

La Mesa-Spring Valley Schools

Board of Education

December 6, 2016

Our Purpose

To Inspire Learning and Respect

Our Vision

**La Mesa-Spring Valley School District is a
Community of life-long learners who engage in
Continuous improvement and contribute positively to
A global society, within a safe learning environment**

**4750 Date Avenue
La Mesa, California 91942-9293
Phone: 619-668-5700
Fax: 619-668-4619**

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOLS
REGULAR SESSION: December 6, 2016 - 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 2017 | Action |

MINUTES OF PREVIOUS MEETING

Action

COMMUNICATIONS

- | | | |
|----|--|--|
| 1. | Recognition: Former Board Member Steve Babbitt | |
|----|--|--|

APPROVAL OF AGENDA

Action

HEARING

- | | | |
|----|--|--|
| 1. | Public Hearing – General Matters Regarding Education | |
|----|--|--|

REPORT OF OFFICERS OF THE BOARD

- | | | |
|----|--|-------------|
| 1. | 2016-17 First Interim Financial Report and Budget Update | Information |
|----|--|-------------|

NEW BUSINESS

BUSINESS SERVICES

- | | | |
|----|--|--------|
| 1. | Approval of 2016-17 First Interim Financial Report and Incorporated Budget Revisions | Action |
|----|--|--------|

NEW BUSINESS (cont.)

SUPERINTENDENT

- | | | |
|----|---|--------|
| 1. | Approval of Board of Education Schedule of Meetings – January 2017 Through December 2017 | Action |
| 2. | Nomination for Representatives to the California School Boards Association Delegate Assembly, Region 17 | Action |
| 3. | Adoption of Board Policy Updates | Action |

BUSINESS SERVICES (cont.)

- | | | |
|----|-------------------|--------|
| 2. | Consent Calendar* | Action |
|----|-------------------|--------|

- a. Ratification of Purchase Orders, Warrants and Revolving Cash Fund Reimbursements
 - b. Approval of Travel
 - c. Acceptance of Work for Completion of Outdoor Electronic LED Marquee at Spring Valley Academy, RFP #4-15/16
 - d. Acceptance of Work for Completion of the Reconstruction of Two Damaged Portable Classrooms at Parkway Middle School, Bid #FB 16/17-003
 - e. Award of Bid for Districtwide Fencing Projects, Bid #FB 16/17-005
 - f. Approval of Sale of Surplus Items
- 3. Adoption of Annual Developer Fee Report for Fiscal Year 2015-16 Action
 - 4. Adoption of Five-Year Developer Fee Report for Fiscal Year 2015-16 Action
 - 5. Authorization to Enter into an Agreement with Christy White Associates to Provide Audit Services for the 2016-17 and 2017-18 Fiscal Years Action

LEARNING SUPPORT

- 1. Acceptance of Gifts – Murdock Elementary Action
- 2. Authorization to Approve Memorandum of Agreement with the After School Education and Safety Program (ASES) Action
- 3. Authorization to Conduct Student Overnight Excursions Sponsored by the San Diego Maritime Museum Action
- 4. Authorization to Enter into Special Education Master Contracts for the 2016-17 School Year Action

HUMAN RESOURCES RECOMMENDATIONS

- 1. Standard Human Resources Recommendations Action
- 2. Authorization to Enter into a Memorandum of Understanding with University of West Florida Action

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)
2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)
3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)
4. Conference with Legal Counsel – Existing Litigation (LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School (GC 54956.9)
5. Discussion Regarding Public Employee Appointment (Director, Maintenance and Operations)

NEW BUSINESS (cont.)

HUMAN RESOURCES RECOMMENDATIONS (cont.)

3. Appointment of Director, Maintenance and Operations

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 Dori Guzman, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail: dori.guzman@lmsvsd.net.

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

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

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 Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: R-1 Reports of Officers of the Board
2016-17 First Interim Financial Report and Budget Update

School districts are required to prepare interim reports twice each fiscal year to update the District's budget projections through the balance of the school year. The First Interim Report, due in early December, covers the period through October 31. The Second Interim Report, due in mid-March, covers the period through January 31. With each interim report, the Board states whether the District's fiscal condition is projected to be positive, qualified, or negative (will, may not, or will not be solvent over the next three years), which is then submitted to, and officially certified by, the County Superintendent.

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.

The First Interim certification is positive, as we are projecting the District will be able to meet its financial obligations for the current year, next year, and the subsequent 2018-19 fiscal year.

David Feliciano, Assistant Superintendent, Business Services, will present an overview of the First Interim Report and respond to clarifying questions.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-1 New Business
Approval of 2016-17 First Interim Financial Report and Incorporated Budget Revisions

Action Item

School districts are required to prepare interim reports twice each fiscal year to update the District's budget projections through the balance of the school year. The First Interim Report, due in early December, covers the period through October 31. The Second Interim Report, due in mid-March, covers the period through January 31. With each interim report, the Board states whether the District's fiscal condition is projected to be positive, qualified, or negative (will, may not, or will not be solvent over the next three years), which is then submitted to, and officially certified by, the County Superintendent.

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.

The First Interim certification is positive, as we are projecting the District will be able to meet its financial obligations for the current year, next year, and the subsequent 2018-19 fiscal year.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the First Interim Financial Report and authorize administration to submit a positive certification to the San Diego County Office of Education.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-1 New Business**
 Approval of Board of Education Schedule of Meetings
 January 2017 Through December 2017

Attached is a proposed schedule of meetings for the Board of Education for January 2017 through December 2017. 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 Schools
Warren T. Hogarth Education Center
4750 Date Avenue, La Mesa, CA
619-668-5700**

**Board of Education
Schedule of Meeting Dates
January 2017 Through December 2017 – 7:00 P.M.**

January 24

July 18

February 7
February 21

August 1
August 15

March 7
March 21

September 5
September 19

April 4

October 3

May 2
May 16

November 7

June 6
June 20

December 12

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-2 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 7, 2017. 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.



Delegate Assembly Nomination Form

DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

CSBA Region/subregion # _____

The Board of Education of the _____ wishes to
(Nominating District)

nominate _____. The nominee is a member of the
(Nominee)

_____, which is a member of the California
(Nominee's District)
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 Saturday, January 7, 2017.

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: The nomination and candidate biographical sketch forms may be emailed to nominations@csba.org, faxed to (916) 371-3407 or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Saturday, January 7, 2017**. ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.*** If you have any questions, please contact the Executive Office at (800) 266-3382 or Charlyn Tuter at ctuter@csba.org. Thank you.

2017 Delegate Assembly Candidate Biographical Sketch Form

DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page 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 one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

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

Signature: _____

Date: _____

2016 CSBA DELEGATE ASSEMBLY ROSTER

DELEGATES (Year = term expiration; ♦ = appointed by district)

(As of October 19, 2016)

REGION 1 – 4 Delegates (4 elected)

Director: Jennifer Owen (Fort Bragg USD)

Subregion 1-A (Del Norte, Humboldt)

Annelia Hillman (Klamath-Trinity Joint USD), 2017

Lisa Ollivier (Eureka City SD), 2018

Subregion 1-B (Lake, Mendocino)

Taja Odom (Kelseyville USD), 2018

County: Frances Costello (Del Norte Cnty. & USD), 2017

REGION 2 – 4 Delegates (4 elected)

Director: Sherry Crawford (Siskiyou COE)

Subregion 2-A (Modoc, Siskiyou, Trinity)

Gregg Gunkel (Siskiyou Union HSD), 2017

Subregion 2-B (Shasta)

James (Jim) Schwerdt (Shasta Union HSD), 2017

Subregion 2-C (Lassen, Plumas)

Dwight Pierson (Plumas County & USD), 2018

County: Brenda Duchi (Siskiyou COE), 2018

REGION 3 – 8 Delegates (8 elected)

Director: A.C. (Tony) Ubalde (Vallejo City USD)

Subregion 3-A (Sonoma)

