar Updated policy reflects NEW LAW (SB 70, 2011) which extends, until the end of the 2014-15 school year, authorization for districts to reduce the length of the school year without incurring financial penalties.
BP revised	BP 6152	Class Assignment Updated policy expands the criteria used when assigning students to specific classes to include clustering English learners by their language proficiency level. It is recommended that no more than one third of any class should be English learners to ensure English role models in every room.
BP revised	BP 6174	Education for English Language Learners Updated policy includes statement that English language learners will be assigned to classes based on his/her CELDT level to provide the most effective learning environment. When clustering English learners, schools should use a guideline of one-third English learners and two-thirds English-only students, thus providing strong English role models for all students.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-3 New Business**
 Nomination for Representatives to the California School Boards
 Association Delegate Assembly, Region 17

Nominations for representatives to the California School Boards Association (CSBA) Delegate Assembly are being accepted until January 9, 2012. The attached information provides details on the roles and responsibilities of a delegate and nomination procedures. School boards, which are CSBA members, are eligible to nominate board members for this position. Each board may nominate as many individuals as it chooses.

ADMINISTRATIVE RECOMMENDATION

Board members are urged to review the material and be prepared to discuss potential nominations for representatives to the California School Boards Association Delegate Assembly.



California School Boards Association

TIME SENSITIVE – For Board ACTION –
Nominations due Monday, January 9, 2012
Please deliver to all members of the governing board. Thank you.

October 28, 2011

MEMORANDUM

TO: Board Presidents and Superintendents - CSBA Member Boards of Education
FROM: Martha Fluor, President
SUBJECT: **Call for Nominations for CSBA Delegate Assembly**

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. **Nomination and Candidate Biographical Sketch forms for CSBA's Delegate Assembly are now being accepted until Monday, January 9, 2012.** All forms and information related to the election process are available to download from the CSBA website at www.csba.org/AboutCSBA.aspx.

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion.
- Boards may nominate as many individuals as it chooses by using the nomination form.
- Approval from board member to be nominated to CSBA's Delegate Assembly.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form and an optional one-page, one-sided résumé, (résumé cannot be substituted for the candidate biographical sketch form).
- All nomination materials must be postmarked or faxed no later than **Monday, January 9.**
- Delegates serve two-year terms beginning April 1, 2012 through March 31, 2014
- There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade show in November/December.

For further information about the Delegate Assembly, please contact Michelle Neto in CSBA's Administration department at (800) 266-3382. You may download the following forms and find more information at www.csba.org/AboutCSBA.aspx. Thank you.

- ❖ Delegate Assembly Brochure
- ❖ Nomination Form
- ❖ Candidate's Biographical Sketch Form
- ❖ Important Dates
- ❖ List of all Delegates whose term expires in 2012
- ❖ Alphabetical List of Districts and County offices
- ❖ FAQ

3100 Beacon Boulevard
P.O. Box 1660
West Sacramento, CA 95691
(916) 371-4691 • FAX (916) 371-3407



2012 Delegate Assembly Nomination Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

CSBA Region/subregion #____/____

The Board of Education of the _____
(Nominating School District or COE)

wishes to nominate _____
(Nominee)

The nominee is a member of the _____,
(Nominee's School District or COE)

which is a member of the California School Boards Association.

- ☐ The nominee has consented to this nomination.
- ☐ Attached is the nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé.
- ☐ The nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: The nomination and candidate biographical sketch forms must be faxed or U.S. postmarked no later than **Monday, January 9, 2012**. Forms postmarked or faxed after January 9 cannot be accepted. Please contact Michelle Neto at (800) 266-3382 should you have any questions.

Return nomination to:

California School Boards Association | 3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 or (916) 669-3305 | www.csba.org

**CSBA**

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: _____	CSBA Region/Subregion: _____ / _____
District or COE: _____	Years on board: _____ ADA: _____
Contact Number: _____	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No	If you, how long have you served as a Delegate? _____

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ Date: _____

CSBA DELEGATES WHOSE ELECTED TERM EXPIRES IN 2012

Below are the names of Delegates in each region/subregion whose term expires in 2011 and are up for re-elections, if they choose to run. Delegates must be nominated by a CSBA member board that is located within the region or subregion. If a subregion is not listed, it is because the Delegate's term has not expired. *Nomination and Candidate Biographical sketch forms are due Monday, January 9, 2012.*

REGION 1 - Counties: Del Norte, Humboldt, Lake, Mendocino

Subregion 1-A (Del Norte, Humboldt)

Vacant (Two-Year Term)

Subregion 1-B (Lake, Mendocino)

Kathy James (Ukiah USD)

REGION 2 - Counties: Lassen, Modoc, Plumas, Shasta, Siskiyou, Trinity

Subregion 2-C (Lassen, Plumas)

Ken Theobald (Lassen Union HSD)

REGION 3 - Counties: Marin, Napa, Solano, Sonoma

Subregion 3-A (Sonoma)

Katherine Sanchez (Bennett Valley Union SD)

Subregion 3-C (Solano)

Patricia Shamansky (Fairfield-Suisun USD)

Subregion 3-D (Marin)

Linda M. Jackson (San Rafael City Schools)

REGION 4 - Counties: Butte, Colusa, Glenn, Nevada, Placer, Sierra, Sutter, Tehama, Yuba

Subregion 4-A (Glenn, Tehama)

Rhonda J. Johnson (Red Bluff Joint Union HSD)

Subregion 4-C (Colusa, Sutter, Yuba)

Jim Flurry (Marysville Joint USD)

Subregion 4-D (Nevada, Placer, Sierra)

Brian Haley (Western Placer USD)

REGION 5 - Counties: San Francisco, San Mateo

Subregion 5-B (San Mateo)

Peter H. Hanley (San Mateo Union HSD)

Shelly Masur (Redwood City ESD)

Chris Thomsen (Sequoia Union HSD)

REGION 6 - Counties: Alpine, Amador, El Dorado, Mono, Sacramento, Yolo

Subregion 6-A (Yolo)

Susan Lovenburg (Davis Joint USD)

Subregion 6-B (Sacramento)

Janis Green (Twin Rivers USD)

Bruce Roberts (Natomas USD)

Teresa Stanley (Folsom-Cordova USD)

Subregion 6-C (Alpine, Amador, El Dorado, Mono)

Ellen Driscoll (Rescue Union ESD)

REGION 7 - Counties: Alameda, Contra Costa

Subregion 7-A (Contra Costa)

Kathi McLaughlin (Martinez USD)

Raymond Valverde (Liberty Union HSD)

William L. Wong (Pittsburg USD)

Subregion 7-B (Alameda)

Valerie Arkin (Pleasanton USD)

Janice Friesen (Castro Valley USD)

Michael McMahon (Alameda City USD)

Anne White (Livermore Valley Joint USD)

REGION 8 - Counties: Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne

Subregion 8-A (San Joaquin)

Ken Davis (Lodi USD)

Diana Machado (Linden USD)

Evelyn Moore (Manteca USD)

Subregion 8-C (Stanislaus)

Faye Lane (Ceres USD)

Subregion 8-D (Merced)

Ida M. Johnson (Merced Union HSD)

REGION 9 - Counties: Monterey, San Benito, San Luis Obispo, Santa Cruz

Subregion 9-A (San Benito, Santa Cruz)

Bernard Bricmont (Live Oak ESD)

Rachel Dewey-Thorsett (Santa Cruz City Schools)

Subregion 9-B (Monterey)

Bettye L. Lusk (Monterey Peninsula USD)

Subregion 9-C (San Luis Obispo)

Mark Buchman (San Luis Coastal USD)

REGION 10 - Counties: Fresno, Kings, Madera

Subregion 10-B (Fresno)

Gilbert F. Coelho (Firebaugh-Las Deltas USD)

Jose Dominguez (Kerman USD)

Betsy J. Sandoval (Clovis USD)

Subregion 10-C (Kings)

Vacant (Two-Year Term)



California School Boards Association
3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 | E-Mail: csba@csba.org | www.csba.org

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REGION 11 - Counties: Santa Barbara, Ventura & Las Virgenes USD

Subregion 11-A (Santa Barbara)

Jack C. Garvin (Santa Maria Joint Union HSD)

Subregion 11-B (Ventura County and Las Virgenes USD)

Darlene A. Bruno (Hueneme ESD)

Rob Collins (Simi Valley USD)

Ana Del Rio-Barba (Oxnard ESD)

Jan Iceland (Oak Park USD)

REGION 12 - Counties: Kern, Tulare

Subregion 12-A (Tulare)

Donna S. Martin (Visalia USD)

Richard Morris (Porterville USD)

Subregion 12-B (Kern)

William H. Farris (Sierra Sands USD)

Scott Starkey (Southern Kern USD)

REGION 15 - Counties: Orange County and Lowell Jt. USD

Tammie Bullard (Tustin USD)

Meg Cutuli (Los Alamitos USD)

Judy Franco (Newport-Mesa USD)

Susan Henry (Huntington Beach Union HSD)

Kathryn A. Moffat (Orange USD)

Jo-Ann Purcell (Westminster ESD)

Esther H. Wallace (Magnolia ESD)

Sharon Wallin (Irvine USD)

REGION 16 - Counties: Inyo, San Bernardino

Subregion 16-B (San Bernardino)

Barbara J. Dew (Victor Valley Union HSD)

Holly Eckes (Adelanto ESD)

Cathline Fort (Etiwanda ESD)

Caryn Payzant (Alta Loma ESD)

Wilson So (Apple Valley USD)

Donna West (Redlands USD)

Vacant (Two-Year Term)

REGION 17 - County: San Diego

Comischell Bradley-Rodriguez (Del Mar Union SD)

Zoe Carpenter (Escondido Union SD)

Katie Dexter (Lemon Grove SD)

James Grier (National SD)

Barbara Groth (San Dieguito Union HSD)

Steve Lilly (Vista USD)

Dan Lopez (Ramona USD)

Raquel Marquez-Maden (San Ysidro ESD)

Anne Renshaw (Fallbrook Union ESD)

REGION 18 - Counties: Imperial, Riverside

Subregion 18-A (Riverside)

Jerry Bowman (Menifee Union ESD)

Deborah Dukes (Banning USD)

William Sanborn (Hemet USD)

Vacant (Two-Year Term)

Vacant (Two-Year Term)

Vacant (Two-Year Term)

Subregion 18-B (Imperial)

Frances A. Terrazas (El Centro ESD)

REGION 20 - County: Santa Clara

Frank Biehl (East Side Union HSD)

Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD)

Judy Hanneman (Mountain View-Los Altos Un. HSD)

Mary Noel (Oak Grove ESD)

Kathleen Sullivan (Morgan Hill USD)

REGION 22 - Los Angeles County: North Los Angeles

Gwendolyn Farrell (Westside Union ESD)

Steven M. Sturgeon (William S. Hart Union HSD)

Donita J. Winn (Antelope Valley Union HSD)

REGION 23 - Los Angeles County: San Gabriel Valley and East Los Angeles

Subregion 23-A

Bob Bruesch (Garvey ESD)

Ed Honowitz (Pasadena USD)

Joylene Wagner (Glendale USD)

Subregion 23-B

Gilbert G. Garcia (Rowland USD)

Subregion 23-C

Rosemary Garcia (Azusa USD)

Camie Poulos (West Covina USD)

Joseph Probst (Charter Oak USD)

REGION 24 - Los Angeles County: Southwest Crescent

Darryl R. Adams (Norwalk-La Mirada USD)

Leighton Anderson (Whittier Union HSD)

Vivian Hansen (Paramount USD)

Donald E. LaPlante (Downey USD)

Sylvia V. Macias (South Whittier ESD)

Catherine McCurdy (Hermosa Beach City ESD)

Ann M. Phillips (Lawndale ESD)

Emma Sharif (Compton USD)

10/28/11



California School Boards Association
3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 | E-Mail: csba@csba.org | www.csba.org

Page 2 of 2

IMPORTANT

Deadline date for CSBA Delegate Assembly nomination and candidate biographical sketch forms: **Monday, January 9, 2012**

Important 2012 Dates to keep in mind:

- Monday, January 9: U.S. Postmark or fax deadline for *required* Nomination and Candidate Biographical Sketch Forms
- By Wednesday, February 1: Ballots mailed to Member Boards
- February 1 – March 15: Boards vote for Delegates
- Thursday, March 15: Deadline for the ballots to be returned to CSBA (U.S. Postmark ONLY)
- By Friday, March 30: Ballots to be tallied
- By Monday, April 2: Election results, except for run-offs, will be posted on CSBA's website
- Monday, April 30: Deadline for run-off ballots (U.S. Postmark ONLY)
- Saturday, May 19 – Sunday, May 20: Delegate Assembly meeting in Sacramento



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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-2a New Business (Consent Calendar)
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: 348 purchase orders have been processed, numbered F31464 through F31811, totaling \$888,820.15.
- II. Warrants: 397 warrants have been issued, dated October 18, 2011 through November 14, 2011, totaling \$1,169,381.11.
- III. Revolving Cash Fund Reimbursements: Five (5) checks have been processed, totaling \$7,210.86.

ADMINISTRATIVE RECOMMENDATION

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

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

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

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
RC1651	11/02/11	Robin L. Leo	Payroll	\$ 153.46
RC1652	11/09/11	Naomi Cardenas	Refund Fee	\$2057.40
RC1653	11/17/11	Voided	Voided	\$ 0.00
RC1654	11/28/11	Voided	Voided	\$ 0.00
RC1655	11/28/11	Law Office of Victoria Ikerd-Schreiter	Settlement	\$5000.00

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF FIVE (5) CHECKS PROCESSED TOTALING \$7,210.86**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-2b New Business (Consent Calendar)
Rejection of Claim – Student at Rancho Elementary School

The District received a claim from a parent of a student at Rancho Elementary School stating that her child was injured by another student.

ADMINISTRATIVE RECOMMENDATION

It is recommended the claim be rejected and referred to the District's insurance carrier for disposition.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business
Adoption of Annual Developer Fee Report for Fiscal Year 2010-11

Pursuant to Government Code Section 66006(b) the District is required to prepare an annual report of the developer fees collected for residential and commercial development projects within 180 days of the end of the fiscal year. The reports must be reviewed by the Board at a regularly scheduled public meeting.

The District's Annual Developer Fee Report for fiscal year 2010-11 is attached and was made available for public review at least 15 days prior to the public meeting, as required by law.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Annual Developer Fee Report.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
ANNUAL DEVELOPER FEE REPORT
FOR FISCAL YEAR 2010-11**

I. Introduction

This Annual Developer Fee Report for fiscal year 2010-11 (Report) provides an annual accounting of school facilities fees collected by the La Mesa-Spring Valley School District (District) during fiscal year 2010-11 as required by Government Code Section 66006(b).

II. Description of School Facilities Fees in Capital Facilities Fund

The District collects school facilities fees from the owners of residential, commercial, and industrial development projects to partially mitigate the costs of providing interim and permanent school facilities to students generated from such development projects. School facilities fees collected by the District consist of the following:

- Fees collected pursuant to Education Code Section 17620 and Government Code Section 65995 referred to herein as “Statutory School Fees”, currently in the amount of \$1.27 per square foot of residential development and \$0.20 per square foot of commercial and/or industrial development.

The school facilities fees described in the Report do not include letters of credit, bonds, or other instruments to secure payment of school facilities fees at a later date.

III. Capital Facility Fund Activity for Fiscal Year 2010-11

Beginning Balance as of 7/1/10	\$ 633,761.39	
Statutory School Fees Collected	\$ 230,893.24	(For Detail: See Item IV- on page 2)
Interest Earned	\$ 3,370.80	
Expenditures	\$ 31,604.33	(For Detail: See Item V- on page 2)
Ending Balance as of 6/30/11	\$ 836,421.10	

IV. Statutory School Fees Collected for Fiscal Year 2010-11

RECEIVED FROM	NAME OF DEVELOPMENT	TYPE OF DEVELOPMENT	AMOUNT
RQL Construction	Jackson Pointe	87-Unit Townhouse Project	\$177,115.47
Various	-----	9 Single Family Residences	\$21,982.63
Various	-----	26 Residential Additions	\$30,533.34
Various	-----	5 Commercial/Industrial Projects	\$1,261.80
Total Fees Collected			\$230,893.24

V. Public Improvement Expenditures Made from Capital Facilities Fund for Fiscal Year 2010-11

PUBLIC IMPROVEMENT PROJECT	PERCENT FUNDED WITH SCHOOL FACILITIES FEES	AMOUNT
Cost (in excess of insurance proceeds) to replace playground equipment destroyed by arson at Sweetwater Springs Elementary	100%	\$24,677.53
Administrative charge to cover cost of collecting fees	100%	\$6,926.80
Total Public Improvement Expenditures		\$31,604.33

VI. Identification of Incomplete Projects

The District must identify the approximate date by which the construction of project(s) of the District will commence if the District determines that sufficient funds have been collected to complete financing on incomplete project(s) of the District.

Finding:

In regards to school facilities, the District has thirty-four relocatable classrooms that are more than 35 years old. To the extent possible, the District will evaluate and replace older relocatable classrooms as needed. Other demands, including refurbishing existing facilities, and unforeseen developments will obviously dictate the extent to which these replacements can be accomplished.

Below is an age schedule of these relocatable classrooms.

AGE	NUMBER	REPLACEMENT COST
35-40 Years Old	1 Classroom	\$110,000
40-45 Years Old	19 Classrooms	\$2,090,000
45-50 Years Old	1 Classroom	\$110,000
Over 50 Years Old	13 Classrooms	\$1,430,000

VII. Description of Each Interfund Transfer or Loan Made from the Capital Facilities Fund in Fiscal Year 2010-11 and Description of Public Improvement on which the Transferred or Loaned Fees will be Expended

Finding:

NONE

VIII. Refunds Made Pursuant to Government Code Section 66001(e) and (f)

Finding:

No refund of school facilities fees is required, as the District has not collected sufficient funds to complete the financing of necessary public improvements to accommodate students generated from new development.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-4 New Business
Adoption of Five-Year Developer Fee Report for Fiscal Year 2010-11

Pursuant to Government Code Sections 66001(d) the District is required to prepare a five-year report of the developer fees collected for residential and commercial development projects within 180 days of the end of the fiscal year. The reports must be reviewed by the Board at a regularly scheduled public meeting.

The District's Five-Year Developer Fee Report for fiscal year 2010-11 is attached and was made available for public review at least 15 days prior to the public meeting, as required by law.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Five-Year Developer Fee Report.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
FIVE-YEAR DEVELOPER FEE REPORT
FOR FISCAL YEAR 2010-11**

Pursuant to Government Code Section 66001(d) the La Mesa-Spring Valley School District (“District”) shall make all of the following findings with respect to that portion of the Capital Facilities Fund remaining unexpended, whether committed or uncommitted:

Findings:

1. Identification of the Purpose to Which the Fees are to be Put:

The purpose of the developer fees imposed and collected on new residential, commercial and industrial development within the District is to fund school facilities required to serve the additional grade K-12 students generated by such new development within the District. The fees will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities to add new classrooms and technology, refurbishing existing facilities, as well as acquiring and installing additional portable classrooms.

2. Demonstration of a Reasonable Relationship Between Developer Fees and the Purposes for Which They are Charged:

There is a roughly proportional, reasonable relationship between the new residential, commercial and industrial development upon which fees are charged and the need for additional school facilities. Additional students will be generated from new development within the District and the District does not have existing capacity in its schools to accommodate these new students. The fees charged on new development will be used to fund school facilities necessary to serve the students generated from new development. The fees do not exceed the costs of providing school facilities for new students.

3. All Sources and Amounts of Funding Anticipated to Complete Financing of the School Facilities the District has Identified as Incomplete in the District’s Annual Capital Facilities Fund Developer Fee Report for 2010-11

The District relies on developer fee collections to finance the school facilities identified in the Annual Capital Facilities Fund Developer Fee Report. It has no revenue from other traditional financing sources (mitigation payments, Community Facilities Districts, or Redevelopment Pass-Through Agreements), and has no plans currently to raise additional financing through Certificates of Participation or General Obligation Bonds.

4. Approximate Date on Which the Funding Referred to in Paragraph 3 above is Expected to be Deposited in the Appropriate Account or Fund:

Given the correlation between overall economic activity and developer fee collections, funding for these projects will likely be available only upon improvement in general economic conditions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-5 New Business
Authorization to Enter into a Revised Agreement with Grossmont Union High School District to Conduct Grossmont Adult School Classes at Bancroft Elementary School

The Grossmont Union High School District (GUHSD) provides adult school classes at Bancroft Elementary School in a portable building owned by GUHSD. The existing agreement dates back to 1976. We have since updated the agreement to conform with our current environment to include a three-year term (with possible renewal), updated costs, and insurance requirements. GUHSD will cover the cost of all utilities, repairs, and improvements. Custodial services will be provided by our District and reimbursed by GUHSD. This three-year revised contract agreement will replace the previously signed agreement from 1976.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with Grossmont Union High School District to Conduct Grossmont Adult School Classes at Bancroft Elementary School.

GROSSMONT ADULT SCHOOL LEASE AGREEMENT

PARTIES

This lease agreement is made effective this ____ day of _____ between the Grossmont Union High School District (GUHSD) and La Mesa-Spring Valley School District (LMSVSD) is made to facilitate the scheduling and conducting of Adult Education classes by the GUHSD on the premises of the LMSVSD.

WITNESSETH

WHEREAS, LMSVSD and GUHSD desire to cooperate in providing the local community in the vicinity of Bancroft Elementary School (FACILITY) in Spring Valley with programs and services mutually approved by the respective districts; and

WHEREAS, existing facilities are not adequate for conducting such programs and services; and

WHEREAS, GUHSD is willing to provide a portable building to be located on LMSVSD's FACILITY for the purpose of conducting said programs and providing said services; NOW THEREFORE

THE PARTIES AGREE AS FOLLOWS:

1. Site for Portable Building. LMSVSD shall allow the GUHSD to maintain existing portable building on FACILITY at a location close to existing hookup lines for electricity, water and sewage, said specific location being described on Exhibit A, which is attached hereto and by this reference hereby incorporated herein.
2. Maintenance of Portable Building. GUHSD shall maintain portable building on said site, said building to meet all required regulations as set forth by the Division of State Architecture. Said building shall contain a classroom with adjoining office storage area and restroom. Electrical usage shall be on a separate meter to be maintained and paid for by the GUHSD. Restroom facilities shall be provided by GUHSD to service the portable building.
3. Use of Facility. LMSVSD and GUHSD shall have joint use of the portable building. The nature of the programs and services to be conducted in the building and the schedule for the use of the facility shall be determined by mutual consent. On days when the FACILITY is open and in session, it shall be vacated by 10 p.m.; on other days when site custodial services are not available, FACILITY shall be vacated *and* secured by GUHSD by 10 p.m.
4. Administration. The Assistant Superintendent, Business Services of the LMSVSD, or designee shall administer this agreement. The Deputy Superintendent, Business Services of the GUHSD, or designee shall administer this agreement on behalf of the GUHSD.
5. Term. The term of this agreement shall commence be from _____, 2011 to _____ 2014. This agreement shall be renewed for an additional three-year term upon mutual agreement from both parties.
6. Utilities. GUHSD shall provide and pay for all utilities necessary for the use and enjoyment of the portable building, except water and sewer service. This is

accomplished vis-à-vis a separate meter for electricity which is directly billed to GUHSD.

7. Custodial Services. Custodial services shall be provided by LMSVSD; however, GUHSD shall reimburse LMSVSD for the actual cost of performing said service, said reimbursement to be monthly in arrears upon receipt by GUHSD from LMSVSD of billing for such services.

Current service is estimated at 15 minutes per day to trash, restock dispensers, and related-restroom usage. Supply cost is estimated at \$2.00 per day and includes toilet paper, paper towels, trash can liners, and cleaning chemicals.

8. Repairs and Maintenance. GUHSD shall keep the portable building in good order, condition and repair. GUHSD shall be responsible for all maintenance and repair of said portable building.
9. Improvements. GUHSD may make alterations, additions, or improvements to the portable building, with the written consent of LMSVSD. The portable building and all fixtures or improvements installed by GUHSD shall be the property of GUHSD. Upon termination of this agreement, GUHSD shall remove the portable building and shall return the site to its original condition.
10. Parking. All parking facilities needed to service the programs to be conducted in the portable building shall be the responsibility of GUHSD, and LMSVSD shall not be required hereby to provide space for parking.
11. Insurance. Each party shall procure and maintain broad form commercial general liability insurance with minimum limits of at least two million dollars (\$2,000,000) per occurrence and at least four million dollars (\$4,000,000) annual aggregate. Each party shall furnish the other, upon request, with a certificate of insurance naming the other as additional insured.
12. Indemnification. Except with respect to any negligence, omissions or violation of law of LMSVSD, or LMSVSD's employees, agents or representatives, GUHSD shall indemnify, defend and hold LMSVSD harmless from any and all claims arising from the GUHSD's use of the Premises, building, common and parking areas or from the conduct of its permitted use or from any activity, work or thing which may be permitted or suffered by the GUHSD in or about the Premises, building, common and parking areas and shall further indemnify, defend and hold LMSVSD harmless from and against any and all claims arising from any breach or default in the performance of any obligation on GUHSD's part to be performed under this Lease or arising from any negligence of GUHSD or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any claim or any action or proceeding brought thereon, including the negotiations in connection therewith.

Except with respect to any negligence, omission, or violation of law of LMSVSD, or LMSVSD's employees, agents or representatives, GUHSD hereby assumes all risk of damage to property or injury to person(s) in or about the Premises, building, common and parking area from any cause, and GUHSD hereby waives all claims in respect thereof against the LMSVSD. The liability of GUHSD to indemnify the LMSVSD will not extend to any matter against which LMSVSD is protected by insurance; however, if any liability exceeds the amount of the collective insurance, the liability of the GUHSD will apply to the excess.

Except with respect to any negligence, omission or violation of law of GUHSD or GUHSD's employees, agents or representatives, LMSVSD shall protect and defend, indemnify and hold harmless GUHSD from and against any and all claims arising from any activity, work, or thing done, permitted or suffered by LMSVSD in or about the Premises, made by any employees, licensee, invitee, contractor, agent or other person whose presence in, on, or about the Premises, building, common and parking areas or the building is attendant to the business of LMSVSD, and shall further protect, defend, indemnify and hold harmless GUHSD from and against any and all claims arising from any breach or default in the performance of any obligation on LMSVSD's part to be performed under the terms of the Lease, or arising from any negligence of LMSVSD or employee, licensee, invitee, contractor, agent, or other person whose presence in, on, or about the Premises, building, common and parking areas or the building is attendant to the business of LMSVSD, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against GUHSD by reason of any such claim, LMSVSD upon notice from GUHSD shall defend GUHSD at LMSVSD's expense by counsel chosen by the GUHSD and reasonably acceptable to the LMSVSD's insurance company. Except with respect to any negligence, omission, or violation of law of GUHSD, or GUHSD's employees, agents or representatives, LMSVSD hereby assumes all risk of damage to property or injury to person(s) in or about the Premises, building, common and parking area from any cause, and LMSVSD hereby waives all claims in respect thereof against GUHSD.

13. Non-Discrimination. In keeping with state and federal law, both parties (LMSVSD and GUHSD) prohibit unlawful discrimination in the provision of all programs and services offered at any and all sites, properties and sponsored activities. This includes, but is not limited to, discrimination based on race, color, gender, sexual orientation, marital status, age, national origin, religion, physical handicap, disability, medical condition or ancestry, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and both parties are committed to complying with all applicable laws.
14. Confidential Information. GUHSD agrees that any information received by the GUHSD during the agreement period, which concerns the personal, financial, or other affairs of

LMSVSD, will be treated by GUHSD in full confidence and will not be revealed to other persons, organizations, or agencies.

15. Cancellation. This agreement may be canceled or otherwise adjusted with a minimum of ninety (90) days by either party. GUHSD may unilaterally cancel particular classes when they do not meet the requirements of GUHSD in regard to class size, attendance, or at any time GUHSD determines that it is in the best interest to do so. GUHSD assumes no responsibility or liability for acts of negligence or omissions of LMSVSD

16. Compliance with Americans with Disabilities Act (ADA) Requirements. LMSVSD hereby represents and warrants that to the best of their knowledge, based on appropriate ADA survey, the premises are presently in compliance with all ADA provisions regarding public access. Further, if the premises require any changes, additions, retrofitting, and modifications, to bring the premises to ADA compliance, LMSVSD will assume the financial responsibility for these changes.

If GUHSD is made a party defendant to any litigation concerning the FACILITY, including but not limited to ADA compliance, then LMSVSD shall indemnify GUHSD against all liability by reason of such litigation including reasonable attorney's fees and expenses incurred by GUHSD in any such litigation whether or not any such litigation is prosecuted to judgment.

17. Amendment. This agreement sets forth all of the understanding of the parties hereto and any modification hereof must be in writing.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____

Secretary to the Board of Education

Approved by the Board of Education on _____, 2011

GROSSMONT UNION HIGH SCHOOL DISTRICT

By: _____

Clerk, Governing Board

Approved by the Governing Board on _____, 2011

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-6 New Business
Authorization to Enter into the Second Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority (Authority) to Perform as Construction Management Consultant to Complete the District's Proposition M Projects

At the April 19, 2011 Board meeting, the Board authorized the District to enter into the first of two contemplated construction management agreements (First Project Agreement) to manage the construction of certain modernization and facilities improvement projects at a number of District school sites using Proposition M bond funds (Project).

The First Project Agreement was limited to project facilitation and management services under a design/build delivery method. Because the threshold for design/build could not be reached by the Authority, the District proposes to enter into the attached Second Project Agreement, which supersedes the First Project Agreement and includes all pre-award and award activities, project construction, repair and/or modernization work to complete the Project under a design/bid/build delivery method.

Work remaining to be done from the First Project Agreement is transferred to the Second Project Agreement and the Authority will be responsible for the remaining work plus bidding, awarding, managing and obtaining DSA certification for all new work in the contract.

The value of the Authority's efforts under the First Project Agreement is included in the total price for the Second Project Agreement, which is a fixed fee of \$160,000, to be paid partially from Proposition M funds (\$130,000) and partially from non-bond funding (\$30,000).

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached agreement with the K-12 Public Schools and Community Colleges Facility Authority (Authority) to hire the Authority to perform as the District's construction management consultant to complete the District's Proposition M projects.

**SECOND PROJECT AGREEMENT BETWEEN
LA MESA- SPRING VALLEY SCHOOL DISTRICT (LMSV)
AND THE
K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY (AUTHORITY)**

This Second Project Agreement ("**Second 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 ("**LMSV**" or "**District**") is made this 6th day of December, 2011. The San Diego County Superintendent of Schools ("**SDCSS**") operates as the administrator of this Second Project Agreement under the authority of the Joint Exercise of Powers Agreement effective November 16, 2010 ("**FACJPA Agreement**"). AUTHORITY and LMSV or District are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on May 2, 2011, the Parties entered into the first of two contemplated project agreements ("**First Project Agreement**"), which was limited to project facilitation and management services; and

WHEREAS, the Parties desire to enter into this Second Project Agreement in order to supersede the First Project Agreement and replace all WORK done and to be done for LMSV with this Second Project Agreement which includes pre-award, award and completion of LMSV project construction, repair and/or modernization WORK using a combination of LMSV and AUTHORITY awarded contracts; and

WHEREAS, capitalized terms not defined in this Second Project Agreement shall have the meaning ascribed to them in the FACJPA Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, the Parties enter into this Second Project Agreement and agree as follows:

AGREEMENT

A. Second Project Agreement WORK. The Parties acknowledge that this Second Project Agreement sets forth the terms of the WORK to be completed as follows:

1. **WORK deleted from the First Project Agreement and transferred to the Second Project Agreement.** Pre-construction services defined in First Project Agreement will be provided by the AUTHORITY for all WORK on LMSV's project list (Attachments 1 & 2) within LMSV's Target Budget.

WORK will be executed using a combination of LMSV and AUTHORITY construction contracts. The value of the AUTHORITY's efforts under the First Project Agreement is included in the total price for the Second Project Agreement.

2. **New Scope of WORK for Second Project Agreement.** The AUTHORITY will be the responsible party for bidding, awarding, managing and obtaining DSA certification for all projects listed in Attachments 1 & 2 within LMSV's Target Budget, as defined in paragraph 3 below.
3. **LMSV's Target Budget.** LMSV has established a target budget for the remaining WORK. The "**Target Budget**" shall include all costs to complete the WORK, including but not limited to: project & construction management fees; construction/repairs/modernization; construction change order contingency; testing lab(s); DSA inspection; DSA fees; and any other cost which is normal and expected for a California public school construction project. The Target Budget is One Million Two Hundred Eighty Seven Thousand Dollars (\$1,287,000.00) which includes a construction contingency of One Hundred Twenty Eight Thousand Seven Hundred Dollars (\$128,700.00). LMSV retains the sole authorization to allow AUTHORITY use of the construction contingency. At LMSV's discretion, construction contingency may be used for 1) awarding construction, 2) construction change order costs including additional design, management, inspection, testing and hard construction costs, 3) adding projects to the project list (Attachments 1 & 2). Any portion of the construction contingency not used at the completion of this Second Project Agreement, including interest, if any, shall be returned to LMSV.
4. **Scheduling and Coordination.** Attachment 3 outlines the agreed Project schedule addressing all deadlines related to the WORK that will be performed in accordance with this Second Project Agreement ("**Project Schedule**"). AUTHORITY shall update the Project Schedule as needed and provide updated copies of the Project Schedule to the District at its weekly meetings. Attachment 4 outlines projects which need to be bid.
5. **Contract Documents.** AUTHORITY shall include all third party safeguards required in its construction documents to protect LMSV. AUTHORITY warrants that the contracts to be provided comply with all applicable provisions of California law concerning public school construction projects, including provisions related to fingerprinting, performance and payment bonds, insurance coverage, retention and non-discrimination
6. **Construction.** During the construction phase of the Project, AUTHORITY shall provide all WORK as noted in subparagraphs a and b below.

- a. **LMSV Contracted WORK.** The AUTHORITY will manage all WORK on the project list which is yet to be completed and previously contracted directly with LMSV. The AUTHORITY will be held to the standard of care for a not at risk project manager consultant for the completion of LMSV contracted WORK.
 - b. **AUTHORITY Contracted WORK.** The AUTHORITY will bid, award, manage and close out/DSA certify all WORK on the project list which is yet to be completed and is within the Target Budget. LMSV shall have the sole authority to authorize AUTHORITY award of all contracts after bid and to authorize any expenditure of the construction contingency account provided to the AUTHORITY as a part of the Target Budget.
- 7. **Construction Management.** The AUTHORITY will provide professional project management services to ensure the completion of the WORK within the proposed budget and the established deadline. Construction management activities shall include scheduling weekly meetings with contractor and consultants, reviewing contractor requests for information, managing change orders, coordinating with District DSA inspector(s) and testing laboratories, providing oversight of contractors, subcontractors and consultants, providing the District with weekly status updates on the WORK and ensuring the appropriate amount of manpower is being deployed by the selected contractor. District shall have the right to request status updates in writing which shall be prepared and delivered by AUTHORITY within ten (10) days of such a request. The Parties hereby acknowledge that the AUTHORITY shall retain absolute discretion for decisions concerning the construction of the WORK except as noted herein under this Second Project Agreement which sets forth below the terms of the WORK to be completed during the construction phase of the Project.
- 8. **Reports.** AUTHORITY will be responsible for providing reports to the District on a routine basis throughout the WORK. Required project reports and presentations are detailed in Attachment 8.
- 9. **Post-Construction Phase.** AUTHORITY shall be responsible for ensuring that all necessary approvals have been obtained from any agencies having jurisdiction over the Project, including the Division of State Architect (“**DSA**”). AUTHORITY shall also ensure that LMSV staff has the appropriate training to use and maintain the new construction. AUTHORITY shall also assist LMSV with any warranty issues after delivery of the Project to the LMSV.

B. **WORK Description.** The WORK is described generally below and more specifically in Attachments 1, 2 & 6.

1. **Improvement of ADA accessibility** for 16 playgrounds and school sites within the District, including signage, striping, truncated domes, barrier removal and improvement of pathways.
2. **Asbestos and/or lead abatement and re-carpeting** at the following District schools: Murray Manor, Northmont, and Fletcher Hills Elementary School and updating LMSV asbestos identification/removal records for all sites.
3. **Renovation of special education facilities** at Maryland Avenue Elementary and Casa De Oro Elementary as further described in Attachment 1.
4. **Repair water/ sewer systems** at Murdock Elementary, Northmont Elementary and La Presa Middle School as further described in Attachment 2.
5. **Install energy efficient windows** at Rancho Elementary School and La Presa Middle School as described in Attachment 2, and at as many other sites as remaining funds allow.
6. **Carpet replacement renovation** of special education facilities at Maryland Avenue Elementary, Casa De Oro Elementary and Parkway Middle School as further described in Attachment 6.