Dianna MacDonald (Cloverdale USD), 2017

Cassandra Maitlen-Jones (Bennett Valley Un. SD), 2018

Subregion 3-B (Napa)

Indira Lopez (Calistoga Joint USD), 2017

Subregion 3-C (Solano)

Michele (Shelley) Dally (Vacaville USD), 2018

David Isom (Fairfield-Suisun USD), 2017

Vacant, 2017

Subregion 3-D (Marin)

Barbara (Barb) Owens (Tamalpais Union HSD), 2018

County: Herman Hernandez (Sonoma COE), 2017

REGION 4 – 8 Delegates (8 elected)

Director: Paige K. Stauss (Roseville Joint Union HSD)

Subregion 4-A (Glenn, Tehama)

Rod Thompson (Red Bluff Jt. Union HSD), 2018

Subregion 4-B (Butte)

Judith Peters (Paradise USD), 2017

Subregion 4-C (Colusa, Sutter, Yuba)

Jim Flurry (Marysville Joint USD), 2018

Sharman Kobayashi (Yuba City USD), 2017

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), 2017

Trish Gerving (Nevada City SD), 2017

Renee Nash (Eureka Union SD), 2018

County: Suzanne Jones (Placer COE), 2018

REGION 5 – 10 Delegates (7 elected/3 appointed ♦)

Director: Jill Wynns (San Francisco County & USD)

Subregion 5-A (San Francisco)

Emily Murase (San Francisco County & USD)♦, 2017

Rachel Norton (San Francisco County & USD)♦, 2017

Shamann Walton (San Francisco County & USD)♦, 2018

Subregion 5-B (San Mateo)

Davina Drabkin (Burlingame ESD), 2017

Carrie Du Bois (Sequoia Union HSD), 2017

Marc Friedman (San Mateo Union HSD), 2018

Alisa MacAvoy (Redwood City ESD), 2018

Kevin Martinez (San Bruno Park ESD), 2017

Kalimah Salahuddin (Jefferson Union HSD), 2018

County: Beverly Gerard (San Mateo COE), 2017

REGION 6 – 19 Delegates (12 elected/7 appointed ♦)

Director: Darrel Woo (Sacramento City USD)

Subregion 6-A (Yolo)

Susan Lovenburg (Davis Joint USD), 2018

Subregion 6-B (Sacramento)

Michael A. Baker (Twin Rivers USD)♦, 2017

Ellen Cochrane (Sacramento City USD)♦, 2018

Pam Costa (San Juan USD)♦, 2017

Craig DeLuz (Robla ESD), 2018

John Gordon (Galt Joint Union ESD), 2017

Jay Hansen (Sacramento City USD)♦, 2017

James Hendricks (Arcohe Union ESD), 2018

Susan Heredia (Natomas USD), 2017

Lisa Kaplan (Natomas USD), 2017

Lucinda Luttgen (San Juan USD)♦, 2018

Crystal Martinez-Alire (Elk Grove USD)♦, 2017

Michael McKibbin (San Juan USD), 2017

Edward Short (Folsom-Cordova USD), 2017

Bobbie Singh-Allen (Elk Grove USD)♦, 2018

Vacant, 2018

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

Misty DiVittorio (Placerville Union ESD), 2018

Suzanna George (Rescue Union ESD), 2017

County: Greg Geeting (Sacramento COE), 2018

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 7 – 20 Delegates (15 elected/5 appointed) ♦

Director: Anne White (Livermore Valley USD)

Subregion 7-A (Contra Costa)

Elizabeth Block (West Contra Costa USD) ♦, 2018
Laura Canciamilla (Pittsburg USD), 2018
Christine Deane (Contra Costa COE), 2017
Madeline Kronenberg (West Contra Costa USD), 2017
Linda K. Mayo (Mt. Diablo USD) ♦, 2017
Kathi McLaughlin (Martinez USD), 2018
Yolanda C. Pena Mendrek (Liberty Union HSD), 2017
Raymond Valverde (Liberty Union HSD), 2018

Subregion 7-B (Alameda)

Valerie Arkin (Pleasanton USD), 2018
Desrie Campbell (Fremont USD), 2018
Ann Crosbie (Fremont USD) ♦, 2017
Jamie Hintzke (Pleasanton USD), 2018
Philip Hu (Alameda USD), 2017
Beatriz Leyva-Cutler (Berkeley USD), 2017
Jody London (Oakland USD) ♦, 2017
William McGee (Hayward USD), 2017
Amy Miller (Dublin USD), 2018
Diana J. Prola (San Leandro USD), 2017
Rosie Torres (Oakland USD) ♦, 2018
County: Aisha Knowles (Alameda COE), 2017

REGION 8 – 14 Delegates (12 elected/2 appointed) ♦

Director: Matthew Balzarini (Lammersville Joint USD)

Subregion 8-A (San Joaquin)

Gloria J. Allen (Stockton USD) ♦, 2018
Sam Fant (Manteca USD), 2018
Kathleen Garcia (Stockton USD) ♦, 2017
Ron Heberle (Lodi USD), 2017
Kathy Howe (Manteca USD), 2018
George Neely (Lodi USD), 2017
Jenny Van De Pol (Lincoln USD), 2018

Subregion 8-B (Amador, Calaveras, Tuolumne)

Zerrall McDaniel (Calaveras USD), 2017

Subregion 8-C (Stanislaus)

Faye Lane (Ceres USD), 2018
Cynthia Lindsey (Sylvan Union ESD), 2017
Vacant, 2017

Subregion 8-D (Merced)

Adam Cox (Merced City ESD), 2017
Greg Opinski (Merced Union HSD), 2018
County: Vacant, 2018

REGION 9 – 8 Delegates (8 elected)

Director: Tami Gunther (Atascadero USD)

Subregion 9-A (San Benito, Santa Cruz)

Phil Rodriguez (Soquel Union ESD), 2018
Deborah Tracy-Proulx (Santa Cruz City Schools), 2018
George Wylie (San Lorenzo Valley USD), 2017

Subregion 9-B (Monterey)

Lila Cann (Salinas Union HSD), 2017
Rita Patel (Carmel USD), 2018

Subregion 9-C (San Luis Obispo)

Mark Buchman (San Luis Coastal USD), 2018
Vicki Meagher (Lucia Mar USD), 2017
County: Sergio Alejo (Monterey COE), 2017

REGION 10 – 15 Delegates (11 elected/4 appointed) ♦

Director: Susan Markarian (Pacific Union ESD)

Subregion 10-A (Madera, Mariposa)

Barbara Bigelow (Chawanakee USD), 2017

Subregion 10-B (Fresno)

Daniel Babshoff (Kerman USD), 2017
Cynthia (Cyndi) Berube (Central USD), 2018
Darrell Carter (Washington USD), 2018
Gilbert F. Coelho (Firebaugh-Las Deltas USD), 2018
Valerie F. Davis (Fresno USD) ♦, 2017
Brian D. Heryford (Clovis USD) ♦, 2017
James Karle (Sanger USD), 2017
Marcia (Marcy) Masumoto (Sanger USD), 2017
Carol Mills (Fresno USD) ♦, 2018
Betsy J. Sandoval (Clovis USD) ♦, 2018
Norman Saude (Sierra USD), 2018
Kathy Spate (Caruthers USD), 2017

Subregion 10-C (Kings)

Karen Frey (Corcoran Joint USD), 2018
County: Barbara Thomas (Fresno COE), 2018

REGION 11 – 9 Delegates (9 elected)

Director: Suzanne Kitchens (Pleasant Valley SD)

Subregion 11-A (Santa Barbara)

Jack C. Garvin (Santa Maria Joint Union HSD), 2018
S. Monique Limon (Santa Barbara USD), 2017

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

John Andersen (Conejo Valley USD), 2018
Greg Barker (Moorpark USD), 2018
Rob Collins (Simi Valley USD), 2018
Vianey Lopez (Hueneme ESD), 2018
Christina Urias (Santa Paul USD), 2017
John Walker (Ventura USD), 2017