C. **Commencement and Completion of WORK**

1. **Commencement of WORK.** AUTHORITY shall begin the WORK immediately upon receipt of the fully executed Second Project Agreement, approved by both the LMSV Board and the AUTHORITY Executive Committee.
2. **Completion of WORK.**
 - a. **Not Bundled.** The Parties acknowledge the bundling of projects with another AUTHORITY member is not possible at this time. The WORK will be completed using the traditional design-bid-build construction delivery method. AUTHORITY shall use one of two methods discussed in Section A.6 of this Agreement (LMSV-contracted WORK or AUTHORITY-contracted WORK) to deliver WORK to LMSV.
 - b. **Completion Date/Term.** AUTHORITY shall be responsible for delivering the completed WORK to LMSV by February 28, 2013, unless otherwise agreed

to in writing by both Parties. AUTHORITY and LMSV hereby agree to include liquidated damage clauses in each bid package tailored to the delivery schedule required by the LMSV for each project. AUTHORITY shall administer the work and hold successful contractor to all liquidated damages applicable in any contract. If liquidated damages are assessed by the AUTHORITY, the proceeds will be returned to LMSV within thirty (30) days after the end of each project for the sole benefit of the LMSV.

3. **Compliance with Laws.** AUTHORITY shall complete the WORK and ensure the construction WORK for the Project is completed in accordance with all applicable federal and state laws, including Title 24 of the California Code of Regulations, which includes the CAL Green Building Code.
4. **Indemnification.** The AUTHORITY, at AUTHORITY's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against LMSV, its board members, officers, or employees, on account of any failure of AUTHORITY to complete the duties, services or obligations it is required to provide under this Second Project Agreement, and shall pay or satisfy any judgment that may be rendered against the District, its officers, or employees in any actions, suit or other proceedings as a result thereof.
5. **Priority of WORK and Budget Limitation.** AUTHORITY shall complete the WORK according to the priorities listed in Section B1 above, and shall do so within the Target Budget. No other money is available or contemplated for use in the WORK at this time.

D. **Fees.**

1. **Fixed Fee.** AUTHORITY shall be paid a fixed fee of One Hundred Sixty Thousand Dollars (\$160,000) for FACJPA services under this Second Project Agreement ("**AUTHORITY Fee**"). A breakdown of payments is presented in Attachment 5. Any other WORK costs not currently contemplated in this Second Project Agreement shall be approved in writing by an authorized representative of LMSV and AUTHORITY before commencement of the additional WORK.
2. **Funding Allocation.** Understanding that LMSV is funding this work from separate sources, the following breakdown can be used to account for AUTHORITY services:
 - a. Prop M Funded\$130,000

b. Non Bond Funded.....\$30,000

3. **Billing and Project Escrow Account.**

a. LMSV shall work with the AUTHORITY to make sure that one hundred percent (100%) of money required by any authorized obligation made by the AUTHORITY or the Agency is deposited into a designated account within 10 working days of the execution of any contract agreement(s) made by the AUTHORITY on the behalf of LMSV. An interest-bearing escrow account will be or has been set up by FACJPA for this purpose ("**Project Escrow Account**"). However, fiscal measures other than the Project Escrow Account may be available which accomplish the same purpose. Fiscal representatives of AUTHORITY and LMSV shall mutually decide on and use the most efficient method which meets State of California audit requirements. LMSV shall retain sole authority for approving monthly construction draws from whichever Project account is used. All interest earned and/or accrued, and all monies not required to complete the WORK which are held in any Project account will be returned to LMSV upon completion of the WORK. If a Project Escrow Account is used, LMSV shall have access to any and all documentation for review and audit purposes.

b. AUTHORITY shall present one payment request ("**Payment Request**") monthly accumulating all consultant and contractor invoices for the previous month. LMSV representative will approve the total invoice for payment. Payment Requests will be forwarded to the Agency [San Diego County Superintendent of Schools ("SDCSS")] for signature and release to the Project Escrow manager for payment. The Project Escrow manager will make payments to each individual consultant and contractor and keep records for AUTHORITY and LMSV records. District maintains the right to challenge any payment requests or require further detail to be provided by AUTHORITY before signing off on the payment request.

E. **District Responsibilities.**

1. **Support.** At its discretion and as space is available, LMSV shall provide AUTHORITY project manager the use of LMSV office space, including existing desktop computer, use of office copy machine and fax machine until the WORK is completed.
2. **Sufficient Money.** LMSV will ensure sufficient money is available to pay consultants, contractors, and subcontractors working on the WORK. This obligation is deemed fulfilled upon establishment and funding of the Project Escrow Account or other agreed upon fiscal device.
3. **Contracts.** The AUTHORITY will award all new consultant and contractor contracts after LMSV approval of bid amounts, after AUTHORITY has

completed the bid process pursuant to AUTHORITY's duties and obligations herein.

F. **ADA Plans.**

1. The Parties acknowledge and agree that LMSV's contract with Davy Architecture ("**Architect**"), which predates this Second Project Agreement, is not incorporated in this Second Project Agreement.
2. In order to maximize the scope of WORK that can be completed for the Target Budget, AUTHORITY will utilize Architect's previous design on ADA accessibility for the WORK, which will then be approved by DSA.
3. AUTHORITY shall work with LMSV to hire another Architect or re-engage Architect to finish the additional approval and re-plan check required to complete the WORK.

G. **General Conditions for this Agreement.** General contract conditions for this agreement are found in Attachment 7.

H. **Miscellaneous.**

1. This Second Project Agreement shall only be effective upon execution by both the AUTHORITY and LMSV.
2. This Second 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.
3. If any provision of this Second 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 Second 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 Second 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 the Second Project Agreement.
5. List of Attachments. All Attachments are incorporated in and made a part of this Second Project Agreement.

Attachment 1 - Project List. Special Education Facilities Renovation

Attachment 2 - Project List. Priorities
Attachment 3 - Prop M & Non Bond Funded Project Schedule
Attachment 4 - List of Projects to be Bid for Second Project Agreement
Attachment 5 - Prop M and Non Bond Funded Project Payment Schedule
Attachment 6 - Scope of Work. Carpet Replacement. Non Bond Funding
Attachment 7 - General Conditions
Attachment 8 - Reporting Requirements

[Signatures on following page]

IN WITNESS WHEREOF, each Party has executed this Second Project Agreement on the date adjacent to the signature of its representative.

DATE: _____

SCHOOL DISTRICT:

LA MESA SPRING VALLEY SCHOOL
DISTRICT

BY: _____
(Signature)

PRINT NAME: DAVID YOSHIHARA

TITLE: Assistant Superintendent of
Business Services

DISTRICT ADDRESS:

4750 Date Avenue
La Mesa, CA 91942

AUTHORITY

DATE: _____

FACJPA AGENCY:

SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS

BY: _____
(Signature)

NAME: Lora Duzyk

TITLE: Assistant Superintendent of
Business Services Division

AGENCY ADDRESS:

6401 Linda Vista Rd., Rm 412
San Diego, CA 92111

ATTACHMENT 1
PROJECT LIST
SPECIAL EDUCATION FACILITIES RENOVATION

Special Ed Remodel Project at Casa De Oro Elementary (Rooms 10, II, 12 and 21)

Room 10

- Add 4/0 door with window between Rm. 10 and II - in S.W. corner of room 10.
- Remove existing cabinetry.
- Add gates at both doors, exactly like those existing in Rooms II and 12.

Room 11

- Construct restroom for handicapped in N.E. corner of room. Include toilet, sink and changing table with Corian (or equal) top. Changing table to include spray hose assembly 1 faucet and flush-sink - as currently exists at F.H. Elementary between Rms. A and B in Bldg. P-1, or Rancho Elementary between Rms. 17 and 18 or 19 and 20.

Room 12

- Add 4/0 door with window between Rms. II and 12 - in S.E. corner of Rm. 12.

Room 21

- Add door to N. wall at Rm. 21 where existing window currently is. Frame in any remaining window opening. Add landing outside door (to North) and ramp to existing sidewalk on S. side of Building 7.
- Add "mobility swing" hooks (4) above ceiling.

Rooms 10, 11 and 12

- Repaint interior walls and cabinets in these rooms.

Rooms 10, 11 and 21

- Special Ed Remodel Project at Maryland Avenue Elementary (Rooms 24, 25, 26, 17, 17A, 18, 6 and 7)

Room 24

- Build handicapped accessible restroom in N.E. corner
- Add 4/0 door with window between Rm. 24 and 25

Room 25

- Move tech wall from E. wall of Rm. 25, to E. wall of Rm. 24
- Repair ceiling on W. side - coming off wall angle
- Add "mobility swing:" hooks (4) in ceiling - similar to those currently at F.H. and Rancho

Room 26

- Build handicapped accessible restroom in N.E. corner
- Add 4/0 door with window between Rm. 26 and 25
- Move tech wall from W. wall of Rm. 26 to W. wall of Rm. 18
- Ck. Floor for "springiness" ~ ; check floor joist for supports

Room 17, 17A, 18

- "Dress up" around Tech walls ~ cover existing chalkboard
- Touch up paint on exterior doors
- Add 3/0 door with window between front office (Rm. 17A) and Rm. 18 - in W. wall
- Add 3/0 door with window door between back office and Rm. 17 - in E. wall

Rooms 6 and 7

- Add 4/0 door with window between Rooms 6 and 7 - to left of Tech wall in Rm. 7

Rooms 24, 25 and 26

- Add hot water and faucets to all sinks. Remove DF's from sinks in Rooms 24 and 26 - they will be in Restroom.

ATTACHMENT 2
PROJECT LIST
PRIORITIES

PRIORITY	SITE	CATEGORY	PROJECT	AMOUNT
#1C	SIXTEEN SITES	ADA	Playground Access	TBD
#4	ALL SITES	HEALTH/SAFETY	Identify asbestos for removal	\$ 20,000
#5A	MURRAY MANOR	BLDGS	Abate asbestos	TBD
#5B	MURRAY MANOR	BLDGS	Replace classroom carpet	\$ 150,331
#6A	FLETCHER HILLS	BLDGS	Abate asbestos	TED
#6B	FLETCHER HILLS	BLDGS	Replace classroom carpet	\$ 175,000
#7A	NORTHMONT	BLDGS	Abate asbestos	TBD
#7B	NORTHMONT	BLDGS	Replace classroom carpet	\$ 175,000
#8	RANCHO	BLDGS	Abate asbestos	\$ 14,160
#9	RANCHO	BLDGS	Install energy efficient windows	\$ 100,000
#10	MURDOCK	HEALTH/SAFETY	Repair water/sewer system	\$ 50,000
#11	MURDOCK	SITE	Add student drop off zone	\$ 65,000
#12	LEMON AVE	HEALTH/SAFETY	Add outside lighting	\$ 17,000
#13	NORTHMONT	HEALTH/SAFETY	Repair water/sewer system	\$ 25,000
#14	PARKWAY MIDDLE	BLDGS	Install energy efficient windows	\$ 250,000
#15	LA PRESA MIDDLE	HEALTH/SAFETY	Repair water/sewer system	\$ 45,000
#16	LA MESA MIDDLE	BLDGS	Install energy efficient windows	\$ 350,000
#17	LA PRESA MIDDLE	BLDGS	Install energy efficient windows	\$ 40,000
#18	FLETCHER HILLS	BLDGS	Install energy efficient windows	\$ 200,000
#19	CASA DE ORO	BLDGS	Install energy efficient windows	\$ 170,000
#20	MARYLAND AVENUE	BLDGS	Install energy efficient windows	\$ 200,000
			Total	\$ 2,046,491

Projects Already Completed by LMSV before engaging FAC/JPA

PRIORITY	SITE	CATEGORY	PROJECT	AMOUNT
#1A	FIRST ELEVEN SITES	ADA	Playground Equipment	\$ 816,944
#1B	NEXT FIVE SITES	ADA	Playground Equipment	\$ 432,410
#2	FLETCHER HILLS	SITE	Repair cracked concrete	\$ 178,417
#3	BANCROFT	HEALTH/SAFETY	Repair water/sewer system	\$ 55,000
			Total	\$1,482,771

ATTACHMENT 3
PROP M & NON BOND FUNDED PROJECT SCHEDULE

COMPLETED AS OF OCTOBER 30, 2011

Kick off WORK.....May 1, 2011
Review Drawing from Davy Architectural for ADA path of TravelMay 1-June 15, 2011
Review Non Bond Funded WORK for Carpet installation at three school sites May 12 – 17, 2011
Write spec for installation of carpet.....May 17 – 24, 2011
Notice to Best Value teams to install carpet in Non Bond Funded Project...May 26, 2011
Schedule mandatory pre-bid conference for Non Bond Funded Project Carpet June 1, 2011
Package Non Bond Funded Bathroom ProjectJune 2 – July 8, 2011
Bids from Best Value teams for Non Bond Funded Project.....June 13, 2011
Package DSA Plans for ADA Playground path of travel at 16 schools site ..June 14-Dec. 28, 2011
DSA approval for Non Bond Funded Bathroom Project.....July 7, 2011
Bid Non Bond Funded Bathroom Project.....July 8, 2011
Bids due to district for Non Bond Funded Bathroom Project.....July 16, 2011
Board approval for Non Bond Funded Bathroom ProjectJuly 19, 2011
WORK start for Non Bond Funded Bathroom Project.....October 10, 2011
WORK completed for Non Bond Funded Bathroom ProjectOctober 30, 2011

ALL WORK ABOVE IS PART OF THIS AGREEMENT AND HAS BEEN COMPLETED AS OF OCTOBER 30, 2011

FACJPA Second Project Agreement LMSV Board
Approval.....December 06, 2011
CBOC Meeting to review FACJPA Second Project
Agreement.....December 08, 2011

ATTACHMENT 4
LIST OF PROJECTS TO BE BID
FOR SECOND AGREEMENT

Package ADA Playground path of travel at 16 schools site.....June 1, 2011-Aug 30, 2012

- DSA approval
.....June 1 – Dec 28, 2011
- Bid WORK
out.....Feb 15 – Feb 28, 2012
- FACJPA Board approval.....March 2012
- WORK to start
.....April 20, 2012
- WORK to be completed.....August 30, 2012

Package asbestos or lead abatement / re-carpet at three school sites.....Dec 6, 2011 - August 10, 2012

- DSA
approval.....N/A
- Bid WORK out.....Jan 15 to Feb 20, 2012
- FACJPA Board approval.....March 8, 2012
- WORK to start
.....June 16, 2011
- WORK to be completed.....August 10, 2012

Package window replacement / abatement at two school sites.....Dec 6, 2011 - August 10, 2012

- DSA
approval.....Dec 6, 2011 to March 8, 2012
- Bid WORK
out.....May 12 to April 1, 2012
- FACJPA Board approval.....June 3, 2012

- WORK to start
.....June 16, 2011
- WORK to be completed.....August
10, 2012

*Package water / sewer system.....Dec 6, 2011 -
August 30, 2012*

- DSA approval (If needed).....Dec 6,
2011 to Feb 28, 2012
- Bid WORK
out.....March 15 /30,
2012
- FACJPA Board approval.....March
2012
- WORK to start
.....April 20, 2012
- WORK to be completed.....August
30, 2012

Close out projects with the FACJPA Board.....February 2013

ATTACHMENT 5
PROP M & NON BOND FUNDED PROJECT PAYMENT SCHEDULE

Project Management Task	% of Project Mgmt Sum	Project Management Subtotal	Value of Project Mgmt Effort
<i>WORK Awarded by LMSV and managed by FACJPA including carpet and bathrooms {Non Bond funding}</i>	19%		\$30,000
<i>Design new WORK under FACJPA</i>	11%		\$18,000
1. <i>Design - Package ADA Playground path of travel at 16 schools site</i>		\$6,000	
2. <i>Design - Package window replacement / abatement at two school sites</i>		\$7,000	
3. <i>Design -Package water / sewer system</i>		\$5,000	
<i>Bidding new WORK under FACJPA</i>	11%		\$18,000
1. <i>Bidding - Package ADA Playground path of travel at 16 schools site</i>		\$6,000	
2. <i>Bidding - Package window replacement / abatement at two school sites</i>		\$7,000	
3. <i>Bidding -Package water / sewer system</i>		\$5,000	
<i>Construction Administration new WORK under FACJPA</i>	49%		\$78,000
1. <i>CA - Package ADA Playground path of travel at 16 schools site</i>		\$26,000	
2. <i>CA - Package window replacement / abatement at two school sites</i>		\$26,000	
3. <i>CA -Package water / sewer system</i>		\$26,000	
<i>Closeout and DSA Certification of all WORK (FACJPA awarded and administered and LMSV awarded and FACJPA administered</i>	10%		\$16,000
1. <i>CA - Package ADA Playground path of travel at 16 schools site</i>		\$4,000	
2. <i>CA - Package window replacement / abatement at two school sites</i>		\$4,000	
3. <i>CA -Package water / sewer system</i>		\$4,000	
4. <i>Non Bond Projects</i>		\$4,000	
Total Project:	100%		\$160,000

ATTACHMENT 6
SCOPE OF WORK
CARPET REPLACEMENT
NON BOND FUNDING

Scope of work: Contractor will house the carpet from the carpet mill; district will purchase the carpet and have the carpet sent to contractor storage. The contractor will remove all old carpet and remove all asbestos as needed in all three school site buildings and haul away all old carpet. All materials needed for the installation of the new carpet into the classroom are the responsibility of the contractor.

CASA DE ORO ELEMENTARY: 10227 Ramona Spring Valley, CA 91977

- **Rooms 10, 11 and 21**

MARYLAND AVENUE ELEMENTARY: 5400 Maryland Avenue, La Mesa, CA 91942

- **Rooms 17, 18, 24, 25, 26 and office between rooms 17 and 18.**

PARKWAY MIDDLE SCHOOL: 9009 Park Plaza Dr., La Mesa, CA 91982

- **Rooms 31A, 31B and office between these rooms**

ATTACHMENT 7

GENERAL CONDITIONS

1. Status of AUTHORITY. AUTHORITY is and shall at all times be deemed to be a consultant to LMSV, with Agency, defined as the San Diego County Superintendent of Schools [SDCSS] in the Joint Exercise of Powers Agreement dated effective November 16, 2010 ("**FACJPA Agreement**") and operating as the administrator of the FACJPA Agreement and this Second Project Agreement, and shall be wholly responsible for the manner in which it and its consultants perform the Services required of it by this Second Project Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LMSV, or any of LMSV's employees or agents, and AUTHORITY or any of AUTHORITY's consultants, agents or employees. AUTHORITY assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. AUTHORITY, the Agency, their consultants, agents, their employees, and Architect of Record shall not be entitled to any rights or privileges of LMSV employees. AUTHORITY shall not replace Agency, re-assign Agency or otherwise perform the Services contemplated hereunder with another consultant/entity without the express written consent of LMSV which may be withheld for any reason in LMSV's sole discretion.

2. Limited AUTHORITY. The duties, responsibilities and limitations of AUTHORITY of the Agency, as administrator of the AUTHORITY, as set forth herein shall not be modified without written agreement between the Agency and LMSV.

3. Consultants/Contractors. The Agency shall enter into professional consulting agreements and contracts with the LMSV-approved, required inspectors, consultants, surveyors and other consultants and contractors required to design and complete the WORK. Such consultants shall complete any required soils testing, ground contamination or hazardous material analysis, asbestos and/or lead testing, design or abatement.