County: Mark Lisagor (Ventura COE), 2017

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 12 – 13 Delegates (11 elected/2 appointed) ♦

Director: Bill Farris (Sierra Sands USD)

Subregion 12-A (Tulare)

Peter Lara, Jr. (Porterville USD), 2018
Cathy Mederos (Tulare Joint Union HSD), 2017
Dean Sutton (Exeter USD), 2017
Lucia Vazquez (Visalia USD), 2018

Subregion 12-B (Kern)

Pam Baugher (Bakersfield City SD), 2017
Jeff Flores (Kern Union HSD) ♦, 2017
Tim Johnson (Sierra Sands USD), 2017
Phillip Peters (Kern Union HSD) ♦, 2018
Elizabeth Naty Santana-Garibaldo (Lamont ESD), 2017
Scott Starkey (Southern Kern USD), 2018
Wesley Thomas (Kernville Union ESD), 2018
Vacant, 2017

County: Donald P. Cowan (Kern COE), 2018

REGION 15 – 27 Delegates (18 elected/9 appointed) ♦

Director: Meg Cutuli (Los Alamitos USD)

County: Orange

Ginny Aitkens (Saddleback Valley USD) ♦, 2017
Valerie Amezcua (Santa Ana USD) ♦, 2018
Dana Black (Newport-Mesa USD), 2018
Lauren Brooks (Irvine USD), 2018
Bonnie Castrey (Huntington Beach Union HSD), 2017
Gina Clayton-Tarvin (Ocean View SD), 2017
Jeff Cole (Anaheim ESD), 2017
Ian Collins (Fountain Valley ESD), 2017
Debbie Cotton (Ocean View SD), 2017
Lynn Davis (Tustin USD), 2018
Judy Franco (Newport-Mesa USD), 2018
Karin Freeman (Placentia-Yorba Linda USD), 2017
Bob Harden (Garden Grove USD) ♦, 2017
Gila Jones (Capistrano USD) ♦, 2018
Candice (Candi) Kern (Cypress ESD), 2018
Martha McNicholas (Capistrano USD) ♦, 2018
Lan Q. Nguyen (Garden Grove USD) ♦, 2018
Annemarie Randle-Trejo (Anaheim Union HSD) ♦, 2018
Rob Richardson (Santa Ana USD) ♦, 2017
Rosemary Saylor (Huntington Beach City ESD), 2018
Francine Scinto (Tustin USD), 2018
Michael Simons (Huntington Beach Union HSD), 2018
Robert A. Singer (Fullerton Joint Union HSD), 2017
Suzie R. Swartz (Saddleback Valley USD), 2017
Sharon Wallin (Irvine USD) ♦, 2018
Dolores Winchell (Saddleback Valley ESD), 2017
County: John W. Bedell (Orange COE), 2017

REGION 16 – 20 Delegate (15 elected/5 appointed) ♦

Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), 2017

Subregion 16-B (San Bernardino)

Jesse Armendarez (Fontana USD) ♦, 2018
Christina Cameron-Otero (Needles USD), 2017
Niccole Childs (Hesperia USD), 2018
Lorena Corona (Fontana USD) ♦, 2017
Tom Courtney (Lucerne Valley USD), 2017
Barbara J. Dew (Victor Valley Union HSD), 2018
Barbara Flores (San Bernardino City USD) ♦, 2018
Cathline Fort (Etiwanda ESD), 2018
Margaret Hill (San Bernardino City USD) ♦, 2017
Sylvia Orozco (Chino Valley USD) ♦, 2017
Caryn Payzant (Alta Loma ESD), 2018
Barbara Schneider (Helendale SD), 2018
Jane D. Smith (Yucaipa-Calimesa Joint USD), 2018
Wilson So (Apple Valley USD), 2017
Eric Swanson (Hesperia USD), 2017
Kathy A. Thompson (Central ESD), 2017
Charles Uhalley (Chaffey Joint Union HSD), 2017
Donna West (Redlands USD), 2018
County: Mark A. Sumpter (San Bernardino COE), 2018

REGION 17 – 24 Delegates (18 elected/6 appointed) ♦

Director: Carol Skiljan (Encinitas Union ESD)

County: San Diego

Elvia Aguilar (South Bay Union SD), 2018
Barbara Avalos (National SD), 2018
Kevin Beiser (San Diego USD) ♦, 2017
Brian Clapper (National SD), 2018
Katie Dexter (Lemon Grove SD), 2018
Twila Godley (Lakeside Union SD), 2017
Adrienne Hakes (Oceanside USD), 2018
Beth Hergesheimer (San Dieguito Union HSD), 2017
Elizabeth Jaka (Vista USD), 2018
Claudine Jones (Carlsbad USD), 2018
Michael McQuary (San Diego USD) ♦, 2018
Janet W. Mulder (Jamul-Dulzura Union ESD), 2017
Tamara Otero (Cajon Valley Union SD), 2017
Dawn Perfect (Ramona USD), 2017
Eduardo Reyes (Chula Vista ESD), 2018
Barbara Ryan (Santee SD), 2017
Debra Schade (Solana Beach ESD), 2018
Priscilla Schreiber (Grossmont Union HSD), 2017
Nicholas Segura (Sweetwater Union HSD) ♦, 2018
Charles Sellers (Poway USD) ♦, 2017
Arturo Solis (Sweetwater Union HSD) ♦, 2017
Marla Strich (Encinitas Union ESD), 2018
Sharon Whitehurst-Payne (San Diego USD) ♦, 2017
County: Mark C. Anderson (San Diego COE), 2017

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 18 – 21 Delegates (16 elected/5 appointed) ♦

Director: Jerry Bowman (Meniffee Union ESD)

Subregion 18-A (Riverside)

Bruce N. Dennis (Riverside COE), 2017
Kenneth Dickson (Murrieta Valley USD), 2017
Tom Elliott (Perris ESD), 2018
Tom Hunt (Riverside USD) ♦, 2017
Ben Johnson, II (Alvord USD), 2018
Cleveland Johnson (Moreno Valley USD) ♦, 2017
Wendy Jonathan (Desert Sands USD), 2018
Marla Kirkland (Val Verde USD), 2018
Susan Lara (Beaumont USD), 2018
Patricia Lock-Dawson (Riverside USD) ♦, 2018
Memo Mendez (Jurupa USD), 2017
Bill Newberry (Corona-Norco USD) ♦, 2017
John I. Norman (San Jacinto USD), 2017
David Allen Pulsipher (Temecula Valley USD), 2017
Cathy L. Sciortino (Corona-Norco USD) ♦, 2018
Susan Scott (Lake Elsinore USD), 2018
Sandra Tusan (Romoland ESD), 2017

Subregion 18-B (Imperial)

Ralph Fernandez (Brawley Union HSD), 2017
Diahna Garcia-Ruiz (Heber ESD), 2017
Gloria Santillan (Brawley ESD), 2018
County: Susan Manger (Imperial COE), 2018

REGION 20 – 12 Delegates (11 elected/1 appointed) ♦

Director: Albert Gonzalez (Santa Clara USD)

County: Santa Clara

Robert Benevento (Morgan Hill USD), 2018
Frank Biehl (East Side Union HSD), 2018
Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2018
Danielle Cohen (Campbell Union SD), 2017
Pamela Foley (San Jose USD) ♦, 2017
Anjali Kausar (Cupertino Union SD), 2017
Bonnie Mace (Evergreen ESD), 2017
Joe Mitchner (Mountain View-Los Altos Un. HSD), 2018
Reid Myers (Sunnyvale SD), 2017
Andres Quintero (Alum Rock Union ESD), 2017
George Sanchez (Franklin-McKinley ESD), 2017
County: Rosemary Kamei (Santa Clara COE), 2018

REGION 21 – 7 Delegates (7 appointed) ♦

Director: George McKenna (Los Angeles USD)