4. LMSV Retained Rights. LMSV shall retain the right to enforce all post-construction warranty and guarantee obligations set forth in the contract documents for the WORK, including but not necessarily limited to the Agency's Contractors, as well as the right to pursue any claims for latent defects beyond the applicable warranty periods. In addition, LMSV retains the right to require the assignment of any contract from the Agency to LMSV if this Second Project Agreement is terminated for cause. If requested by LMSV pursuant to this provision, the AUTHORITY and the Agency's Contractors hereby agree to immediately consent to such an assignment and execute all documents and take all actions necessary to effectuate the assignment. The AUTHORITY shall ensure that this requirement is in all contracts entered into for the WORK for the benefit of LMSV. The AUTHORITY shall also ensure that LMSV is named as an additional insured on all insurance policies provided for work on the WORK, and that the LMSV is named as a dual-obligee on the payment and performance bonds required under the design-build contract. LMSV shall be an indemnitee under the indemnification and hold harmless agreement set forth in Section 8.1 of the Agency's Contractors.

5. Agency's Contractors' Insurance. The Agency shall also require the Agency's Contractors to comply with the following insurance requirements:

5.1 Commercial General Liability and Automobile Liability Insurance. The AUTHORITY shall ensure that any contractor of WORK on the behalf of the District shall procure and maintain, during the life of the WORK, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect the Agency, District, State, Construction Manager(s), Project Inspector(s), FACJPA, from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under

the WORK. The Agency's Contractors shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and any auto including owned and non-owned, are included within the above policies and at the required limits, or Agency shall procure and maintain these coverages separately.

5.2 Umbrella Liability Insurance.

5.2.1 The Agency's Contractors may procure and maintain, during the life of the WORK, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if Agency's Contractors' underlying policy limits are less than required.

5.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect the Agency, LMSV, State, Construction Manager(s), and Project Manager(s), in amounts and including the provisions and requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

5.3 Subcontractor. The Agency's Contractors shall require its subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits equal to the amount required of the Agency.

5.4 Workers' Compensation and Employers' Liability Insurance.

5.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Agency's Contractors and every Subcontractor shall be required to secure the payment of compensation to its employees.

5.4.2 Agency's Contractors shall procure and maintain, during the life of the WORK, workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under the WORK, on/or at the Site of the WORK. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Agency's Contractors shall require its Subcontractor(s), if any, to procure and maintain workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Agency's Contractors' insurance. If any class of employee or employees engaged in work under any of the Projects, on or at the Site of a Project, are not protected under the workers' Compensation Insurance, Agency's Contractors' shall provide, or shall cause a subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

5.5 Builder's Risk Insurance. Builder's Risk "All Risk" Insurance. Agency's Contractors shall procure and maintain, during the life of the WORK, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the Agency and LMSV, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable work of any of the Projects included within the Agreement Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property.

5.6 Professional Liability. Professional liability insurance insuring the Agency, LMSV, their respective officers, directors, stockholders, employees, agents or partners, and all other persons for whose acts the Agency's Contractors may be liable, against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities described in the design build contract. Each claim submitted under this insurance will be limited to a maximum deductible of five hundred thousand dollars (\$500,000). Such insurance shall be maintained through the completion of construction of each of the Projects plus a period of at least three (3) years thereafter and/or at rates consistent with rates at the time of execution of the Agreement.

5.7 Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates.

5.7.1 Agency's Contractors shall not commence work nor shall they allow any Subcontractor to commence work under the WORK, until Agency's Contractor(s) and their Subcontractor(s) have procured all required insurance and Agency's Contractor(s) has (have) delivered in duplicate to the Agency complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the Agency has approved these documents.

5.7.2 Endorsements, certificates, and insurance policies shall include the following:

(a) A clause stating:

(b) "This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to Agency, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(c) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

5.7.3 All endorsements, certificates and insurance policies shall state that Agency (its Board, employees and agents), LMSV (its Board and employees), the State of California, Construction Manager(s), Project Manager(s), and Inspector(s) are named additional insureds under all policies except workers' Compensation Insurance, Employers' Liability Insurance and Professional Liability.

5.7.4 Agency's Contractors' and subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by Agency (its Board, employees and agents), LMSV (its Board and employees), the State of California, Construction Manager(s), Project Manager(s), and Inspector(s).

5.7.5 All endorsements shall waive any right to subrogation against any of the named additional insureds.

5.7.6 All policies except for the professional liability policy shall be written on an occurrence form.

5.7.7 All of Agency's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

5.8 Insurance Policy Limits. The limits of insurance shall not be less than the following amounts:

Commercial General Liability	Combined Single Limit	\$4,000,000
	Product Liability and Completed Operations	\$4,000,000
Automobile Liability – Any Auto	Combined Single Limit	\$4,000,000
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$1,000,000
Builders Risk (Course of Construction)		Issued for the value and scope of work indicated herein.
Professional Liability	Combined Single Limit	\$2,000,000

The limits of insurance for those Subcontractors whose scope of work does not exceed ten percent of each AUTHORITY bid package shall not be less than the following amounts:

Commercial General Liability	Combined Single Limit	\$2,000,000
	Product Liability and Completed Operations	\$2,000,000
Automobile Liability – Any Auto	Combined Single Limit	\$2,000,000
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$1,000,000

Notwithstanding anything in this Agreement to the contrary, the above insurance requirements may be modified as appropriate for Subcontractors, with Agency's prior written approval.

6. Termination of this Agreement.

6.1 Termination by the AUTHORITY. The AUTHORITY shall have the right to terminate this Agreement only upon the occurrence of one of the following:

6.1.1 The work on any of the Projects is stopped for ninety (90) consecutive days, through no act or fault of the AUTHORITY, the Agency's Contractors, any subcontractor, or any employee or agent of the AUTHORITY, or any subcontractor, due to an issuance of an order of a court or other public AUTHORITY having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

6.1.2 LMSV fails to perform any material obligation under this Agreement and fails to cure such default within thirty (30) days after receipt of notice from the Agency stating the nature of such default.

6.1.3 Repeated suspensions by LMSV, which constitute in the aggregate more than ninety (90) days.

6.2 Upon the occurrence of one of the events listed in Section 10.1, the AUTHORITY may, upon ten (10) days additional notice to LMSV and LMSV's representative, and provided that the condition giving rise to the AUTHORITY's right to terminate is continuing, terminate the Agreement.

6.3 Upon termination by the AUTHORITY, LMSV will pay to the AUTHORITY the actual cost of progress toward fulfillment of specified tasks in Attachments 1 & 2, plus a negotiated fee for terminating all active Project contracts, which fee shall be consistent with the termination clauses of the applicable contracts, as approved by LMSV. Such payment will be the sole and exclusive remedy to which the AUTHORITY is entitled in the event of termination of this Agreement by the AUTHORITY pursuant to this Section; and the Agency will be entitled to no other compensation or damages.

7. Termination by LMSV.

7.1 Termination for Cause.

7.1.1 LMSV will have the right to terminate this Agreement for cause at any time after the occurrence of any of the following events if the AUTHORITY or Agency fails to promptly commence to cure such default and diligently prosecute such cure within five (5) working days after notice from LMSV, or within such longer period of time as is reasonably necessary to complete such cure, if the event of default is subject to cure:

(a) The AUTHORITY or the Agency becomes insolvent or files for relief under the bankruptcy laws of the United States.

(b) The AUTHORITY or the Agency makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

(c) A receiver is appointed to take charge of the AUTHORITY's or Agency's property.

(d) The AUTHORITY or the Agency abandons work on any of the Projects.

(e) The AUTHORITY or Agency persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Services required to complete the WORK by the agreed completion date.

(f) The AUTHORITY or Agency fails to make prompt payment of amounts properly due the Agency's Contractors, contractors, subcontractors and/or consultants after receiving approval to make escrow payment from LMSV.

(g) The AUTHORITY or Agency disregards or otherwise fails to comply or ensure compliance by the Agency's Contractors, contractors, subcontractors and/or consultants with applicable legal requirements.

(h) The AUTHORITY or Agency persistently or materially fails to execute the Services required hereunder.

(i) The AUTHORITY or Agency is in default of any other material obligation under this Agreement.

(j) The AUTHORITY or Agency persistently or materially fails to comply with applicable safety requirements.

7.1.2 Upon any of the occurrences referred to in Section 7.1, LMSV may, at its election and by notice to the AUTHORITY, terminate this Agreement and request that the AUTHORITY, through the agency, immediately assign any and all contracts and/or subcontracts entered into by AUTHORITY and Agency for the WORK to LMSV. LMSV may, within five (5) working days, take possession of all AUTHORITY and Agency materials, supplies, and documentation thereon; accept the assignment of any or all of the subcontracts; and then complete the WORK by any method LMSV may deem expedient.

7.1.3 No termination or action taken by LMSV after termination shall prejudice any other rights or remedies of LMSV provided by law or by the Agreement upon such termination; and LMSV may proceed against the AUTHORITY and Agency to recover all losses, damages and penalties suffered by LMSV.

7.2 Termination by LMSV for Convenience.

7.2.1 LMSV may, at its option, terminate this Agreement, in whole or from time to time in part, at any time by giving notice to the AUTHORITY. Upon such termination, the AUTHORITY and Agency agree to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the AUTHORITY and Agency, LMSV shall pay the AUTHORITY the actual cost of progress toward fulfillment of specified tasks in Attachments 1 & 2, plus a negotiated fee for terminating all active Project contracts, which fee shall be consistent with the termination clauses of the applicable contracts, as approved by LMSV .

7.2.2 Upon receipt of notice of termination under this Section 7.2, the AUTHORITY, through the Agency, shall, unless the notice directs otherwise, do the following: immediately discontinue its Services under the Agreement to the extent specified in the notice; re-assign contracts and consulting agreements as specified in the notice; place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the work on the Project as is not discontinued; promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the work on the Project; and thereafter do only such work as may be necessary to preserve and protect work on the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

7.2.3 Upon such termination, the obligations of the Agreement shall continue as to portions of the work on the Project already performed and, subject to the AUTHORITY's obligations under Section 7.2.2, as to bona fide obligations assumed by the AUTHORITY prior to termination.

7.2.4 Upon such termination, the AUTHORITY shall prepare a final Payment Application which specifies amounts owed to the AUTHORITY for the Services rendered to the date of termination, as well as amounts owed to the Agency's Contractors, subcontractors and consultants for which properly submitted, undisputed payment applications, with back-up

documentation, have been submitted to the AUTHORITY. The above payment shall be the sole and exclusive remedy to which the AUTHORITY is entitled in the event of termination of the Agreement by LMSV pursuant to Section 7.2; and the AUTHORITY will be entitled to no other compensation or damages.

8. LMSV's Representative. LMSV hereby designates Chris Benker as the person to act as its representative for the performance of this Second Project Agreement ("LMSV's Representative"), whose authority includes, but is not limited to, authorizing the release of amounts held in the Project Escrow Account or such other fiscal device as the parties have agreed to, following the receipt of an Account Release Request. LMSV's Representative shall be authorized to act as liaison between LMSV and AUTHORITY in the administration of this Agreement. LMSV's Representative shall have the power to act on behalf of LMSV for all purposes under this Agreement. LMSV may designate new and/or different individuals to act as LMSV's Representative from time to time upon written notice to the AUTHORITY.

8.1 Approval Time. In the event that Agency requests LMSV's approval because the approval of LMSV or LMSV's Representative is required under this Second Project Agreement, LMSV shall provide a response to Agency within ten (10) working days of the Agency's request, unless the request is urgent and Agency clearly specifies to LMSV that a request is "urgent," in which case LMSV shall have five (5) working days to respond to Agency's request. To the extent that LMSV does not respond within such timeframes, LMSV may be liable to Agency for any delay costs actually incurred by Agency.

9. Agency's Representative. The AUTHORITY's administrator for the Agreement is the Agency. The Agency hereby designates James Larry Scott to act as its representative for the performance of this Agreement ("Agency's Representative"). Notwithstanding the designation of Agency's Representative, only the San Diego County Superintendent of Schools, Dr. Randolph Ward or his designee, Lora Duzyk, shall have full authority to represent and act on behalf of the Agency for all purposes under this Second Project Agreement. The Agency's Representative shall supervise and direct all work on the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures for the satisfactory coordination of all portions of the work pursuant to this Agreement.

10. Agency's Insurance. The Agency shall provide the insurance described in its certificate of insurance which is attached hereto as Exhibit "A."

11. Indemnification.

11.1 The AUTHORITY, through the Agency, shall indemnify, defend with legal counsel reasonably acceptable to LMSV, keep and hold harmless LMSV, the State of California, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, caused by, arising out of, resulting from, or incidental to, the performance of this Agreement by the Agency or its contractors (including the Agency's Contracts) and subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Project itself) including the loss of use resulting therefrom, except to the extent caused wholly by the sole negligence or willful misconduct of the Indemnitees. This indemnification obligation of the Agency shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged

failure by Agency to comply with any provision of law or the Agreement, including, without limitation, any applicable procurement requirements, stop notice actions or enforcement actions by the California Department of Labor Standards Enforcement.

11.1.1 The Agency shall give prompt notice to LMSV in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Agency's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Agency's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Agency, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Agency shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

11.2 In any and all claims against any of the Indemnitees by any employee of the Agency, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Agency's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Agency or any Subcontractor under workers' compensation acts, insurance coverage limits, disability benefit acts, or other employee benefit acts.

12. Miscellaneous.

12.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to Agency:

Mikal H. Nicholls, PE
Senior Director
San Diego County Superintendent of
Schools
Educational Facility Solutions Group
6401 Linda Vista Road
San Diego, CA 92111

If to LMSV:

David Yoshihara
Assistant Superintendent of Business
La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, CA 91942

LMSV and the Agency, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

12.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon LMSV and the Agency and their respective successors, transferees and assigns.

12.3 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

12.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Agreement.

12.5 Amendments, Changes and Modifications. Except as to the termination rights of both Parties as indicated herein, this Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

12.6 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.7 Agency and LMSV Representatives. Whenever under the provisions of this Agreement the approval of Agency or LMSV is required, or Agency or LMSV is required to take some action at the request of the other, such approval or such request shall be given for Agency by Agency's Representative and for LMSV by LMSV's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

12.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue shall be San Diego County.

12.9 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

12.10 Further Assurances. Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Agreement.

12.11 Recitals Incorporated. The Recitals set forth at the beginning of this Agreement are hereby incorporated into its terms and provisions by this reference.

12.12 Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

12.13 Force Majeure. A party shall be excused from the performance of any obligation imposed in this Agreement and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non performance will not be a default hereunder or a grounds for termination of this Agreement.

12.14 Interpretation. None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Agreement for purposes of construing the provisions thereof. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto. Each and every provision of law required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Agreement shall be amended in writing to make such insertion or correction.

12.15 Successors. The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions

contained in this Agreement. The Agency may not either voluntarily or by action of law, assign any obligation assumed by the Agency hereunder without the prior written consent of LMSV.

12.16 No State Liability. As between LMSV and the State of California, the Agency agrees that the State of California, including the State Allocation Board, is not liable for any damages of any kind arising out of this Agreement. The Agency's sole remedy is against LMSV or other third parties, and only LMSV and those other third parties may be liable for any injury the Agency may suffer under this Agreement.

12.17 Acknowledgment of Prudent Review. Each party declares that prior to the execution of this 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 the Agreement.

12.18 Integrated Agreement. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

GENERAL CONDITIONS

EXHIBIT "A"

INSURANCE CERTIFICATE

Client#: 1274509

303SANDIE13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/26/2011
PRODUCER BB&T Insurance Svcs of CA, Inc. 750 B Street, Suite 2400 San Diego, CA 92101 800 421-6744	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED San Diego County Schools/JPA San Diego County Office of Ed. 6401 Linda Vista Rd. San Diego, CA 92111-7399	INSURERS AFFORDING COVERAGE INSURER A: San Diego County Schools Risk INSURER B: Permissively Self-Insured INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 S.I.R. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	*Per MOC on file	07/01/10	07/01/11	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPROP AGG \$10,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500,000 S.I.R.	*Per MOC on file	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ex accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	JPA MEMORANDUM OF COVERAGE 60 Days Notice of Cancellation	07/01/10	07/01/11	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Issued with CRC permission. Property Policy incl Special Form and Replacement Cost. Certificate is subject to policy limits, conditions and exclusions. *(MOC) Memorandum of Coverage-Approved Self Insurance Program reinsured by Munich Reinsurance America Inc.
 Re: Second Agreement Between Lemon Grove School District and The K-12 Public Schools and Community Colleges (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

K-12 Public Schools and Community Colleges Facility Authority 6401 Linda Vista Road San Diego, CA 92111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>90</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Marcia Ann Schulte</i>
--	--

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Facility Authority. Certificate holder, its Board, employees and agents, Lemon Grove School District, along with its board, officers, employees and agents and the State of California, and State of California Construction Managers, Project Managers and Inspectors, but only with respect to work performed under this agreement for this project are all named as additional insureds (general liability policy) per attached form. Waiver of subrogation included in policy form.



**Risk Management JPA
Fringe Benefits Consortium**



6401 Linda Vista Road, Room 505
San Diego, CA 92111

619-569-5340 Fax 858-279-6236

SAN DIEGO COUNTY AND IMPERIAL COUNTY SCHOOLS

April 26, 2011

K-12 Public Schools and Community
Colleges Facility Authority
6401 Linda Vista Road
San Diego, Ca 92111

Re: Commercial General Liability Coverage Primary and Non Contributing Agreement
JPA Member: San Diego County Schools/JPA and San Diego County Office of Ed
Program: Second Agreement Between Lemon Grove School District and The K-12
Public Schools and Community Colleges Facility Authority
Coverage Period: July 1, 2010 to July 1, 2011

Primary and Non –Contributory Agreement

IT IS AGREED THAT THE SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS AUTHORITY, PERMISSABLY SELF INSURED, shall provide primary coverage for San Diego County Schools/JPA and San Diego County Office of Ed. Any other coverage maintained by K-12 Public Schools and Community Colleges Facility Authority, its Board, employees and agents, Lemon Grove School District, along with its Board, officers, employees, agents, and the State of California, and the State of California Construction Managers, Project Managers and Inspectors, individually and collectively, shall be in excess only and not contributing with such coverage or self insurance for activities of the San Diego County Schools/JPA and San Diego County Office of Ed.

NO OTHER TERMS OF COVERAGE ARE ALTERED OR WAIVED

By:

Diane Crosier
Diane Crosier, Executive Director

Dated: April 26, 2011

ATTACHMENT 8
REPORTING REQUIREMENTS

1. Reports to District. AUTHORITY shall provide the District with the following reports:
 - a. Written report providing fiscal accounting by project site
 - b. Transaction report of all escrow transactions
 - c. Project fiscal wrap up including interest earned and return of all unused bond proceeds
 - d. Monthly bank statements
 - e. Accountability reports (monthly & annually at end of each fiscal year to close out fiscal year ledgers)
 - f. "One-page" executive bond summary report
 - g. Review and administrative approval of all monthly pay applications
 - h. Review and administrative approval of all projects prior to bidding
 - i. Review and administrative approval of all project changes using AUTHORITY managed contingency funds
2. Reports to Citizen's Bond Oversight Committee (CBOC). AUTHORITY shall provide a quarterly report and project briefing (if required by District), with content and format approved by the District, to the LMSV CBOC. Reports may include items from paragraph 1 above.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

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

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

Rancho Elementary School PTA would like to donate \$700.00 to Rancho Elementary to be used for the schoolwide BMX bike assembly.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept this gift with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

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

ITEM NUMBER: LS-2 New Business
Authorization to Conduct Student Excursion – La Presa Middle School
(Grossmont Center)

La Presa Middle School Jazz Band is requesting approval to perform at Barnes and Noble in Grossmont Center on Sunday, December 11 from 12:30 – 3:00. The performance is part of a fundraiser for the La Presa Middle School band and school library.

Fifteen band members will be accompanied by their parents and director, Aaron Irwin. Parents will provide transportation for their own student.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to conduct this student excursion.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

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

ITEM NUMBER: LS-3 New Business
Authorization to Conduct Student Excursion – Spring Valley Middle
School Band (Disneyland)

Spring Valley Middle School Band is requesting approval to perform at Disneyland on Saturday, January 14, 2012.

Forty-five band members will be accompanied by their parents and director, James Villegas. A District bus will provide transportation. Fees for this excursion will be paid through donations and the band's ASB account.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to conduct this student excursion.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

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

ITEM NUMBER: LS-4 New Business
**Ratification of Student Excursion – Spring Valley Middle School Band
(La Jolla Christmas Parade)**

Spring Valley Middle School Band performed in the La Jolla Christmas Parade on Sunday, December 4, at 1:00 p.m. Band director Jim Villegas, and 4 chaperones accompanied the 45 member band. Transportation was provided by a District bus.

Fees for this excursion were paid through donations and the band's ASB account.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify this student excursion.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

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

ITEM NUMBER: LS-5 New Business
Authorization to Enter into an Expanded Special Education Master
Contract with Springall Academy

The District contracts with California-certified nonpublic schools/agencies to provide services to a student when the District is unable to provide an appropriate special education program. At this time a number of students require the services of nonpublic schools/agencies.

In July approval was granted to contract with Springall Academy, a nonpublic school. The original budget amount was \$71,000.00. Due to the enrollment of a new student it is necessary to increase the budget in a not-to exceed amount of \$36,000.00 for a total of \$107,000.00:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/12	\$953,000.00
Expanded contract for Springall Academy	Not to exceed \$ 36,000.00
Total encumbered cost for all nonpublic schools/agencies	\$ 989,000.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into an expanded special education master contract with Springall Academy for the 2011-12 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

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

ITEM NUMBER: LS-6 New Business
Authorization to Enter into an Expanded Special Education Master
Contract with Aseltine School

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 November approval was granted to enter into an expanded contract with Aseltine School, a nonpublic school. The expanded budget amount was \$74,000.00. Due to the enrollment of a new student it is necessary to increase the budget in a not-to exceed amount of \$37,000.00 for a total of \$111,000.00:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/12	\$989,000.00
Expanded contract for Aseltine School	Not to exceed \$ 37,000.00
Total encumbered cost for all nonpublic schools/agencies	\$ 1,026,000.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into an expanded special education master contract with Aseltine School for the 2011-12 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

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

ITEM NUMBER: LS-7 New Business
Authorization to Enter into Special Education Master Contract with
C.A.R.E.S.

The District contracts with California-certified nonpublic schools/agencies to provide services to a student when the District is unable to provide an appropriate special education program. At this time a number of students require the services of nonpublic schools/agencies.

Authorization is requested for approval of a Special Education Master Contract with C.A.R.E.S., a non-public agency, in a not-to-exceed amount of \$4,500.00 to provide independent assessments:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/12	\$ 1,026,000.00
C.A.R.E.S.	Not to exceed \$ 4,500.00
Total encumbered cost for all nonpublic schools/agencies	\$1,030,500.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into a special education master contract with C.A.R.E.S. for the 2011-12 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

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

ITEM NUMBER: LS-8 New Business
Authorization to Enter into a Memorandum of Agreement with San Diego Unified School District to Provide Title I Services to Saint Martin of Tours Academy

As a participant in the federally funded Title I program, and under requirements for that program, the District is to provide Title I services to eligible students at non-public schools. Currently the District provides services to nine non-public schools whose addresses fall within the District's attendance area and/or have students who reside in a District Title I school attendance area.

Saint Martin of Tours Academy is a non-public school located in the District's attendance area. They have two eligible students living in a Title I school attendance area within our District. Additionally, Saint Martin of Tours Academy has 4 eligible students living in a Title I school attendance area in the San Diego Unified School District. St. Martin of Tours Academy administration has requested that the District provide services as an independent contractor to all of their Title I eligible students, regardless of their address. California Government Code section 53060 allows a memorandum of agreement between districts to provide services to Title I eligible students. San Diego Unified will be billed for services provided in a not-to-exceed amount of \$3,000.00.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Memorandum of Agreement with San Diego Unified School District.

AGREEMENT BETWEEN
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
LA MESA SPRING VALLEY SCHOOL DISTRICT

This agreement is entered into by and between the San Diego Unified School District (hereinafter referred to as “District”) and the La Mesa Spring Valley School District (hereinafter referred to as “Provider”), for the provision of additional instruction or tutoring services provided to Grade K-8 students from St. Martin of Tours Academy who reside in Title 1 attendance areas of the District. These additional instruction or tutoring services (hereinafter referred to as “Title 1 services”) will be offered to students identified by the District.

WHEREAS, the District and the Provider participate in the federally funded Title 1 program, and under requirements for that program, additional educational services are to be offered to eligible students at non-public schools; and

WHEREAS, the Provider is currently offering services at St. Martin of Tours Academy in La Mesa due to the number of eligible students attending that school that reside in the Provider’s attendance areas; and

WHEREAS, the District does not have sufficient staff available to provide such required services; and

WHEREAS, California Government Code section 53060 grants the District the authority to contract with and employ persons for the furnishing to the District of special services if such persons are specially trained, experienced, and competent to perform the special services requested; and

WHEREAS, the Provider is experienced in and qualified for providing services to pupils as part of the Title 1 Program;

NOW, THEREFORE, the parties hereto agree as follows:

1. Provision of Program. The Provider agrees to provide Title 1 services to eligible students that reside in the Title 1 attendance areas from the District. At this date, there have been 4 (four) students identified by the District for services. These services will comply with all provisions of the No Child Left Behind Act of 2001 and shall consist of instruction or tutoring in Reading, Language, and/or Mathematics. The services will be in addition to the regular instruction students receive in St. Martin of Tours Academy classrooms.
2. Hours. The Provider shall determine the hours necessary for services, and services should be in the same manner as those offered to students from the Provider’s attendance areas. Services should meet the needs of the individual eligible student in the program.

3. Eligible Pupils. The District will identify eligible pupils for services attending St. Martin of Tours Academy. Any changes to the initially identified 4 students will be communicated to the Provider in writing, with mutual agreement on any possible changes in services.
4. Staff. The Provider shall establish minimum qualifications for each staff position providing services to students. Such staff members are employed or contracted by the Provider and must meet all minimum qualifications for such positions. All staff servicing students shall be subject to the health screening and fingerprint clearance requirements established by law.
5. Term. The term of this Agreement shall be from November 30, 2011 through June 30, 2012, with four (4) one (1) year renewal options, in accordance with the terms and conditions of this Agreement.
6. Compensation. The District shall pay the Provider for services according to the following schedule:
 - a. For the eligible students from the District's Title 1 attendance areas identified by the District, the District will pay a total not to exceed \$3,000.00 for 30 half-days (90 hours) on Monday-Thursday and 12 half-days (24 hours) on Friday of instructional services offered from January 2, 2012 to June 30, 2012.
 - b. Services will be provided for a maximum of 4 students for the length of the Agreement, to provide identical Title I Services to the District's students as being provided students from the Provider's attendance area. If the District's student is no longer eligible, the District will notify the Provider to cease services. The District will not be responsible to pay the Provider once the District notifies the Provider that the student is no longer eligible.
 - c. The last full month of Title 1 services will be May 2012. This will allow for different end of school year dates among the District, the Provider, and St. Martin of Tours Academy.
 - d. Eligible students will be enrolled in the services beginning in December 2011, and 2 equal payments will be made for these services. The first service period will commence with services in January 2012 through mid-March 2012. A second service period will constitute the services provided from mid-March 2012 through May 2012. The Provider will forward a service period invoice to the District in care of Peggy Zickert, Program Manager. The District shall review and, if acceptable, pay the Provider's invoice within thirty (30) days of receipt.

7. Independent Contractor Status. The Provider is at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement acting as an independent contractor and not as an officer, agent, or employee of the District.
8. Workers' Compensation. The Provider shall provide workers' compensation insurance covering all employees of Provider employed in the Title 1 services.
9. Indemnification. The District and the Provider each agree to defend, indemnify and hold the other harmless from any and all loss, damages, lawsuits, attorneys' fees and costs, penalties, costs, and liabilities which are directly and reasonably related to any claim for loss or damage to property, and injuries to or death of persons, including employees, caused by or resulting from the indemnifying party's negligence, willful misconduct, or breach of this agreement.

As the district of residence for these Title 1 students at St. Martin of Tours Academy, the District will indemnify the Provider against the performance of all natural responsibilities pertaining to the No Child Left Behind Act requirements related to districts of residence and non-public school students.

10. Insurance. The District and the Provider each shall agree to name each other as an additional insured under its policy of liability insurance for the purposes and responsibilities of this agreement.
11. Audit. The Provider agrees to maintain and preserve until three (3) years after termination of this Agreement and to permit the State of California, San Diego County Department of Education, or the District, to have access to and examine and audit any pertinent books, documents, papers, or records related to this Agreement.
12. Compliance with Law. The Provider agrees to comply with all federal, state, and local laws and regulations applicable with respect to its performance under this Agreement, including, but not limited to, licensing, employment, including nondiscrimination and wage and hour laws.
13. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties hereto concerning the matters set forth herein. No prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.
14. Amendment. No changes in the responsibilities of the Provider and/or District to be performed hereunder shall become effective until mutually agreed upon by Provider and District in writing. Such changes as are mutually agreed to by Provider and District which require additional services or a reduction in services under the Agreement as provided herein shall be incorporated in written amendments to this Agreement.

15. Termination. Once initiated, this Agreement should not be terminated, except for severe extenuating circumstances, upon sixty (60) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

16. Notices. Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, shall be served either by personal or delivered by certified mail, addressed to the following party as follows:

PROVIDER:

La Mesa Spring Valley School District

DISTRICT:

Arthur S. Hanby
Strategic Sourcing and Contracts Officer
San Diego Unified School District
2351 Cardinal Lane, Building M
San Diego, CA 92123

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives who have been duly authorized to act.

La Mesa Spring Valley School District

San Diego Unified School District

By: _____

By: _____
ARTHUR S. HANBY JR., CPPO, C.P.M, CPPB
Strategic Sourcing and Contracts Officer

APPROVED AS TO FORM AND LEGALITY

Approved in a public meeting of the Board of
Education of the San Diego Unified School District

Date: _____

Date: _____

Amy J. Bozone, Assistant General Counsel
SAN DIEGO UNIFIED SCHOOL DISTRICT

Cheryl Ward, Board Action Officer
San Diego Unified School District Board of
Education

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

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

ITEM NUMBER: LS-9 New Business
Acceptance of Gift – La Mesa-Spring Valley Educational Foundation,
Minigrants

The La Mesa-Spring Valley Educational Foundation began the Minigrant Program in 1988 to promote the implementation of creative educational ideas. This fall 25 minigrant applications were submitted resulting in 7 projects being funded for a total of \$5,842.00.

All applications were judged against a set of predefined criteria. Attached is a brief description of the minigrants funded by the La Mesa-Spring Valley Educational Foundation for the period covering January 1, 2012, through June 30, 2012.

ADMINISTRATIVE RECOMMENDATION

It is recommended this gift be accepted with thanks.

La Mesa-Spring Valley School District
Educational Foundation Minigrants
Fall 2011

1. Project Title: **Recorder Karate**
Teacher/Applicant: Jennifer Griggs
School: Rancho Elementary
Amount: \$203

Description: “Recorder Karate” is a way to introduce younger students to music, giving them the opportunity to play an instrument for what may be the first time. Music not only inspires creativity and performance, but academic performance is positively impacted as well.

2. Project Title: **Jazz Keyboard Percussion Project**
Teacher/Applicant: Aaron Irwin
School: La Presa Middle
Amount: \$750

Description: The standards-based “Jazz Keyboard Percussion Project” will enhance the thriving jazz music program at La Presa Middle School. The keyboard percussion of the vibraphone allows students to achieve both melodic- and harmony- based standards. Students will be able to perform music from diverse genres, cultures, and time periods. Students will also be able to create melodic and rhythmic improvisations in a style or genre within a musical culture, eg. jazz.

3. Project Title: **Alien Microscope Lab**
Teacher/Applicant: Koreen Corbett
School: Spring Valley Middle
Amount: \$389

Description: An entire worksheet is viewed on a microscope slide. Students will learn all the important skills about using microscopes in this alien microscope lab lesson, using the slide to guide them. There are several aspects about using a microscope that are not intuitive for students and can hinder their learning during microscope activities. Using the alien microscope lab gives the students the practice with the microscope they need to get the most out of their learning later.

4. Project Title: **Biz Town**
School: Murdock Elementary
Amount: \$1,000

Description: “Biz Town” is a program sponsored by Junior Achievement. For one day students become adults, operating a life-size mini-municipality complete with a bank, business, a snack shop, City Hall, professional offices, radio station, T.V. station and a community charity. Students become doctors, business managers, real-estate agents, meter-readers, philanthropists and

accountants. It gives students a hands-on opportunity to explore the free enterprise system and to enhance their personal economic literacy.

5. Project Title: **Biz Town**
 School: Highlands Elementary
 Amount: \$1,000

 Description: “Biz Town” is a program sponsored by Junior Achievement. For one day students become adults, operating a life-size mini-municipality complete with a bank, business, a snack shop, City Hall, professional offices, radio station, T.V. station and a community charity. Students become doctors, business managers, real-estate agents, meter-readers, philanthropists and accountants. It gives students a hands-on opportunity to explore the free enterprise system and to enhance their personal economic literacy.

6. Project Title: **Biz Town**
 School: La Mesa Dale Elementary
 Amount: \$1,000

 Description: “Biz Town” is a program sponsored by Junior Achievement. For one day students become adults, operating a life-size mini-municipality complete with a bank, business, a snack shop, City Hall, professional offices, radio station, T.V. station and a community charity. Students become doctors, business managers, real-estate agents, meter-readers, philanthropists and accountants. It gives students a hands-on opportunity to explore the free enterprise system and to enhance their personal economic literacy.

7. Project Title: **Biz Town**
 School: Extended School Services
 Amount: \$1,500

 Description: “Biz Town” is a program sponsored by Junior Achievement. For one day students become adults, operating a life-size mini-municipality complete with a bank, business, a snack shop, City Hall, professional offices, radio station, T.V. station and a community charity. Students become doctors, business managers, real-estate agents, meter-readers, philanthropists and accountants. It gives students a hands-on opportunity to explore the free enterprise system and to enhance their personal economic literacy.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Approval of New Position, Supervisor, Technology and Learning Resources, with Placement on the Classified Salary Schedule at \$70,340 (Step 1) to \$89,060 (Step 6)

In response to the severe budget deficit, the Board approved a core educational program in February 2011, and directed staff to investigate ways to merge the Information Systems and Instructional Technology and Media Support departments. Subsequently, a task force developed a vision and mission for the newly created Technology and Learning Resources Department, and determined the new department would be best served with one certificated director.

After three months of working within this new structure, the District has determined there is a need to establish a position to assist the new certificated director and the new department, and to ensure the efficiency of central information operations.

The Personnel Commission established the Classification Review Advisory Committee (C-RAC) to continue classification reviews after the 2008 Global Study. C-RAC studied the proposed duties, new reporting relationship, working conditions, experience needed, skills and knowledge required, level of independence needed, as well as researching the prevailing salary market information and internal alignments, and recommended to the Personnel Commission the new classification of Supervisor, Technology and Learning Resources, with a proposed job description and salary range.

Based on the classification review, on November 14, 2011, the Personnel Commission established the new classification of Supervisor, Technology and Learning Resources (see attached job description) with a recommended placement at \$70,340 (Step 1) to \$89,060 (Step 6) on the Classified Supervisory Salary Schedule.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the new position of Supervisor, Technology & Learning Resources, with placement on the Classified Supervisory Salary Schedule at \$70,340 (Step 1) to \$89,060 (Step 6).

Supervisor, Technology and Learning Resources

The job of Supervisor, Technology and Learning Resources was established for the purpose/s of coordinating, developing and supervising the design, development and implementation of information technology projects; including projects regarding desktop and laptop computers, database applications, programming, software applications, servers, networking equipment, printers, telecommunications and voice mail systems throughout the district; and assist in supervising and evaluating assigned central Information Technology personnel. This position reports to Director, Technology and Learning Resources.

Essential Functions

Assists in the development of department budget (e.g. desktop computers, servers, networking equipment, general software, licensing, telecommunication products, service contracts) for the purpose of providing services to meet the needs of the district.

Assist with the submission and monitoring of eRate funding for the purpose of ensuring compliance and receipt of funding in accordance with program.

Collaborate with software/hardware providers, meet with vendor representatives, evaluate products/services, evaluate proposals, make recommendations, and coordinate installation of systems.

Coordinate the development and maintenance of data systems (e.g., systems analysis/design, computer programming, conversion of data, information storage/retrieval, management data controls) for the purpose of providing services within established timeframes and in compliance with district goals.

Develop and present project plans and proposals; develop specifications and assign work to network engineers, information systems support personnel, and programmer/analyst as appropriate.

Instruct end users and personnel in the proper use of systems and programs.

Investigate and make recommendations for the purchase of network and server equipment, operating systems, administrative desktop platforms, printers and telecommunication equipment and systems for the purpose of providing the level of technology required by the district.

Maintain current knowledge of industry trends for software design, database development and technological advances in the field.

Monitor and assist in the processing and submission of mandated reports (e.g., CBEDS, CALPADS, LCEN, SNOR) for the purpose of ensuring compliance with reporting requirements and timelines.

Participate in the development of technology project plans, and department goals and objectives and communicate with end users regarding ongoing progress.

Perform personnel administrative functions of central Information Technology unit operations (e.g., interviewing, evaluating, supervising, training) for the purpose of maintaining adequate staffing, enhancing productivity of personnel and ensuring necessary work unit/program outcomes are achieved.