County: Los Angeles

Monica Garcia (Los Angeles USD) ♦, 2017
Monica Ratliff (Los Angeles USD) ♦, 2017
Ref Rodriguez (Los Angeles USD) ♦, 2020
Scott Schmerelson (Los Angeles USD) ♦, 2020
Richard Vladovic (Los Angeles USD) ♦, 2020
Steven Zimmer (Los Angeles USD) ♦, 2017
County: Douglas Boyd (Los Angeles COE) ♦, 2018

REGION 22 – 6 Delegates (6 elected)

Director: Victor Torres (Castaic Union SD)

Los Angeles County: North Los Angeles

John K. Curiel (Westside Union ESD), 2017
Steven DeMarzio (Westside Union ESD), 2018
R. Michael Dutton (Keppel Union ESD), 2017
Keith Giles (Lancaster ESD), 2018
Nancy Smith (Palmdale ESD), 2018
Steven M. Sturgeon (William S. Hart Union HSD), 2017

REGION 23 – 16 Delegates (13 elected/3 Appointed) ♦

Director: Xilonin Cruz-Gonzalez (Azusa USD)

Los Angeles County: San Gabriel Valley & East Los Angeles Subregion 23-A

Adele Andrade-Stadler (Alhambra USD), 2017
Kenneth Bell (Duarte USD), 2017
Bob Bruesch (Garvey ESD), 2018
Gregory Krikorian (Glendale USD), 2018
Gary Scott (San Gabriel USD), 2018

Subregion 23-B

Benjamin Cardenas (Montebello USD) ♦, 2017
Anthony Duarte (Hacienda La Puente USD), 2018
Helen Hall (Walnut Valley USD), 2017
Gino (J.D.) Kwok (Hacienda La Puente USD) ♦, 2018
Vacant, 2017

Subregion 23-C

Steven Llanusa (Claremont USD), 2018
Christina Lucero (Baldwin Park USD), 2017
Eileen Miranda Jimenez (West Covina USD), 2017
Roberta Perlman (Pomona USD) ♦, 2017
Camie Poulos (West Covina USD), 2018
Paul Solano (Bassett USD), 2018

REGION 24 – 16 Delegates (14 elected/2 Appointed) ♦

Director: Donald E. LaPlante (Downey USD)

Los Angeles County: Southwest Crescent

Darryl Adams (Norwalk-La Mirada USD), 2017
Micah Ali (Compton USD), 2017
Leighton Anderson (Whittier Union HSD), 2018
Jan Baird (South Whittier ESD), 2017
Paul Gardiner (East Whittier City ESD), 2018
Margie Garrett (Compton USD), 2018
Vivian Hansen (Paramount USD), 2017
Megan Kerr (Long Beach USD) ♦, 2017
Eugene Krank (Hawthorne SD), 2018
Jose Lara (El Rancho USD), 2017
Sylvia V. Macias (South Whittier ESD), 2018
John McGinnis (Long Beach USD) ♦, 2018
Karen Morrison (Norwalk-La Mirada USD), 2018
Ann M. Phillips (Lawndale ESD), 2018
Margarita Rios (Norwalk-La Mirada USD), 2018
Ana Valencia (Norwalk-La Mirada USD), 2017



October 24, 2016

DEADLINE: Saturday, January 7, 2017
BOARD ACTION REQUIRED
Please deliver to all governing board members.

MEMORANDUM

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Chris Ungar, President

Re: Call for Nominations for CSBA Delegate Assembly

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Saturday, January 7, 2017**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Saturday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Wednesday, February 1, 2017 and are due Wednesday, March 15, 2017.
- Elected Delegates serve a two-year term beginning April 1, 2017 through March 31, 2019.

The enclosed nomination materials related to the nomination process are available to download at <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx>. For more information about the Delegate Assembly, please contact the Executive Office or Charlyn Tuter at ctuter@csba.org or (800) 266-3382, ext. 3281. Thank you.



IMPORTANT DELEGATE NOMINATION AND ELECTION DEADLINES

Important 2017 Dates:

- Saturday, January 7: U.S.P.S. postmarked, fax, or email 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
- Wednesday, March 15: Deadline for the ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)
- By Friday, March 31: Ballots to be tallied
- By Monday, April 3: Election results, except for run-offs, posted on CSBA's Web site
- Friday, April 28: Deadline for run-off ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)

Delegate Assembly Meeting Dates in 2017

- Saturday, May 20 – Sunday, May 21, Sacramento
- Wednesday, November 29 – Thursday, November 30, San Diego



Frequently Asked Questions regarding Delegate Assembly Nominations and Elections

Who is eligible to serve on Delegate Assembly? To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

What is the term of office to serve on Delegate Assembly? The term of office for each Delegate is two years beginning April 1, 2017 through March 31, 2019. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

How is a board member nominated to serve on the Delegate Assembly? A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

What does a nomination consist of? A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

When are the nomination and biographical sketch forms due? The nomination and candidate biographical sketch forms must be delivered to CSBA either by fax (916) 371-3407, email nominations@csba.org, or mail, postmarked by the U.S.P.S., on or before **Saturday, January 7, 2017**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.*

How are nominees elected to serve on Delegate Assembly? Ballots are mailed by Wednesday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Wednesday, March 15, in order to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than March 31. If there is a tie vote, a run-off election will be held.

What are the required Delegate Assembly meeting dates? There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings? No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-3 New Business**
 Adoption of Board Policy Updates

Action Item

Attached are 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 2016

Policy Number	Significant Changes
BP/AR 0450 (BP/AR revised)	Comprehensive Safety Plan Policy updated to clarify the district's responsibility to annually review comprehensive school safety plans. Regulation updated to delete the requirement to include hate crime reporting procedures in the safety plan, as they are no longer required by law. List of optional plan components expanded to include (1) policy related to firearms possession on campus; (2) measures to minimize gang influence; (3) guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses; (4) strategies for suicide prevention; (5) procedures to handle disruptions; and (6) concepts related to environmental safety.
BP/AR/E 0520.2 (BP/AR revised; E deleted)	Title I Program Improvement Schools Policy and regulation updated to reflect the Every Student Succeeds Act (ESSA) (P.L. 114-95), U.S. Department of Education (USDOE) guidance, and the California Department of Education (CDE) transition plan, which require schools identified for program improvement (PI) to continue to implement their school improvement plans during the 2016-17 school year while a new system of school support and improvement activities for Title I schools is developed. Policy also deletes references to the federal measure of "adequate yearly progress" and the requirements to offer intradistrict transfers and supplemental educational services (SES) to eligible students, as these have been eliminated under ESSA. Material on the Parent Empowerment Act moved from AR to BP, and "Program Evaluation" section revised to reflect requirement to develop and post a report card with specified content. Regulation deletes sections on "Definitions," "Parental Notifications," "Student Transfers," and "Supplemental Educational Services," and adds section on "Alternative Supports" to reflect the CDE's transition plan which requires that district-defined supports be provided to eligible students. Exhibits (1) and (2) deleted since forms related to intradistrict transfers and SES are no longer needed.
BP/AR 0520.3 (BP revised; AR deleted)	Title I Program Improvement Districts Policy updated to reflect the Every Student Succeeds Act (P.L. 114-95), USDOE guidance, and the CDE's transition plan, which, for the 2016-17 school year, require districts identified for program improvement (PI) to continue to implement their improvement plans and any recommendations of a district assistance and intervention team assigned to the district. Policy deletes outdated reference to the federal measure of "adequate yearly progress," deletes section on "Early Warning System" since districts are not being newly identified for PI, and consolidates and shortens material reflecting requirements for districts based on the number of years in PI. Regulation deleted as some requirements are no longer applicable and others are duplicated in the BP.
BP/AR 1312.3 (BP/AR revised)	Uniform Complaint Procedures Mandated policy updated to reflect programs that must be investigated in accordance with the uniform complaint procedures (UCP), as listed on the California Department of Education's 2016/17 UCP Checklist. Mandated administrative regulation revised to clarify required annual notification and complaint filing requirements, and to provide for equitable treatment of a respondent to a complaint as required under federal law.
BP 2121 (BP revised)	Superintendent's Contract Policy updated to clarify the conditions under which the Governing Board may meet in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss superintendent contact, salary, or compensation paid in the form of fringe benefits.
BP/AR 3230 (BP/AR added)	Federal Grant Funds New mandated policy and mandated regulation reflect major requirements for the management of federal grant funds contained in the Office of Management and Budget's (OMB) <u>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for</u>