Provide information to end users, staff and other data processing personnel regarding the technical and procedural aspects of data processing systems and programs.

Respond to school site and/or District requests for new and modified administrative computer applications; gather information and data, document requirements and conduct feasibility studies as appropriate.

Respond to requests for confidential data retrieval within timeframes and in compliance with legal requirements and related District policies; make recommendations on policies related to data security.

Respond to a wide variety of inquiries of technology staff, district personnel, other professional organizations, etc. for the purpose of identifying the relevant issues and recommending or implementing a plan of action that will efficiently resolve the issue.

Report progress through project planning updates, weekly reports and participation in department meetings.

Serve as project supervisor in the design, development, modification, enhancement and implementation of information service projects involving wide and local area networks, backup and recovery, administrative computers, printers, telecommunications, and voice mail within established timeframes and in compliance with related requirements.

Other Functions

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the information technology work unit.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple, highly complex, technical tasks with a need to periodically upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment using pertinent software applications; planning and managing projects; performing accounting procedures; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform advanced math; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: project management including budgets, timelines, allocation of staff, etc.; practices of supervision and training; desktop software, hardware, networking and communication technology; software development, database design and management; principles of public relations and communication; and oral and written communication.

ABILITY is required to schedule a number of activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a variety of factors when using equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing a variety of complex processes; and operate equipment using a variety of processes. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize a variety of types of job-related equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data requires analysis based on organizational objectives; and problem solving with equipment is significant. Specific ability-based competencies required to satisfactorily perform the functions of the job include: communicating with diverse groups; working as part of a team; setting priorities; working with detailed information/data; meeting deadlines and schedules; and maintaining confidentiality.

Responsibility

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives and supervising the use of funds. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to significantly impact the Organization's services.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling; some climbing and balancing; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job

requires 50% sitting, 20% walking, and 30% standing. The job is performed under minimal temperature variations.

Experience Job related experience within specialized field with increasing levels of responsibility is required.

Education Bachelor degree in job related area.

Equivalency Any combination of education, training, and/or experience which demonstrates ability to perform the required duties. A typical qualifying background would include a bachelor's degree in a field related to information technology and three years of increasingly responsible technology experience including the development, installation and maintenance of data processing systems including LAN/WAN networks and educational and administrative applications of technology. Supervisory or lead project experience over information technology staff is highly desirable. A master's degree in a field related to information technology may substitute up to one year of the required experience.

Required Testing

Job Related Proficiency Test

Continuing Educ./Training

None Specified

Certificates

Valid Driver's License & Evidence of Insurability

Clearances

Criminal Justice Fingerprint/Background Clearance

Tuberculosis Clearance

Pre-placement Physical

Alcohol and Drug Test

FLSA Status

Exempt

Approval Date

11/14/11

Salary Range

Class Suprv TLR

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Authorization to Revise Classified Supervisory Salary Schedule

The attached salary schedule reflects the addition of the new classified supervisory position of Supervisor, Technology & Learning Resources.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to revise the attached Classified Supervisory Salary Schedule as presented, effective December 7, 2011.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Classified Supervisory Salary Schedule

Effective July 1, 2011	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-9	Years 10-14	Years 15-19	Years 20-24	Years 25+
	A	B	C	D	E	F	F + 5.0%	F + 10.0%	F + 15.0%	F + 20.0%
Supervisor, Extended School Services	54,615.00	57,274.00	60,376.00	62,940.00	65,978.00	69,187.00	72,646.00	76,106.00	79,565.00	83,024.00
Supervisor, Custodians	4,551.25	4,772.83	5,006.33	5,245.00	5,498.17	5,765.58	6,053.83	6,342.17	6,630.42	6,918.67
	26.26	27.54	28.88	30.26	31.72	33.26	34.93	36.59	38.25	39.92
Supervisor, Maintenance	56,794.00	59,521.00	62,431.00	65,461.00	68,611.00	71,899.00	75,434.00	79,069.00	82,694.00	86,279.00
Supervisor, Transportation	4,732.00	4,960.08	5,202.58	5,455.08	5,717.58	5,991.58	6,281.17	6,590.75	6,910.33	7,189.92
	27.30	28.62	30.01	31.47	32.99	34.67	36.30	38.02	39.75	41.48
Supervisor, Technology and Learning Resources	70,340.00	73,723.00	77,290.00	80,991.00	84,915.00	89,069.00	93,513.00	97,966.00	102,419.00	106,872.00
	6,861.67	6,143.33	6,140.83	6,749.26	7,074.26	7,421.67	7,762.76	8,163.83	8,634.92	9,096.00
	33.82	35.44	37.16	38.94	40.82	42.82	44.96	47.10	49.24	51.38

updated 11/29/11

Supervisory staff are exempt from overtime.

Supervisory staff shall receive sick leave as specified for other classified employees and 22 vacation days for years 1-20;

22.5 vacation days for years 21-22; 23 vacation days for years 23-24; 24 vacation days for 25 years and thereafter.

Supervisory staff shall receive medical, dental and life insurance coverage as offered to other classified employees.

A Supervisor whose assigned work shift commences after 2:00 p.m. shall be paid a differential of 5% in addition to his/her regular rate of pay, excluding longevity.

For 2011-2012, the Supervisory staff salaries will be reduced by twelve (12) Furlough days, which is equivalent to a 4.59 percent salary reduction.

Four (4) of these days will be taken January 3rd - January 6th, 2012.

The remaining eight (8) furlough days will be determined by the employee based on District needs, as approved by Assistant Superintendent, Human Resources.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations
Standard Recommendations

The Human Resources recommendations which are attached for consideration at the December 6, 2011 Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

3. Standard Human Resources Recommendations – December 6, 2011

CERTIFICATED:

Approval of Contract:

Garrett, Leslie B.	Teacher – EAK (temporary)	VI-1	01/09/12
Lyons, Shama D.	Teacher – EAK (temporary)	IV-3	01/09/12
StCyr, Amy L.	Resource Teacher (temporary)	IV-4	11/01/11 – 05/31/12
Thomas, Alissa L.	Teacher – EAK (temporary)	VI-1	01/09/12

Approval of Acceptance of Resignation:

Hamid, Rabia	Preschool Teacher (retiring)	12/30/11
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Approval of Change of Classification:

Guera, Rachel G.	From: IV-5	To: V-5	11/01/11
Persinger, Delores A.	From: IV-16	To: V-16	07/01/11

Approval of Change of Assignment:

Tavolazzi, Nicole	From: Teacher on Special Assignment (temporary)	01/09/12
	To: Teacher – EAK (temporary)	

Approval of Return from Leave of Absence:

Fulton, Roxanne E.	Adapted PE Teacher (returned early from leave)	11/28/11
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Approval of Contract Revision:

Skeels, Jennifer L.	From: 80%	To: 90%	11/01/11
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Approval of Rehire from 39-Month Reemployment List:

Chalco, Veronica	Teacher – EAK (temporary)	V-5	01/09/12
Juarez, Marsha M.	Teacher – EAK (temporary)	III-7	01/09/12
Mills, Kellie M.	Teacher – EAK (temporary)	IV-7	01/09/12
Shellman, Nicole G.	Teacher – EAK (temporary)	VI-9	01/09/12
Shubert, Suzanne C.	Teacher – EAK (temporary)	V-9	01/09/12

CLASSIFIED:

Approval of Employment/Merit System:

Bogensberger, Lauren E.	Extended School Services Leader	26-A	11/17/11
Tshering, Paul	School Bus Driver	42-A	11/18/11
Volper, Corinne M.	Library Media Technician	31-A	11/28/11
Wojcik, Pola K.	Paraprofessional – Special Education	21-A	11/28/11

Approval of Acceptance of Resignation/Merit System:

Dunham, Judith N.	School Office Manager (retiring)	03/30/11
Fernandez, Kathleen J.	School Bus Driver (retiring)	11/25/11
Paone, Carol A.	Secretary (retiring)	12/30/11

Approval of Employment:

Aguilar, Cynthia D.	Playground Attendant	\$8.85/hr	11/03/11
Aguilar Urrea, Gloria J.	Student Helper	\$10.16/hr	10/27/11
Breed, Christine A.	Playground Attendant	\$8.85/hr	09/26/11
Casasus, Maria G.	Playground Attendant	\$8.85/hr	10/24/11
Chavez, Janice M.	Playground Attendant	\$8.85/hr	09/20/11
Deleon, Michael K.	Extended School Services Assistant Leader	\$13.39/hr	10/10/11
Ellis, Tyler J.	Student Helper	\$10.16/hr	10/25/11
Garcia, Gabriel F.	Extended School Services Attendant	\$10.18/hr	10/27/11
Greene, Allyssa B.	Playground Attendant	\$8.85/hr	10/24/11
Hale, Emily A.	Student Helper	\$10.16/hr	11/08/11
Kandt, Michelle L.	Student Helper	\$10.16/hr	10/24/11
Lincoln, Travis H.	Extended School Services Assistant Leader	\$13.39/hr	10/31/11
Magill, Barbara A.	Playground Attendant	\$8.85/hr	11/07/11
Mathis, Chloe T.	Extended School Services Attendant	\$10.18/hr	10/27/11
Nunez, Leticia I.	Playground Attendant	\$8.85/hr	11/10/11
Rivera, Lexus K.	Extended School Services Attendant	\$10.18/hr	11/15/11
Sterling, Matthew L.	Extended School Services Attendant	\$10.18/hr	10/17/11
Suacci, Michelle J.	Playground Attendant	\$8.85/hr	11/10/11
Tigner, Amelia H.	Student Helper	\$10.16/hr	11/28/11
Vann, Avey R.	Student Helper	\$10.16/hr	11/16/11
Williams, Hailey J.	Extended School Services Attendant	\$10.18/hr	11/15/11
Williams, Joann P.	Playground Attendant	\$8.85/hr	10/31/11

Approval of Termination of Employment:

Battaglia, Ellen R.	Paraprofessional – Special Education (deceased)	11/13/11
Bogensberger, Lauren E.	Extended School Services Assistant Leader, and Extended School Services Attendant (employment elsewhere)	11/16/11
Breed, Christine A.	Playground Attendant (end of temporary assignment)	10/31/11
Butler, Diedre A.	Playground Attendant (moved from area)	09/27/11
Christ, Calvan F.	Extended School Services Assistant Leader, and Extended School Services Attendant (employment elsewhere)	10/28/11
DeMassimo, Dominic A.	Extended School Services Attendant (employment elsewhere)	10/14/11
Foster, Melissa K.	Playground Attendant (resigned)	06/10/11
Gilmore-See, Christopher R.	Extended School Services Attendant (dismissed)	09/30/11
Millsap, Michelle R.	Student Helper (employment elsewhere)	08/25/11
Porco, Domenico	Student Helper (employment elsewhere)	05/09/11
Rubio, Diana	Extended School Services Attendant (employment elsewhere)	10/28/11
Sanders, Gini R.	Student Helper (employment elsewhere)	08/24/11
Singh, Ariel C.	Student Helper (end of temporary assignment)	08/31/11
Smith, Heather D.	Playground Attendant (resigned)	09/27/11
Torres, Jessica A.	Extended School Services Attendant (resigned)	08/26/11

Approval of Change of Classification:

Banta, Aurora D.	From: School Bus Attendant	18-E	11/16/11
	To: School Bus Driver	42-B	

Approval of Rehire from 39-Month Reemployment List:

Prentice, Donald L.	Custodian	26-F	12/01/11
Ranum, Valerie J.	Supervisor, Technology & Learning Resources	18-F+	12/07/11
Reynolds, Jonathan T.	Custodian	26-F	12/01/11
Sugrue, Marie A.	Health Aide	24-B	11/03/11

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

Alliance for African Assistance	Consultant (Special Education)	12/07/11 – 06/30/12
Barney & Barney, LLC.	Consultant (District/Human Resources)	01/01/12 – 12/31/12
Educational Consulting Services, Inc.	Consultant (Kempton)	11/28/11 – 06/15/12
Educational Consulting Services, Inc.	Lecturer/Presenter (Lemon Avenue)	12/07/11
Educational Consulting Services, Inc.	Lecturer/Presenter (Rancho)	11/14/11
Environmental Systems Association	Consultant (Facilities)	10/11/11 – 11/30/11
Interpreters Unlimited	Consultant (Special Education)	12/07/11 – 06/30/12
Jump Rope Workshop/J. Strong	Lecturer/Presenter (La Mesa Dale)	12/01/11
Kaiser Permanente/Parra, Zaragoza	Lecturer/Presenter (La Mesa Middle)	11/16/11 – 06/15/12
Lareau, Lisa	Short-Term Employment (Murdock)	11/01/11 – 06/15/12
Neuschuler, Meta	Short-Term Employment (Murdock)	11/01/11 – 06/15/12
Rady Children's Hospital/E. Gabayan	Consultant (Student Services)	09/01/11 – 06/30/12
Razzle Bam Boom School Assembly	Lecturer/Presenter (Murray Manor)	03/02/12
Shepherd, Tiffany	Lecturer/Presenter (Rolando)	11/01/11 – 05/31/12

NOV 04 2011

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Special Education Date October 25, 2011
 Consultant/Lecturer/Presenter Name Jamie Regalbutto Soc Sec No _____
 Name of Firm or Business Alliance for African Assistance Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter Provide interpretation and translation services

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split \$
Special Ed	06	00	6500	000	5750	1110	5800	095	536		100	

☒ Consultant ☐ Lecturer/Presenter
 Signature, Principal or Department Head [Signature] Date 10/27/11
 Additional Approval (if needed) [Signature] Date 11/10/11 Signature of Assistant Superintendent [Signature] Date 10/27/11
 APPROVED FOR BOARD Claudia Bender Date 11/10/11
 SUBMISSION: Assistant Superintendent, Human Resources Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of December, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Alliance for African Assistance (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 December 7, 2011, through June 30, 2012, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of not to exceed \$3,000.00 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.
*\$60.00 minimum for oral interpretation; \$45.00 each additional hour in 30 minute increments; \$0.50 per mile after 10 miles for appts more than 10 miles from office; \$45.00 cancellation fee; document translation - \$0.19-\$0.99 per word; \$20.00 minimum per document

Provide interpretation/translation services for students and parents in the district.

11-12
La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Human Resources Date 11/17/11
Consultant/Lecturer/Presenter Name _____ Soc Sec No _____
Name of Firm or Business Barney & Barney, LLC Taxpayer ID No (for 1099) _____
Address _____
Background and qualifications of Consultant/Lecturer/Presenter Provider of premier insurance, risk management and employee benefits solutions. Provided such services to LMSVSD for over ten years.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
HR	03	00	0000	000	0000	7490	5800	095	543		100	

☒ Consultant ☐ Lecturer/Presenter Claudia Bender Date 11-10-11
Signature, Principal or Department Head
Ken Adams Date 11/17/11
Additional Approval (if needed) Signature of Assistant Superintendent
APPROVED FOR BOARD Claudia Bender Date 11-17-11 Board Approval Date
SUBMISSION: Assistant Superintendent, Human Resources

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 17th day of November, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Barney & Barney, LLC (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 1/1/12, through 12/31/12, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$6,000/month (\$72,000 annually) 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.

Assist with development of employee benefit plan goals and strategies, including design, cost, contributions, legal issues, communication and funding.

9974 Rev. 9/06

Distribution: Accounting 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

8476

NOV 07 2011

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Kempton Elementary Date 10-25-11
 Consultant/Lecturer/Presenter Name Diane Haager Soc Sec No _____
 Name of Firm or Business Educational Consulting Services Inc. Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter CSULA Faculty reading intervention expert, author

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
EIA	06	00	7090	000	1110	2140	5800	020	440		%	\$

☒ Consultant ☐ Lecturer/Presenter Diane Haager 10-25-2011
 Signature, Principal or Department Head Date
 Additional Approval (if needed) [Signature] Date 11/10/11
 Signature of Assistant Superintendent Date
 APPROVED FOR BOARD SUBMISSION: [Signature] Assistant Superintendent, Human Resources Date 11/10/11 Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of October, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Diane Haager (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 11/28/11 through 6/15/12 inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of not to exceed \$5000 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.

Consult with Bancroft, La Presa Elementary and Kempton principals and staff to develop and train staff in an early intervention plan for reading and language arts as part of restructuring under the NCLB

8465

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

HUMAN RESOURCES
NOV 07 2011

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

Originating School or Department Lemon Avenue Elementary Date 10/31/11
Consultant/Lecturer/Presenter Name Diane Haaper, Ph.D. Soc Sec No _____
Name of Firm or Business Educational Consulting Services Taxpayer ID No (for 1099) _____
Address _____
Background and qualifications of Consultant/Lecturer/Presenter Professor, Charter College of Education, California State University, Los Angeles

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split
EIA	060	00	7090	000	1110	1000	2100	092	230	100	%
						2140					\$
											8 R

☐ Consultant ☒ Lecturer/Presenter
Signature, Principal or Department Head [Signature] Date Nov 1, 2011
Additional Approval (if needed) _____ Date _____
Signature of Assistant Superintendent [Signature] Date 11/10/11
APPROVED FOR BOARD SUBMISSION: [Signature] Assistant Superintendent, Human Resources Date 11/10/11 Board Approval Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this October day of 30, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and California State University Los Angeles (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates December 7, 2011.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$2,500. 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.

Provide professional development with intervention, assisting teachers to meet grade level standards in reading.

Note: A Lecturer Presenter Form for the same presentation on 11/4/11, is being submitted by Rancho Elementary.

8468

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

NOV 09 2011

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

Originating School or Department Rancho Elementary Date 11/2/11
 Consultant/Lecturer/Presenter Name Diane Haager, Ph.D. Soc. Sec No. _____
 Name of Firm or Business Diane Haager - Educational Consulting Services, Inc. Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter Professor, Charter College of Education, CA State Univ. Los Angeles

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
Title I	06	00	3010	000	1110	2140	2900	099	460			

☐ Consultant ☒ Lecturer/Presenter
 Signature, Principal or Department Head [Signature] Date 11/2/11
 Signature of Assistant Superintendent [Signature] Date 11/16/11
 Additional Approval (if needed) _____ Date _____
 APPROVED FOR BOARD SUBMISSION: [Signature] Assistant Superintendent, Human Resources Date 11/16/11 Board Approval Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 2nd day of November, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Diane Haager - Educational Consulting Services, Inc. (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates November 14, 2011.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$2500.00 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.
Provide professional development with intervention, assisting teachers to meet grade level standards in reading
NOTE: A Lecturer/Presenter Form for the same presentation on Dec. 7 has been submitted by Lemon Elementary
November 14 session to be held at Lemon.

NOV 14 2011

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 ACCOUNTING FOR BUDGET APPROVAL 2 WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Facilities Date October 11, 2011
 Consultant/Lecturer/Presenter Name Andrew L. Bryson Soc. Sec. No. _____
 Name of Firm or Business Environmental Systems Assoc. Taxpayer I.D. No. (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter Certified Industrial Hygienist

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
Maint.	06	00	8150	000	0000	8100	5800	095	811	5		

☒ Consultant ☐ Lecturer/Presenter

Signature, Principal or Department Head

Date

Additional Approval (if needed)

Date

Signature of Assistant Superintendent

Date

APPROVED FOR BOARD SUBMISSION:

Assistant Superintendent, Human Resources

Date

Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 11th day of October, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91941, (hereafter "District"), and Andrew L. Bryson (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 October 11, through Nov. 30, 2011 inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$3800.00 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.

To perform air sampling, monitoring and testing at PKMS.
and written report of results

NOV 04 2011

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Special Education Date October 25, 2011
Consultant/Lecturer/Presenter Name Shamus Sayed, Vice President Soc Sec No _____
Name of Firm or Business Interpreters Unlimited Taxpayer ID No (for 1099) _____
Address _____
Background and qualifications of Consultant/Lecturer/Presenter Provide interpretation and translation services

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
Special Ed	06	00	6500	000	5750	1110	5800	095	536	8	100	

☒ Consultant ☐ Lecturer/Presenter
Signature, Principal or Department Head [Signature] Date 10/27/11
Additional Approval (if needed) [Signature] Date 11/10/11 Signature of Assistant Superintendent [Signature] Date 11/27/11
APPROVED FOR BOARD Claudia Bender Date 11/16/11 Board Approval Date _____
SUBMISSION: Assistant Superintendent, Human Resources

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of December, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Interpreters Unlimited (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 December 7, 2011, through June 30, 2012, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of not to exceed \$5,000.00 (see attachment for price list) 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.

Provide interpretation services for assessments and IEP meetings.

8467

La Mesa-Spring Valley School District

NOV 02 2011

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department La Mesa Dale Date 10/27/11
 Consultant/Lecturer/Presenter Name Jill Strong Soc Sec No _____
 Name of Firm or Business Jump Rope Workshop Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter School presentation

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	\$
Donation	03	00	0000	191	110	10001580	1020	220				
					1110	1000	5800	020	220	f		

☐ Consultant ☒ Lecturer/Presenter Kelly Debus Date 10/31/11
 Signature, Principal or Department Head
 Additional Approval (if needed) _____ Date _____ Signature of Assistant Superintendent _____ Date 11/9/11
 APPROVED FOR BOARD SUBMISSION: A. Borden Date 11/16/11 Board Approval Date _____
 Assistant Superintendent, Human Resources

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 28th day of October, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Dale Avenue, La Mesa, California 91942. (hereafter "District"), and Jill Strong (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 Dec. 1, 2011 through Dec. 1, 2011 inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$469.00 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.

Presentation of jump rope styles for entertainment and physical fitness

8463

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

NOV 13 2010

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

Originating School or Department La Mesa Middle School Date 11/14/11
 Consultant/Lecturer/Presenter Name Dr. David C. Parra, M.D./Connie Zaragoza Soc Sec No _____
 Name of Firm or Business Kaiser Permanente Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter Medical professionals presenting and mentoring students to encourage them to become medical professionals.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split \$
N/A												

☐ Consultant ☒ Lecturer/Presenter Dr. David C. Parra 11/14/11
 Signature, Principal or Department Head Date
Richard
 Additional Approval (if needed) Date Signature of Assistant Superintendent Date
Richard 11/16/11
 APPROVED FOR BOARD SUBMISSION: Richard Assistant Superintendent, Human Resources Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 14th day of November, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Kaiser Permanente/Hippocrates Circle (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 November 16, 2011, through June 15, 2012, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of N/A for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below, or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Physicians share their personal stories about the steps they took in becoming a physician. Parents and students are encouraged to learn about college and financial aid options to finance higher education. Emphasis is placed on wellness and personal health for students and their families.

REQUISITION FOR SHORT-TERM EMPLOYMENT

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

Print Name LISA LAREAU Date November 1, 2011
Describe service performed/Program Objective After School Power Reader

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

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

Hourly or Daily Rate (circle one) \$ 15.00/hr Total Not to Exceed \$ 400.00

Expenditure Approved by:
Principal/Department Head [Signature] Date 11/4/11 Spec. Education/Spec. Programs (if required) [Signature] Date 11/16/11
Accounting Budget Review [Signature] Date 11/16/11 Asst. Supt., Business or Asst. Supt., Instruction [Signature] Date 11/16/11
Assistant Superintendent, Human Resources [Signature] Date 11/16/11 BOARD APPROVAL DATE 11/16/11
No service to be rendered until after Board approval.

APPLICATION FOR SHORT-TERM EMPLOYMENT

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

Please Type
Name LAREAU LISA Soc. Sec. No.
Last First Middle
Address
Street City State/Zip
Telephone Cell phone

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

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

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

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

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

Signature Date

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

8469

REQUISITION FOR SHORT-TERM EMPLOYMENT

NOV 08 2011

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

Print Name META NEUSCHULER Date November 1, 2011

Describe service performed/Program Objective After School Power Readers

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

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

Hourly or Daily Rate (circle one) \$ 15.00/hr Total Not to Exceed \$ 1200.00

Expenditure Approved by:
 Principal/Department Head [Signature] Date 11/4/11
 Accounting/Budget Review [Signature] Date 11/10/11
 Assistant Superintendent, Human Resources [Signature] Date 11/10/11
 Spec. Education/Spec. Programs (if required) [Signature] Date 11/16/11
 Asst. Supt., Business or Asst. Supt., Instruction [Signature] Date 11/16/11
 BOARD APPROVAL DATE 11/16/11
 No service to be rendered until after Board approval.

APPLICATION FOR SHORT-TERM EMPLOYMENT

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

Please Type

Name NEUSCHULER META Soc. Sec. No.
 Last First Middle

Address City State/Zip
 Street

Telephone Cell phone

Are you a citizen of the United States? ☒ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ No

Have you ever been employed by this district? ☒ Yes ☐ No If Yes, when? currently Under what name? Same

Are you currently a member of a California retirement system? ☐ Yes ☒ No If Yes, which system: ☐ STRS ☐ PERS

Have you ever been convicted of any criminal offense? ☐ Yes ☒ No If Yes, please give date of each offense and sentence below:

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

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

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

Name John Ashley Occupation Principal, Murdock Complete Mailing Address Telephone

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

Signature [Signature] Date 11/9/11

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

8470

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

NOV 02 2011

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

Originating School or Department Student Services Date 08/25/11
 Consultant/Lecturer/Presenter Name Elaine Gabayan - Rady Children's Hospital Soc Sec No _____
 Name of Firm or Business Rady Children's Hospital Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter Licensed Clinical Social Worker from Rady Children's Hospital

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split
EMHI I	06	00	6250	001	1110	3110	5800	0956	531	f	\$2250.00
	06	00	6250	003	1110	3110	5800	0956	531	f	\$150.00

☒ Consultant ☐ Lecturer/Presenter David King Date 9/11/11
 Signature, Principal or Department Head _____
 Additional Approval (if needed) _____ Date _____
 Signature of Assistant Superintendent _____ Date 11/4/11
 APPROVED FOR BOARD SUBMISSION: Bender Date 11/16/11 Board Approval Date _____
 Assistant Superintendent, Human Resources

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of September, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Rady Children's Hospital (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 09/01/11, through 06/30/12, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of not to exceed \$8,000 / \$70 per hour 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.

Mental health consultant to EMHI guidance aides, counselors, and programs. Assist with weekly training on topics such as child development, listening techniques, communication skills, and group dynamics facilitation. Will also facilitate the referral of children and families that requires services beyond the scope of the program.

NOV 09 2011

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Murray Manor Elementary Date 10/11/11
 Consultant/Lecturer/Presenter Name Obediah Thomas Soc Sec No _____
 Name of Firm or Business Razzle Bam Boom School Assembly Taxpayer ID No (for 1099) _____
 Address _____

Background and qualifications of Consultant/Lecturer/Presenter Over 20 years experience as professional comic & juggler. BA degree from the Cincinnati Conservatory of Music. International performer with 11 years experience performing at elementary school assemblies across the U.S.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
Donations	03	00	0000	191	0000	1000	5800	095	140			1,050.00
					1110							

☐ Consultant ☒ Lecturer/Presenter

Signature, Principal or Department Head [Signature] Date 10/11/11

Additional Approval (If needed)

Date

Signature of Assistant Superintendent [Signature]

Date

APPROVED FOR BOARD

Signature [Signature] Assistant Superintendent, Human Resources

Date 11/10/11

Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this October day of 11, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Obediah Thomas-Razzle Bam Boom (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 Friday 3/2/12, through 3/2/12, inclusive; or, services shall be provided on the following dates Friday, 3/2/12.
- COMPENSATION.** The District agrees to pay Contractor the amount of 1,050.00 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.

Children will be exposed to a variety of instruments and explore the early cultural influences that led to this 20th century music phenomenon know as Rock and Roll music. This program is a blend of culture, education and fun.

8472

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

NOV 15 2011

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

Originating School or Department Rolando Elementary Date 11/1/11
 Consultant/Lecturer/Presenter Name Tiffany Shepherd Soc Sec No _____
 Name of Firm or Business n/a Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter wildlife biologist, M.S. degree

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

☐ Consultant ☒ Lecturer/Presenter
 Signature [Signature] Principal or Department Head Date 11/1/11
 Additional Approval (if needed) _____ Date _____
 Signature of Assistant Superintendent [Signature] Date 11/16/11
 APPROVED FOR BOARD SUBMISSION: _____
 Assistant Superintendent, Human Resources Date _____ Board Approval Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of November, 2011, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Dale Avenue, La Mesa, California 91942, (hereafter "District"), and Tiffany Shepherd (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 November 2011, through May 2012, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of (FREE) 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.

Local wildlife - overview of common species, sensitive/endangered species, and adaptations.

8474

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations
Authorization to Enter into a Memorandum of Understanding with
Orange Unified School District – Autism Spectrum Disorder Added
Authorization

In July 2009, the California Commission on Teacher Credentialing (CCTC) established the requirement and process for Added Authorizations in Special Education. These Added Authorizations are required in six specialty areas including Autism Spectrum Disorders (ASD).

The District seeks to enter into a Memorandum of Understanding (MOU) with the Orange Unified School District to utilize their services as a Program Sponsor to provide required coursework, training and credential support services for the ASD Authorization. The Orange Unified credentialing program is reasonably priced and its on-line format will provide an option to our special education teachers who prefer this modality for their coursework. Upon successful completion of the program components, La Mesa-Spring Valley special education teachers will be recommended to the CCTC for the ASD Added Authorization by Orange Unified staff.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Memorandum of Understanding with Orange Unified School District.



Orange Unified School District
Autism Spectrum Disorder Added Authorization
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Orange Unified School District Autism Spectrum Disorder Added Authorization Program, heretofore called the "OUSD Program" and the La Mesa-Spring Valley School District heretofore referred to as the "LMSVSD". This MOU will delineate the agreements, responsibilities, terms, and reimbursements for the OUSD Program to provide Autism Spectrum Disorder Added Authorization (ASDAA) coursework, training and credentialing support services to teachers within the LMSVSD.

OUSD PROGRAM RESPONSIBILITIES:

The OUSD Program agrees to:

- A. Act as approved Program Sponsor in accordance with the Orange Unified School District Beginning Teacher Support and Assessment (BTSA) Induction/Education Specialist/Autism Spectrum Disorder Added Authorization and the California Commission on Teacher Credentialing (CCTC).
- B. Provide on-line coursework that meets the CCTC guidelines for approved programs.
- C. Provide on-line assignments and grading rubrics to ensure Program Candidates are able to successfully demonstrate competence and course completion requirements for **no more than 30 participants per course**.
- D. Provide face-to-face training, and coursework calibration for LMSVSD District Leadership/Instructors to ensure consistent implementation and fidelity to the OUSD Program across all participating LMSVSD partners.
- E. Provide observation demonstration site recommendations.
- F. Provide a structured forum for ASDAA Colloquium and Exit Panel Presentations.
- G. Provide an ASDAA recommendation for LMSVSD District Participating Teachers who have successfully met all program completion requirements. Provide OUSD Program credential analyst who will be responsible for filing OUSD Program ASDAA recommendations with the CCTC for each LMSVSD candidate.
- H. Provide on-going collaboration, communication and OUSD Program evaluation and opportunities.

The La Mesa-Spring Valley School District (LMSVSD) agrees to:

- A. Identify appropriate candidates for participation in the OUSD Program in accordance with CCTC guidelines.
- B. Provide high quality LMSVSD District leaders and instructors (see District Instructor Guidelines) to monitor and grade program participants' assignments based on approved course grading rubrics and guidelines.
- C. Provide LMSVSD District technical support systems for the delivery of the on-line coursework. Complete, execute and return for each participating teacher the Signed OUSD Electronic Agreement one week prior to the opening of the course.
- D. Collaborate with OUSD Program in the selection and assignment of observation demonstration sites.
- E. Participate in structured ASDAA Colloquium and Exit Panel Presentation forums.

- F. Maintain fidelity to the grading rubrics and guidelines for course completion.
- G. Maintain on-going communication, collaboration and OUSD Program evaluation.

DISTRICT INSTRUCTOR GUIDELINES

The LMSVSD Instructors meet the following guidelines:

- A. Certificated experience working with students with Autism Spectrum Disorder (ASD).
- B. Attend the OUSD Program ASD Instructors Training for program use and calibration at a time and date that is mutually agreeable by both parties.
- C. Grade all course assignments and monitor course blogs based on the rubrics established by the OUSD Program.
- D. Submit all grades to the OUSD Program as part of the ASDAA recommendation process.
- E. Schedule Course 1 Autism class demonstration site observations for Course 1 participants.
- F. Schedule an observation of Autism Practicum Candidates implementing ASD strategies within the context of one instructional lesson.
- G. Participate as a Practicum Project Presentation Exit Panel member and adhere to the OUSD Program rubric in grading candidate Practicum Projects.

TERMS and TERMINATION

This agreement shall be effective from **December 1, 2011 until November 30, 2012** and is renewable annually, by mutual written agreement. The MOU may be amended by mutual consent of the parties and may be terminated by either OUSD Program or LMSVSD upon thirty (30) days advance written notification prior to the beginning of the semester.

PAYMENT

The District agrees to pay OUSD per each participating teacher, as follows:

- Course 1 (12 weeks): \$175 – Districts will be invoiced on a semester basis for each participant. Payment is due prior to the first week of class. Course fees are non-refundable.
- Course 2 (12 weeks): \$175 – Districts will be invoiced on a semester basis for each participant. Payment is due prior to the first week of class. Course fees are non-refundable.
- Upon completion of Course 2, Districts will be invoiced a \$100 Credential Application Assessment for each participant.
- No later than 6 weeks after the completion of Course 2, the following must be received by OUSD:
 - \$100 Credential Application Assessment
 - Final coursework grades,
 - Colloquium scores, and
 - Practicum grades

Receipt of these documents will result in a recommendation on behalf of the candidate to the Commission on Teacher Credentialing for the Autism Spectrum Disorder Added Authorization.

INSURANCE

The parties shall maintain such general liability, property damage, workers' compensation, and auto insurance, and any other insurance as may be necessary, as is required to protect OUSD Program and LMSVSD. The Districts shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverage prior to the commencement of work.

EMPLOYEE FINGERPRINTING

LMSVSD will assume responsibility as part of employment in the LMSVSD all fingerprinting and "criminal record check certification."

GOVERNING LAW/FORUM SELECTION

This contract is made, entered into and executed in Orange County, California, and the parties agree that any legal action, claim or proceedings arising out of or connected with this Contract shall be filed in the applicable court in Orange County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this MOU.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the MOU shall be read and enforced as though it were so inserted and included.

NO THIRD PARTY OBLIGATIONS

The execution and delivery of this MOU shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

RECORD RETENTION AND INSPECTION

All parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this MOU. All records shall be kept and maintained by OUSD Program and made available to LMSVSD during the entire term of this MOU and for a period not less than five (5) years.

OTHER TERMS AND CONDITIONS

All products and materials developed by the Program are the exclusive property of the LEA. LMSVSD employees, staff, participating teachers, shall not have the right to disseminate, market or otherwise use the products or materials without expressed written permission of the Program designee.

ORANGE UNIFIED SCHOOL DISTRICT

BY _____

Michael L. Christensen
Deputy Superintendent

Date _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT

BY _____

Claudia Bender
Assistant Superintendent, Human Resources

Date _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-5 Human Resources Recommendations
Authorization to Enter into a Memorandum of Understanding with
Orange Unified School District – Education Specialist Clear Credential
Program

The District recently hired several new special education teachers who require a Beginning Teacher Support and Assessment (BTSA) Induction /Education Specialist Clear Credential program in order to fulfill credentialing requirements for the State. Our current BTSA Induction program is not able to provide the required coursework and support to clear special education credentials as mandated by the California Commission on Teacher Credentialing (CCTC). Therefore, the District seeks to enter into a Memorandum of Understanding (MOU) with the Orange Unified School District to utilize their services to provide coursework, training and credentialing support services for our teachers who need to clear their Education Specialist credentials. Our BTSA Support Provider will serve as a course instructor and the La Mesa-Spring Valley School District will recommend special education teachers who successfully complete the required coursework to the CCTC for clear credentials.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Memorandum of Understanding with Orange Unified School District.



Orange Unified School District
Educational Specialist Clear Credential
Mild Moderate/Moderate Severe Coursework
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Orange Unified School District, heretofore called the "OUSD" and La Mesa-Spring Valley School District heretofore referred to as the "LMSVSD". This MOU will delineate the agreements, responsibilities, terms, and reimbursements for the OUSD to provide Education Specialist Mild Moderate/Moderate Severe coursework, training and credentialing support services to teachers within the LMSVSD.

PROGRAM RESPONSIBILITIES:

OUSD agrees to:

- A. Provide on-line coursework (see attached syllabi) that meet the California Commission on Teacher Credentialing (CCTC) guidelines for approved programs.
- B. Provide on-line assignments and grading rubrics to ensure that Program Candidates are able to successfully demonstrate competence and course completion requirements.
- C. Provide face-to-face training, and coursework calibration for LMSVSD Leadership/Instructors to ensure consistent implementation and fidelity to the OUSD Program across all LMSVSD participants. **Training will be limited to 10 LMSVSD Leadership/Instructors per year.**
- D. Provide observation demonstration site recommendations (if needed).
- E. Provide a structured forum for Education Specialist Mild Moderate/Moderate Severe Coursework Colloquium Exit Panel Presentations.
- F. Submit all grades to the LMSVSD Participants to be used as part of the Education Specialist Clear Credential recommendation process.
- G. Provide on-going collaboration, communication and OUSD Program evaluation and opportunities.