	<p><u>Federal Awards</u> (commonly called the "Uniform Guidance"), including the mandate to adopt written procedures related to procurement, conflict of interest, cash management, and allowable costs. Policy addresses the board's desire to maintain fiscal integrity and transparency in the use of federal grant funds, key components of the district's financial management system, and the submission of performance reports in accordance with law and the requirements of the awarding agency. Regulation includes material related to allowable costs, procurement, cash management, audits, and records, including requirements for employees to document "time and effort" spent on grant activities. Regulation also reflects the option to delay implementation of the procurement standards in the Uniform Guidance up to July 1, 2017, provided that the decision is documented in the district's procurement policy.</p>
<p>BP/AR 3270 (BP/AR revised)</p>	<p>Sale and Disposal of Books, Equipment and Supplies Policy and regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.</p>
<p>AR 3440 (AR revised)</p>	<p>Inventories Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds, cross-reference new BP/AR 3230 - Federal Grant Funds, and reflect requirement to annually submit an inventory listing of federally owned property in the district's custody to the federal agency that granted the award.</p>
<p>AR 3460 (AR revised)</p>	<p>Financial Reports and Accountability Regulation updated to add general language on the need to audit federal grant funds, while deleting detailed material regarding the submission of records related to the audit of federal funds, now addressed in AR 3230 - Federal Grant Funds. Section on "Other Postemployment Benefits Report" updated to reflect Governmental Accounting Standards Board (GASB) Statement 75, which supersedes GASB Statement 45 for fiscal years beginning after June 15, 2017, although earlier implementation is encouraged. Revisions reflect the requirements to report the total unfunded liability for OPEBs and to perform an actuarial valuation every two years regardless of the number of members in the OPEB plan, although an alternative method is still allowed for plans with fewer than 100 members.</p>
<p>AR 3512 (AR revised)</p>	<p>Equipment Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.</p>
<p>BP/AR 3513.3 (BP/AR revised)</p>	<p>Tobacco-Free Schools Policy updated to reflect NEW LAW (ABX2 9, 2016) which requires all districts, not just those receiving state Tobacco-Use Prevention Education funds, to prohibit tobacco use on school campuses. Policy also reflects new definitions of "smoking" and "tobacco" pursuant to NEW LAW (SBX2 5, 2016). Regulation reflects provision of ABX2 9 which requires signs prohibiting tobacco use to be displayed at all school entrances, and deletes option to designate a smoking area on campus.</p>
<p>AR 3516.3 (AR revised)</p>	<p>Earthquake Emergency Procedure System Minor revision made in regulation to change name of the California Emergency Management Agency to the California Governor's Office of Emergency Services.</p>
<p>BP/AR 3553 (BP/AR revised)</p>	<p>Free and Reduced Price Meals Minor revisions made in policy and regulation to delete references to sharing free and reduced-price meal records for the purpose of determining the eligibility of students in Title I program improvement schools for school choice and supplemental educational services, as those requirements were eliminated in the Every Student Succeeds Act (P.L. 114-95), and instead authorize the use of those records to determine eligibility for alternative supports offered in accordance with the CDE's transition plan.</p>

BP 3555 (BP revised)	Nutrition Program Compliance Policy updated to clarify that, although state and federal law prohibit discrimination in child nutrition programs for all protected categories, the CDE and U.S. Department of Agriculture (USDA) only investigate complaints of discrimination based on race, color, national origin, sex, age, and disability. Policy also reorganizes and expands the responsibilities of the district's civil rights coordinator to reflect CDE's guidebook as updated in November 2015, and updates the addresses where complaints may be submitted. Nondiscrimination statement that is required to be printed on program documents, pamphlets, brochures, and other materials updated to reflect the USDA's 2015 statement.
BP 4112.2 (BP revised)	Certification Policy updated to add requirement, as amended by the Every Student Succeeds Act (P.L. 114-95), to notify parents/guardians of each student attending a school receiving Title I funds that they may request certain information regarding the qualifications of their child's teacher.
E 4112.9 E 4212.9 E 4312.9 (E revised)	Employee Notifications Minor revision made in exhibit to delete notification (last item of section II) regarding the opportunity to comment and participate when a school is identified for restructuring under Title I program improvement, repealed by the Every Student Succeeds Act (P.L. 114-95).
BP 4113 (BP revised)	Assignment Policy updated to delete material re: assignment of teachers who meet the qualifications of "highly qualified" teachers, as those requirements were repealed by the Every Student Succeeds Act (ESSA) (P.L. 114-95). Policy also revised to reflect the continuing requirement to describe in the Title I local educational agency plan how the district will address any disparities that result in low-income or minority students being taught at higher rates by ineffective, inexperienced, or out-of-field teachers. Details reflecting the state's Compliance Monitoring, Intervention and Sanctions program deleted as the CDE's ESSA transition plan indicates that districts will not be required to participate in that program in the 2016-17 school year.
AR 4115 (AR revised)	Evaluation/Supervision Minor revision made in regulation to delete requirement that a teacher, in order to be evaluated on a five-year schedule, must meet the qualifications of a "highly qualified" teacher if applicable for the position, as the highly qualified teacher requirements were repealed by the Every Student Succeeds Act (P.L. 114-95).
AR/E 4222 (AR revised; E deleted)	Teacher Aides/Paraprofessionals Regulation updated to delete material on the qualifications and duties of paraprofessionals working in a program supported by Title I funds, as those requirements were repealed by the Every Student Succeeds Act (P.L. 114-95). Regulation also consolidates options for the requirement that paraprofessionals demonstrate proficiency in reading, writing, and mathematics equivalent to or exceeding the proficiency required for high school seniors. Exhibit which provided a sample attestation of compliance with Title I paraprofessional requirements deleted.
BP/AR 5116.1 (BP/AR revised)	Intradistrict Open Enrollment Policy and regulation updated to delete priority for intradistrict open enrollment for students transferring out of a school identified for program improvement (PI), as the Every Student Succeeds Act (ESSA) (P.L. 114-95) eliminated requirements to offer such transfers. Policy also clarifies that Open Enrollment Act transfers for the 2016-17 school year are to be based on the CDE's 2015-16 list of open enrollment schools since the Academic Performance Index is currently suspended. Regulation also reflects ESSA requirement that students who were previously granted intradistrict transfers out of a PI school must be allowed to remain in the school to which they transferred until the highest grade offered by the school.