LMSV agrees to:

- A. Act as approved Program Sponsor in accordance with the La Mesa-Spring Valley Beginning Teacher Support and Assessment (BTSA) Induction/Education Specialist Clear Credential program and the California Commission on Teacher Credentialing.
- B. Provide high quality LMSVSD leaders and instructors (see LMSVSD Instructor Requirements) to monitor and grade program participants' assignments based on approved course grading rubrics and guidelines.

- C. Provide LMSVSD technical support systems for the delivery of the on-line coursework. Complete, execute and return for each participating teacher the Signed OUSD Electronic Agreement one week prior to the opening of each course.
- D. Collaborate with OUSD in the selection and assignment of observation demonstration sites.
- E. Participate and/or provide Education Specialist candidates with a structured Mild Moderate/Moderate Severe Coursework Colloquium Exit Panel Presentation forum.
- F. Maintain fidelity to the grading rubrics and guidelines for course completion.
- G. Maintain on-going communication, collaboration and OUSD Program evaluation.

LMSVSD INSTRUCTOR REQUIREMENTS

The LMSVSD Instructors must meet the following requirements:

- A. Demonstrate certificated experience working with students within the Mild Moderate/Moderate Severe instructional settings.
- B. Attend the OUSD Mild Moderate/Moderate Severe Instructors Training for program use and calibration at a time and date that is mutually agreeable by both parties.
- C. Grade all course assignments based on the rubrics established by the OUSD.
- D. Schedule site observations for LMSVSD Participants as appropriate to the assignments delineated within each course syllabus.
- E. Participate as a Mild Moderate/Moderate Severe Coursework Colloquium Exit Panel member and adhere to the OUSD rubric in grading candidate coursework presentations.

TERMS and TERMINATION

This agreement shall be effective from **December 1, 2011 until November 30, 2012** and is renewable annually, by mutual written agreement. The MOU may be amended by mutual consent of the parties and may be terminated by either OUSD Program or LMSVSD upon thirty (30) days advance written notification prior to the beginning of the semester.

PAYMENT

LMSVSD agrees to pay OUSD for unlimited usage of the 10 Mild Moderate/Moderate Severe on-line courses totaling \$2,500 per year. Payment shall be received within 30 days of Invoice.

COURSE INFORMATION

- Participants must complete, execute and return with payment the Signed OUSD Electronic Agreement one week prior to the opening of each course.

- LMSVSD will grade coursework on their “on-line system”.
- Participants may enroll in no more than 2 courses concurrently. Participants must complete a Multiple Course Request form one week prior to the start of each course to be concurrently enrolled in more than one course.
- LMSVSD will complete all the grading of course content assignments in accordance with the OUSD assignment rubrics.
- Final grades for all courses will be posted within 4 weeks following the close of each coursework window. It will be the responsibility of the course participants to communicate all passing grades with the LMSVSD in accordance with the LMSVSD Education Specialist Clear Credential Program requirements that have been approved by the Commission on Teacher Credentialing.

Course Title	Participants	Course Duration
Advanced Environmental, Behavioral and Emotional Supports (2 Units)	Mild Moderate/ Moderate Severe	4 weeks
Advanced Communication Skills (2 Units)	Moderate Severe	4 weeks
Assessment of Students (2 Units)	Mild Moderate/ Moderate Severe	4 weeks
Consultation and Collaboration (2 Units)	Mild Moderate	4 weeks
Curriculum and Instruction (2 Units)	Mild Moderate/ Moderate Severe	4 weeks
Data Based Decision Making (2 Units)	Mild Moderate/ Moderate Severe	4 weeks
Leadership (2 Units)	Moderate Severe	4 weeks
Transition and Transition Planning (2 Units)	Mild Moderate/ Moderate Severe	4 weeks

GOVERNING LAW/FORUM SELECTION

This contract is made, entered into and executed in Orange County, California, and the parties agree that any legal action, claim or proceedings arising out of or connected with this Contract shall be filed in the applicable court in Orange County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this MOU.

NO THIRD PARTY OBLIGATIONS

The execution and delivery of this MOU shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

RECORD RETENTION AND INSPECTION

All parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this MOU. All records shall be kept and maintained by OUSD Program and made available to LMSVSD for a period not less than five (5) years.

OTHER TERMS AND CONDITIONS

All products and materials developed by the Program are the exclusive property of the OUSD. LMSVSD employees, staff, participating teachers, shall not have the right to disseminate, market or otherwise use the products or materials without expressed written permission of the OUSD designee.

ORANGE UNIFIED SCHOOL DISTRICT

BY _____

Michael L. Christensen
Deputy Superintendent

Date _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT

BY _____

Claudia Bender
Assistant Superintendent, Human Resources

Date _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-6 Human Resources Recommendations
Appointment of Personnel Commissioner

Under provisions of Education Codes 45245 and 45246, the Personnel Commission consists of three Personnel Commissioners. The Board of Education shall appoint one member of the Personnel Commission and shall also appoint the second member, nominated by the exclusive representative of the classified employees of the District. The two members shall, in turn, appoint the third member. One Commissioner position expires each year, with a full term for each Commissioner being three years.

Mr. David Gillespie has held the Board-appointed Commission position since December 1, 1996. His current term will expire November 30, 2011. A nominee submitted by the Board of Education must fill this seat. Mr. Gillespie has graciously expressed his willingness to serve another term.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint David Gillespie to a new three-year term as Personnel Commissioner, effective December 1, 2011.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 6, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-7 Human Resources Recommendations
Resolution 11-12-11, Elimination and/or Reduction of Classified Positions

ROLL CALL VOTE

The attached Resolution 11-12-11 authorizes the elimination and/or reduction of three (3) classified positions.

In response to a severe budget deficit, the District defined a base “core program” in February 2011. The following eliminations are necessary to achieve cost savings and support the reorganization of two departments. The District has met with CSEA, informed them of the eliminations and negotiated the impacts and effects.

One (1) Computer Support Technician full-time position will be eliminated in the Information Systems Department. The incumbent retired effective October 1, 2011; therefore, the net result is no one will be laid off.

One (1) Skilled Maintenance Worker I full-time position will be eliminated in the Maintenance and Warehouse Department. The incumbent is retiring December 30, 2011; therefore, the net result is no one will be laid off.

One (1) Licensed Vocational Nurse 5.75 hours per day position will be eliminated at Casa de Oro Elementary School. The incumbent has bumping rights; therefore, the net result is one Licensed Vocational Nurse will be laid off and placed on the 39-month reemployment list.

The eliminations outlined above will result in the layoff of one (1) classified employee.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution to eliminate or reduce three (3) classified positions pursuant to the District Rules and Regulations and applicable provisions of the Education Code of the State of California.

La Mesa-Spring Valley School District

RESOLUTION 11-12-11

ELIMINATION AND/OR REDUCTION OF CLASSIFIED POSITIONS

On Motion of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, when a bona fide reduction or elimination of funds or services occurs within a school district, classified employees shall be subject to layoff for either lack of work or lack of funds, and

WHEREAS, the District has been deficit spending and unfortunately must take steps to close the gap between revenues and expenditures, and

WHEREAS, due to lack of funds and/or work the Board finds it is in the best interests of this school district that as of January 23, 2012, certain services now being provided by the District be reduced or discontinued by the following extent:

Computer Support Technician	1 at 8 hours/day – eliminate
Licensed Vocational Nurse	1 at 5.75 hour/day – eliminate
Skilled Maintenance Worker I	1 at 8 hours/day – eliminate

NOW, THEREFORE, BE IT RESOLVED as of the 23rd day of January 2012, three (3) classified positions of the La Mesa-Spring Valley School District be eliminated or reduced to the extent set forth above.

BE IT FURTHER RESOLVED the Board authorizes the Superintendent to give notice to the affected classified employees that his/her position will be reduced or eliminated as of January 23, 2012, pursuant to District Rules and Regulations and applicable provisions of the Education Code of the State of California, such notice to be given forty-five (45) days prior to the effective date of the layoff as set forth above.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 6th day of December, 2011, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary of the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a Regular meeting held on the 6th of December 2011.

Brian Marshall, Secretary to the Governing Board

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: November 1, 2011**

The meeting was called to order at 7:04 p.m. at the Education Service Center by the President, Mr. Winet.

The President led the Pledge of Allegiance to the Flag.

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

Board members absent: None

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

It was moved by Halgren, seconded by Duff, and carried unanimously to approve the minutes of the regular meeting of July 19, 2011, as corrected and the regular minutes of October 4, 2011, as presented.

COMMUNICATIONS

A ROSE (Recognition of Outstanding Service to Education) Award, sponsored by the LMSV Educational Foundation, was presented to Robin Schweitzer, Playground Attendant, Murdock Elementary School, by Nitaleen Morin, School Office Manager, Murdock Elementary, on behalf of the principal and staff.

Tricia Link, Vice President, External Affairs; and Ken Clark, Board Member, Mission Federal Credit Union and former Assistant Superintendent, Business Services, presented the LMSV Educational Foundation with a Community Foundation Grant which has funded the Biz Town program in Extended School Services, as well as a Mission to Innovate minigrant program.

Single Plans for Student Achievement

Local Educational Agency (LEA) Plan

Memo from Claudia Bender, Assistant Superintendent, Human Resources, regarding an Amendment to the Tentative Agreements for Health and Welfare Benefits

Memo from David Yoshihara, Assistant Superintendent, Business Services, regarding ratification and approval of Travel (Board Item Number B-1b)

Memo from David Yoshihara, Assistant Superintendent, Business Services, regarding extension of use of vacant lot at La Mesa Middle School by T.C. Construction Company, Inc.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

MINUTES

July 19, 2011 as corrected
October 4, 2011 as presented

COMMUNICATIONS

ROSE Award –
Robin Schweitzer

Community Foundation Grant
from Mission Federal
Credit Union

Single Plans

LEA Plan

C. Bender, Asst. Supt., HR
Amendment to TA for Health &
Welfare Benefits

D. Yoshihara, Asst. Supt., Bus.
Ratification of Travel

D. Yoshihara, Asst. Supt., Bus.
Extension of use of vacant lot at
LMMS

Memo from the Superintendent regarding a correction to the minutes of July 19, 2011

B. Marshall, Superintendent
Correction to 7/19/11 minutes

Letter from Mrs. Kenneth Reyes, Parent, Rancho Elementary School, commending Micheal Brus, Teacher

K. Reyes, parent, RAN
Commendation – M. Brus

Letter from Brittanie Houriet, ESS Attendant, commending Rene Gentry, ESS Leader, Maryland Avenue Elementary

B. Houriet, ESS Attendant
Commendation – R. Gentry

Letter from Estell Thompson-Kirby, Parent, Parkway Middle School, regarding an injury to her son

E. Thompson-Kirby, parent
Injury to son

A copy of School Services of California *Fiscal Report* regarding a 2012-13 State Budget update

SSC Fiscal Report
2012-12 state budget update

Letter from the California School Library Association commending Janice Gilmore-See, District Librarian, for serving on the Board of the California School Library Association – Southern Region

CA School Library Assn.
Commendation –
J. Gilmore See

Letter from the American Society of Landscape Architects notifying the District as recipients of the 2012 San Diego American Society of Landscape Architects \$5,000 Community Grant for the Highwood Park Outdoor Environmental Education Laboratory

Amer. Society of
Landscape Architects
2012 ASLA Community Grant
for Highwood Park Ed. Lab

PowerPoint for Grounds, Custodial, and Warehouse Update

PowerPoint for Grounds,
Custodial & Warehouse Update

Memo from the Superintendent regarding a Travel/Conference Ratification

B. Marshall, Superintendent
Travel/Conference Ratification

Letter from the California Dept. of Education regarding the Coordinated Review Report on our National Lunch Program

CA Dept. of Education
Coor. Review Report

Draft Schedule of Meetings for 2012

Draft 2012 Sch. of Meetings

PowerPoint for the Program Improvement Update

PowerPoint for PI Update

AGENDA

AGENDA

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

Approved as presented

HEARING SESSION

HEARING

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

General education matters

HEARING SESSION (cont.)

The President announced a hearing for anyone who wished to address the Board regarding the Tentative Agreement between the La Mesa-Spring Valley Teachers Association and the Board of Education.

Pam Burns, Vice President, Teachers Association, announced that the Tentative Agreement regarding health and welfare benefits was passed by both the Teachers Association and the California School Employees Association (CSEA) Chapter 419. Additionally, it was noted that both certificated and classified employees proposed the use of \$100,000 of the 2012 savings from the new medical provider to provide additional classified jobs.

NEW BUSINESS

It was moved by Duff, seconded by Halgren, and carried unanimously to approve the Tentative Agreement between the La Mesa-Spring Valley Teachers Association and the Board of Education.

HEARING SESSION (cont.)

The President announced a hearing for anyone who wished to address the Board regarding the Tentative Agreement between the California School Employees Association (CSEA) Chapter 419, and the Board of Education. There being no one wishing to address the Board, the session was closed.

NEW BUSINESS (cont.)

It was moved by Baber, seconded by Halgren, and carried unanimously to approve the Tentative Agreement between the California School Employees Association (CSEA) Chapter 419 and the Board of Education

REPORTS OF OFFICERS OF THE BOARD

In March 2011 the State Board of Education took action to assign Corrective Action to Year 3 Program Improvement districts. One of the requirements of Corrective Action is to contract with a state-approved District Assistance and Intervention Team (DAIT) provider to give the District “guidance, support and technical assistance.” Previously, the Board approved an agreement with the San Diego County Office of Education (SDCOE) to serve as the District’s DAIT provider. Debbie Beldock, Senior Director, Learning Resources and Educational Technology; and Jean Madden-Cezares, Director, District Assistance & Improvement, SDCOE, presented a report on the quarterly status of the required components of Corrective Action assigned by the SBE and responded to clarifying questions.

As part of the Board’s direction to establish a core program of services for the 2011-12 fiscal year, the District made substantial reductions to the grounds and custodial staff. Warehouse staff was also realigned to achieve greater savings to the District’s general fund. The District currently sees the need to slightly increase the level of services in these

HEARING

Tentative Agreement between
Teachers Assn. and Board

NEW BUSINESS

**Tentative Agreement between
Teachers Assn. and Board**
Approved

HEARING

Tentative Agreement between
CSEA and Board

NEW BUSINESS

**Tentative Agreement between
CSEA and Board**
Approved

REPORTS

PI Corrective Action
Quarterly Report

Grounds, Custodial and
Warehouse Update

areas. As part of a Tentative Agreement with the California School Employees Association, the District would need to restore at least \$100,000 worth of classified positions. The District recommended 1) adding 12 hours per day to the custodial; program; 2) adding two FTE positions to grounds under classification of Gardeners; and 3) adding an hour per day to the warehouse drivers. David Yoshihara, Assistant Superintendent, Business Services, presented a grounds, custodial and warehouse update and responded to clarifying questions.

NEW BUSINESS (cont.)

It was moved by Duff, seconded by Halgren, and carried unanimously to schedule the Board's Organizational meeting on December 6, 2011.

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

Purchase Orders F31118 through F31463 totaling \$916,209.48

Warrants September 22, 2011 through October 17, 2011 totaling \$1,332,192.48

Expenditures in the amount of \$212.92

Ratify and approve travel, as attached.

Acceptance of SB 564 Financial Disclosure

Approval of Change Order for outdoor walk-in freezer for Child Nutrition Department, Bid #FB5-10/11

Rejection of Claim – Vehicle damage (District employee)

Rejection of Claim – Vehicle damage (community member)

Rejection of Claim – Student at Parkway Middle School

It was moved by Turner, seconded by Halgren, and carried unanimously to accept the following gift with thanks: \$541.61 from Target Stores to Fletcher Hills Elementary School to be used for instructional supplies.

It was moved by Duff, seconded by Halgren, and carried unanimously to approve 2011-12 Single Plans for Student Achievement.

It was moved by Halgren, seconded by Baber, and carried unanimously to authorize staff to enter into Special Education Master Contract with Aseltine School.

It was moved by Turner, seconded by Halgren, and carried unanimously to authorize staff to enter into Special Education Master Contract with Stein Education Center.

NEW BUSINESS

**Board Organizational mtg.
Scheduled for 12/6/11**

**Consent Calendar
Approved**

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Travel

SB 564 Financial Disclosure

Change Order for outdoor walk-
in freezer

Claim – Vehicle damage

Claim – Vehicle damage

Claim – Vehicle damage

**Gift – FLH
Accepted with thanks**

**2011-12 Single Plans
Approved**

**Special Education Master
Contract – Aseltine School
Authorized**

**Special Education Master
Contract – Stein Ed. Center
Authorized**

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

**Special Education Master
Contract – S.D. Center
for Children**
Authorized

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

MOU with ASES Program
Authorized

It was moved by Halgren, seconded by Turner, and carried unanimously to authorize staff to enter into a Reimbursement Agreement with San Diego Superintendent of Schools to Fund Excess Costs for Educationally Related Mental Health Services.

**Reimbursement Agrmt. with
SDCOE for educationally
related mental health services**
Authorized

It was moved by Turner, seconded by Halgren, and carried unanimously to authorize staff to enter into a Memorandum of Understanding with California School Climate Health and Learning Survey (Cal-SCHLS) Regional Technical Center for California Healthy Kids Survey

**MOU for California Healthy
Kids Survey**
Authorized

It was moved by Halgren, seconded by Turner, and carried unanimously to approve the Local Educational Agency Plan.

LEA Plan
Approved

It was moved by Turner, seconded by Halgren, and carried unanimously to authorize staff to reimburse a parent in the amount of \$3490.68 for Non-Public School Fees.

Parent reimbursement
Authorized

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Halgren, seconded by Turner, and carried unanimously to adopt Resolution 11-12-10, Approval to Participate with the California Schools Voluntary Employees Benefits Association (VEBA).

**Res. 10, Approval to
Participate with VEBA for
health benefits**
Adopted

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

**Human Resources
Recommendations**
Approved as amended

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Dr. Turner announced she and the Superintendent attended the Red Ribbon Week assembly at Maryland Avenue Elementary. A representative of Congressman Duncan Hunter presented the District with a Congressional recognition of the District's support and education of drug awareness and prevention.

Mr. Baber announced he attended the Carnival at Lemon Avenue Elementary, which was a huge success.

Mr. Duff announced he and Dr. Turner attending CSBA's Masters in Governance training on *Policy and Judicial Review*. CSBA reviewed various policies, including Board Bylaw 9320, *Meetings & Notices* regarding Board Communication. Mr. Duff had considered replacing the current District policy with another CSBA sample on communication, but stated he now feels our current policy is sufficient.

Mr. Duff additionally announced the Intergenerational Games held at La Mesa Middle School was well attended and Supervisor Dianne Jacob gave the opening address.

At 9:00 p.m. the President announced a recess.

CLOSED SESSION

At 9:15 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; Conference with Legal Counsel – Anticipated Litigation (1 case); and Conference with Legal Counsel – Existing Litigation (Matovu v. LMSVSD and Duffett v. LMSVSD). The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 9:49 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 December 6, 2011.

Bob Duff, Clerk of the Board of Education