BP/AR 5121 (BP/AR revised)	Grades/Evaluation of Student Achievement Policy and regulation updated to reflect research-supported best practices regarding grading, including the separation of nonacademic factors from students' academic grades. Policy also adds optional paragraph on reports of student progress on specific academic standards.
BP 5131.62 (BP revised)	Tobacco Policy updated to reflect NEW LAW (ABX2 9, 2016) which requires all districts, not just those receiving state Tobacco-Use Prevention Education funds, to prohibit tobacco use on school campuses and NEW LAW (SBX2 5, 2016) which establishes new definitions of "smoking" and "tobacco."
BP/AR 5145.3 (BP/AR revised)	Nondiscrimination/Harassment Mandated policy revised to clarify (1) that the policy is applicable to off-campus conduct that may have a continuing impact on a student at school, and (2) that the district must investigate all allegations of discrimination of which it has notice, regardless of whether a formal written complaint is filed, and must take action to address any effect of discrimination found. Mandated administrative regulation updated to ensure consistency of reporting procedure with formal complaint process in the UCP and to clarify various provisions in the section on "Transgender and Gender-Nonconforming Students."
BP/AR 5145.7 (BP/AR revised)	Sexual Harassment Mandated policy revised to clarify that the district must investigate every allegation of sexual harassment of which it has notice, whether or not a formal written complaint is filed, and, when needed, must take interim measures to ensure safety of any student complainant or victim of sexual harassment. Mandated administrative regulation revised to recommend how the district may address a report of off-campus sexually harassing conduct.
AR 6158 (AR revised)	Independent Study Minor revision made in regulation to reflect NEW LAW (SB 828, 2016) which expands the types of documents that may be maintained electronically to include supplemental agreements, assignment records, work samples, and attendance records as well as the master agreement. Related material moved to "Records" section and expanded.
AR 6164.41 (AR revised)	Children with Disabilities Enrolled by Their Parents in Private School Minor revision made in regulation to delete the statement that private school teachers providing services to students with disabilities do not need to meet the federal requirements for "highly qualified" teachers, as requirements for highly qualified teachers were repealed by the Every Student Succeeds Act (P.L. 114-95).
BP 6179 (BP revised)	Supplemental Instruction Policy updated to delete reference to the requirement to provide supplemental educational services to eligible students from low-income families in Title I schools identified for program improvement, as the requirement was repealed by the Every Student Succeeds Act (ESSA) (P.L. 114-95), and to add the requirement to provide alternative supports to eligible students in accordance with the CDE's ESSA transition plan.
BB 9321 (BB revised)	Closed Session Purposes and Agendas Bylaw updated to clarify that the Board may not meet in closed session under the "personnel exception" (Government Code 54957) of the Ralph M. Brown Act to discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline. "Negotiations/Collective Bargaining" section revised to reflect that the Board may meet with the district's designated representatives in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

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

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

The following are submitted for ratification:

- I. Purchase Orders: 343 purchase orders have been processed, dated October 19, 2016 through November 15, 2016, totaling \$1,010,472.09.
- II. Warrants: 471 warrants have been issued, dated October 19, 2016 through November 15, 2016, totaling \$1,918,894.86.
- III. Revolving Cash Fund Reimbursements: Six (6) checks have been processed, totaling \$3,626.52.

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>
RC1836	10/31/16	Bessie Geilenfeldt	Payroll	\$ 1406.24
RC1837	11/01/16	Benjamin Diaz	Payroll	\$ 223.31
RC1838	11/01/16	Jalissa Branstetter	Payroll	\$ 100.00
RC1839	11/01/16	Blanca Silva	Payroll	\$ 600.00
RC1840	11/01/16	Rachel Lawson	Payroll	\$ 500.00
RC1841	11/01/16	Michelle Monroy	Payroll	\$ 796.97

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (6) CHECKS PROCESSED TOTALING \$3,626.52**

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: **David Feliciano**
 Assistant Superintendent, Business Services

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

Action Item

ADMINISTRATIVE RECOMMENDATION

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

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

NAME	TRAVEL/ CONFERENCE	CITY/STATE	DATES	COST
Marie Glick Non-Employee	Early Childhood Intervention & Autism Spectrum Disorder On-line Summit Professional Education	La Mesa, CA	2016-17	Registration: \$ 199.00 Lodging: \$ 0.00 Transportation: \$ 0.00 Total: \$ 199.00

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: **David Feliciano**
 Assistant Superintendent, Business Services

ITEM NUMBER: **B-2c New Business (Consent Calendar)** **Action Item**
 Acceptance of Work for Completion of Outdoor Electronic LED Marquee
 at Spring Valley Academy, RFP #4-15/16

A Good Sign & Graphics Company has completed the project (RFP #4-15/16), for the installation of an outdoor electronic LED marquee at Spring Valley Academy.

The project was inspected by the Maintenance Department and it was determined that the contractor's work in the amount of \$15,575 was satisfactorily completed.

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-2d New Business (Consent Calendar) **Action Item**
Acceptance of Work for Completion of the Reconstruction of Two
Damaged Portable Classrooms at Parkway Middle School, Bid #FB 16/17-
003

SD Remodeling has completed the project (Bid #FB 16/17-003), for the reconstruction of two damaged portable classrooms at Parkway Middle School.

The project was inspected by the Maintenance Department and it was determined that the contractor's work in the amount of \$26,000 was satisfactorily completed.

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-2e New Business (Consent Calendar)
Award of Bid for Districtwide Fencing Projects, Bid #FB 16/17-005

Action Item

On November 9, 2016 at 2:00 p.m., the District opened bids for fence installation projects throughout the District as needed. Bids were advertised by the Purchasing Department in accordance with the law. Two bids were received. SD Remodeling was the responsible bidder submitting the lowest responsive bid. The actual contract value is based on the actual necessary work issued from December 7, 2016 through June 30, 2017.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the bid to SD Remodeling for districtwide fencing projects throughout the District as needed.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: **David Feliciano**
 Assistant Superintendent, Business Services

ITEM NUMBER: **B-2f New Business (Consent Calendar)**
 Approval of Sale of Surplus Items

Action Item

A library space saver rack system has been identified as surplus. These items have been surveyed and are no longer used. The library space saver rack system will be sold in accordance with Education Code 17545.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the sale of a library space saver rack system under the provisions of the Education Code.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business
Adoption of Annual Developer Fee Report for Fiscal Year 2015-16

Action Item

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 report must be reviewed by the Board at a regularly scheduled public meeting.

The District's Annual Developer Fee Report for fiscal year 2015-16 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 2015-16**

I. Introduction

This Annual Developer Fee Report is for fiscal year 2015-16. This Report provides an annual accounting of school facilities fees collected by the La Mesa-Spring Valley School District during fiscal year 2015-16 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 2015-16

Beginning Balance as of 7/1/15	\$ 991,468.45	
Statutory School Fees Collected	376,815.82	(For Detail: See Item IV- on page 2)
Interest Earned	3,281.00	
Other Local Revenue	0.00	
Expenditures	(1,221,524.41)	(For Detail: See Item V- on page 2)
Ending Balance as of 6/30/16	\$ 150,040.86	

IV. Statutory School Fees Collected for Fiscal Year 2015-16

Received From	Name of Development	Type of Development	Amount
Various	-----	23 Single Family Residences	\$ 51,752.50
Various	-----	1 Multiple Single Family Residences	49,763.68
Various	-----	10 Multi Family Residences	199,591.95
Various	-----	37 Residential Additions	41,390.32
Various	-----	17 Commercial/Industrial Projects	37,280.03
Various	-----	3 Refunds	(2,962.66)
		Total Fees Collected:	\$ 376,815.82

V. Public Improvement Expenditures Made from Capital Facilities Fund for Fiscal Year 2015-16

Public Improvement Project	Percent Funded with School Facilities Fees	Amount
Asphaltic Concrete Work – Various Sites	100%	\$ 540,707.95
Two used Relocatables placed at Bancroft Elementary	100%	242,984.53
Painting at Spring Valley Academy and Kempton Elementary	100%	192,390.00
Fencing at Spring Valley Academy and Kempton Elementary	100%	35,678.00
Refurbish Relocatable at Parkway Middle School	100%	10,812.50
Build two restrooms at Sweetwater Springs Elementary	100%	117,950.00
Purchase accessible ramps for Relocatables	100%	12,910.21
Perimeter Fence at Sweetwater Springs Elementary	100%	2,053.00
Transfer Four Relocatable Classrooms from Kempton Elementary to various sites	100%	55,783.75
Refund of fees for Pass-through Project at Murdock (1415 Fees)	100%	(1,050.00)
Administrative Charge to Cover Cost of Collecting Fees	100%	11,304.47
Total Public Improvement Expenditures		\$1,221,524.41

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
35-44 Years Old	1 Classrooms	\$110,000
45-50 Years Old	19 Classrooms	\$2,090,000
Over 50 Years Old	14 Classrooms	\$1,540,000

VII. 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 Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-4 New Business
Adoption of Five-Year Developer Fee Report for Fiscal Year 2015-16

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 report must be reviewed by the Board at a regularly scheduled public meeting.

The District's Five-Year Developer Fee Report for fiscal year 2015-16 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 2015-16**

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 2015-16:

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.

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 Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-5 New Business

Action Item

**Authorization to Enter into an Agreement with Christy White Associates
to Provide Audit Services for the 2016-17 and 2017-18 Fiscal Years**

On March 18, 2014, following the District's Request for Proposal process, the Board awarded the contract for audit services to Christy White Associates. The contract provided for services through the 2015-16 fiscal year with an option to extend the contract for two additional years. The attached engagement letter from Christy White Associates outlines the services that will be provided for the 2016-17 and 2017-18 fiscal years and associated fees.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to enter into the attached agreement with Christy White Associates to provide audit services for the 2016-17 and 2017-18 fiscal years.

November 17, 2016

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

Christy White, CPA

Michael Ash, CPA

Heather Rubio

SAN DIEGO
LOS ANGELES
SAN FRANCISCO/BAY AREA

Corporate Office:
348 Olive Street
San Diego, CA 92103

toll-free: 877.220.7229
tel: 619.270.8222
fax: 619.260.9085
www.christywhite.com

*Licensed by the California
State Board of Accountancy*

We are pleased to confirm our understanding of the services we are to provide La Mesa-Spring Valley School District for the fiscal years ending June 30, 2017 and 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of La Mesa-Spring Valley School District as of and for the fiscal years ending June 30, 2017 and 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement La Mesa-Spring Valley School District's basic financial statements. As part of our engagement, we will apply certain limited procedures to La Mesa-Spring Valley School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of Funding Progress.
4. Schedules of District's Proportionate Share of Net Pension Liability
5. Schedules of District Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies La Mesa-Spring Valley School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

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

Audit Objectives

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

- The objective also includes reporting on Internal control related to the Agencies' financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, and *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of La Mesa-Spring Valley School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures – General

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

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

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

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

Audit Procedures – Compliance

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

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

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of La Mesa-Spring Valley School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the organization's website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Administration, Fees, and Other

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

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

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

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

Fiscal Year Ending	Total Maximum Audit Fees
June 30, 2017	\$ 23,000
June 30, 2018	\$ 23,700

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the La Mesa-Spring Valley School District during the period under this agreement, shall be in addition to the above maximum fee

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork, and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

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

The first period to be audited shall be for the fiscal year ending June 30, 2017, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2018 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

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

Very truly yours,



Michael Ash, CPA
Partner
Christy White Associates

RESPONSE:

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

Signature

Title

Date

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: Guido Magliato
Assistant Superintendent, Learning Support

ITEM NUMBER: LS-1 New Business
Acceptance of Gifts – Murdock Elementary School

Action Item

Murdock Elementary PTA would like to donate \$3,112 to Murdock Elementary School, to be used for buses for study trips; and \$1,394 earned at a Halloween booth to be used for a floating lab trip for teachers Allison Austel and Shama Lyons.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: Guido Magliato
Assistant Superintendent, Learning Support

ITEM NUMBER: LS-2 New Business

Action Item

Authorization to Approve Memorandum of Agreement with the After School Education and Safety Program (ASES)

The After School Education and Safety Program (ASES) is a state funded, voter-approved initiative (Proposition 49) signed into law in 2002. ASES was established to amend and expand California Education Code 8482, which was originally established in 1999 as the Before and After School Learning and Safe Neighborhoods Partnerships Program. ASES programs were transitioned from the federally funded 21st Century Community Learning Center (21st CCLC) grants, so that state funds were utilized prior to accessing federal funds.

Schools with 50 percent or more students who are eligible for the free or reduced-price meal program qualify for top priority in receiving ASES program grants. Avondale, Bancroft, Casa de Oro, Highlands, Kempton Literacy Academy, La Mesa Dale, La Presa Elementary, Rancho, Spring Valley Academy, and STEAM Academy at La Presa are all recipients of an ASES grant. The amount of money to be distributed between the ten programs for the 2016-2017 school year is \$1,188,681.54.

ASES grants are used to provide a safe and educationally enriching environment for children who attend the District sponsored Extended School Services program. ASES programs provide additional educational and literacy components, including tutoring and homework assistance, and educational enrichment activities such as arts and culture, recreation, health, and career awareness. The San Diego County Office of Education provides technical assistance and training for ASES sites. As the grantee, the San Diego County Office of Education acts as the fiscal agent for participating school districts in San Diego County.

The Memorandum of Agreement is being submitted to the Board for approval after the July 1, 2016 start date because the District only recently received the appropriate paperwork.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Governing Board approve the attached Memorandum of Agreement with the After School Education and Safety (ASES) Program, for the 2016-2017 school year.

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into this 1st day of July 2016 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **La Mesa Spring Valley School District** (herein known as "District") with the provisions of the California *Education Code* (EC) sections 8484.7-8484.9. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school and/or Junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish ASES after school component program goals.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the ASES before school component is operational. Middle school or Junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the ASES before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, District must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A).** California Education Code 8483.7. (a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:

- i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
- ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
- iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with **California Education Code 8483.7** shall result in a reduction of the ASES grant award allocations.

2. Web-Based Attendance and Daily Attendance Accountability Requirements.

1. In FY 16/17 District receiving ASES funds must implement the City Span Web-based Attendance Tracking System (www.youthservices.net/sandiego) for daily program attendance entry.
2. District must fully utilize the “Automated Card Scanning” capability for the system. The City Span Web-based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should District choose not to implement the City Span System the District must provide a description and demonstration of their attendance tracking system to SDCOE for review. All districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program. Also, all districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each district will be subject to site review of the attendance procedures at a minimum of 15 ASES programs. During the attendance review the district’s system must ensure that all Early Release/Late Arrival Policies as well as ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).

5. District will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the new Card Scanning System.
6. In addition, District must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

3. Staffing Requirements:

1. District must ensure a student-to-staff ratio of no more than 20 to 1 at all ASES sites.
2. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises

4. State Mandated Data and Evaluation Requirements:

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and test results as required by CDE.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.
6. District will submit an annual ASES Program Quality Improvement Plan (QIP) at the district and site level as required by California Senate Bill (SB) 1221. These requirements are codified in Section 8484 of the 2016 California *Education Code*. While the quality improvement process should be undertaken at the program level, District is responsible for ensuring that it is fully implemented at all of their sites. District is required to report the QIP via the City Span Web-based Attendance and Fiscal Management System by October 17, 2016.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$7.50 per student per day for PM

(After School) reimbursement and a rate of \$5.00 per student per day for AM (Before School) reimbursement.

2. Allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE.
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. The District follows all fiscal and auditing standards required by the CDE. (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4).).
2. Provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
3. Participate in Federal Program Monitoring (FPM) training as conducted by SDCOE.

7. Budget Restrictions

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program that garner cash or contributions to the equal to at least 33% or one-third of the total annual grant amount for District. District is required to submit the 33% Match/In-Kind via the City Span Web-based Attendance and Fiscal Management System by October 31, 2016.
4. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
5. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.
6. Only sites operating programs are eligible to claim administrative, operational, and/or start-up.
7. The LEA/grantee agency maintains an inventory record for each piece of equipment, with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, District has conducted a physical check of the inventory of equipment within the past two years and has reconciled the result with inventory records. (34 CFR 80.32(d))

(2.) District will also be required to report and all Inventory Items via the City Span Web-based Attendance and Fiscal Management System by October 31, 2016.

8. The record describes the acquisition by:

- (a) Type
 - (b) Model
 - (c) Serial number
 - (d) Funding source
 - (e) Acquisition date
 - (f) Cost
 - (g) Location
 - (h) Current condition
 - (i) Transfer, replacement, or disposition of obsolete or unusable equipment
- EC § 35168; 5 CCR 3946; 34 CFR 80.32(d) (I.)

9. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3), (4).), District can be required to provide copies of the following documents to SDCOE:

- Before and After School Program (BASP) contracts – for ASES subcontracts to provider agencies that operate Before and/or After School Programs.
- BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
- BASP reports program expenditures at the district and site level that clearly demonstrate that the 85/15 requirement is met. District will be required to submit the 85/15 reports via the City Span Web-based Attendance and Fiscal Management System by October 31, 2016.
- BASP line item budgets.
- BASP time sheets, including time accounting methods.

8. Additional ASES Program Operation Requirements.

1. Designate an ASES Contact person.
2. Ensure the designated ASES Contact attends the scheduled ASES District Contact meetings provided by the Resource Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego County Office of Education.
3. Operate the ASES Program to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.

6. The program will have an educational enrichment element that may include, but not limited to fine arts, recreation, health awareness, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g. city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by District or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
14. Notify the County in the event the district intends to close or relocate an ASES program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to district policy
16. Each ASES funded district will be responsible for the development of a FY 2016-2017 After School Program Plan as part of the San Diego ASES program Consortium. The District's ASES Program Plan template has been provided by the Resource Technical Assistance Center (RTAC). Working in collaboration with the District Contact, Site Coordinator, Site Principal and other CBO partnerships the district ASES program plan is due on October 17, 2016 to RTAC.
17. District staff will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.
18. Each district ASES Program plan will identify FY 2016-2017 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
19. Ensure that ASES staff attends countywide, regional, and district-training opportunities designed to maximize program effectiveness.
20. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School Administrative Program Support Center (ASC) and the Children's Initiative.
21. Work with staff from RTAC, the ASC and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

9. As the official Grantee of Record, the County will provide the following:

1. In coordination with District, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and After School Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the districts, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Compile required annual progress reports and submit them in a timely manner.
14. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
15. Convene, in coordination with the District, meetings of after school stakeholders, as necessary.
16. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
17. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the county's ASES funded before and after school programs.
18. Provide training and technical assistance to districts in San Diego County in excess of those provided through the ASC and RTAC resources.
19. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally, provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating districts.
20. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
21. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
22. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.

23. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include mock site visits.

10. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The district shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. **Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8677. For expenses, use Goal 7111 – Non agency Educational appropriation function and object code where the funds are expended.**
5. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
6. The grantee shall use these funds in accordance with the approved application.
7. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the county shall reduce any subsequent allocations by the amount equal to the overpayment.
8. If an ASES program site stops program operations, the county will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
9. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
10. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).**
11. District shall comply with the General Assurances attached to this MOA.

12. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
13. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

<p style="text-align: center;">CDE GRANT NO. 37-23939-1037-EZ FY 16/17: PCA: 23939 VENDOR NO. 1037: SUFFIX NO. EZ</p>

11. PERIOD OF AGREEMENT- COMPENSATION/COST AND PAYMENT

SCHEDULE

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall be July 1, 2016 through June 30, 2017.

The After School Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4:

“The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met .”

Program funds will be dispersed to District based on Education Code 8482.4 reimbursement from CDE. Annual ASES allocation(s) **shall not exceed \$1,212,940.35** for District.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2017 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

** SDCOE will receive a 2% contribution of grant funds for countywide program coordination, technical assistance and program support, as agreed herein. The 2% payments will be deducted after program funds have been deposited to the district via auditor transfer.*

12. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

District Contact:

Ronda Wood
4750 Date Ave.
La Mesa, CA 91942
(619)644-3800
ronda.wood@lmsvschools.org

County Contact:

Daymon Beach, Lead Coordinator
SDCOE, Learning & Leadership Srv.
6401 Linda Vista Road Rm 321S
San Diego, CA 92111
(858) 569-3133

13. CONFIDENTIALITY

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.
2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.
3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.
4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.
5. District obligation of confidence with respect to information submitted or disclosed to District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will

be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (i) The disclosure is authorized by this Agreement;
- (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school district, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- (i) Each agency and school district shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- (ii) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- (iii) Each school district shall comply with access log requirements of Section 49064.
- (iv) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- (v) An agency or school district may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:

- a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is for the convenience of the County, District shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

18. HOLD HARMLESS

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

21. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability	Bodily Injury and	<u>\$1,000,000</u>
Comprehensive form -	Property Damage	Amount
Products/Completed		
Operations		

Auto Liability	Bodily Injury and	<u>\$1,000,000</u>
Comprehensive form -	Property Damage	Amount
Owned, Non-owned Hired	Combined	

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

District shall be subject to, and shall 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, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The SDCOE Program Manager has determined that the Contractor/Provider will have “**greater than limited contact**” with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.

2. The Contractor/Provider has **certified in writing** to the SDCOE Program Manager that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**



By (Authorized Signature)

Lora Duzyk

Name (Type or Print)

Assistant Superintendent, Business Services

Title

10-3-16

Date

**LA MESA-SPRING VALLEY
SCHOOL DISTRICT**

By (Authorized Signature)

Brian Marshall

Name (Type or Print)

Superintendent

Title

December 6, 2016

Date

95-6001813

Federal I.D. No/Social Security #

**San Diego County Office of Education
Funding Status per School
2016-2017**

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038400	Avondale Elementary	E	After School Base	\$112,500.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038418	Bancroft Elementary	E	After School Base	\$112,500.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038418	Bancroft Elementary	E	After School Supplemental	\$33,750.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038418	Bancroft Elementary	E	Before School Base	\$37,500.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038418	Bancroft Elementary	E	Before School Supplemental	\$11,250.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038434	Casa de Oro Elementary	E	After School Base	\$74,340.75
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038459	Highlands Elementary	E	After School Base	\$71,497.06
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038459	Highlands Elementary	E	After School Supplemental	\$21,449.12
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038459	Highlands Elementary	E	Before School Base	\$37,500.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038467	Kempton Street Elementary	E	Before School Supplemental	\$11,250.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038467	Kempton Street Elementary	E	After School Base	\$31,739.40
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038467	Kempton Street Elementary	E	Before School Supplemental	\$50,349.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038475	La Mesa Dale Elementary	E	After School Base	\$71,700.75
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038509	La Presa Elementary	E	After School Supplemental	\$101,277.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038509	La Presa Elementary	E	After School Base	\$30,383.10
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038509	La Presa Elementary	E	Before School Base	\$37,500.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038509	La Presa Elementary	E	Before School Supplemental	\$11,250.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976067003	STEAM at La Presa	M	After School Base	\$53,037.95
37-23939-1037-EZ	La Mesa-Spring Valley	37681976067003	STEAM at La Presa	M	After School Supplemental	\$12,550.72
37-23939-1037-EZ	La Mesa-Spring Valley	37681976067003	STEAM at La Presa	M	Before School Base	\$29,777.00
37-23939-1037-EZ	La Mesa-Spring Valley	37681976067003	STEAM at La Presa	M	Before School Supplemental	\$8,933.10
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038566	Rancho Elementary	E	After School Base	\$100,217.65
37-23939-1037-EZ	La Mesa-Spring Valley	37681976038590	Spring Valley Middle	M	After School Base	\$31,143.75
TOTAL GRANT AMOUNT						\$1,212,940.35
GRANT AMOUNT, LESS 2%						\$1,188,681.54

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: Guido Magliato
Assistant Superintendent, Learning Support

ITEM NUMBER: LS-3 New Business

Action Item

**Authorization to Conduct Student Overnight Excursions Sponsored by
the San Diego Maritime Museum**

The Voyage of Hope and Revolutionary Overnight programs are sponsored by the San Diego Maritime Museum. These programs offer hands-on activities for a unit of study on immigration and the Revolutionary War. The Star of India, Californian and HMS Surprise are the three boats hosting the program, based on availability. A number of classes are requesting authorization to conduct the overnight trip, as listed:

School/Grade	Date of Departure	Date of Return
Fletcher Hills/5 th	5/1/16	5/2/17
	5/3/16	5/4/17
	5/4/17	5/5/17
Lemon Ave./4 th	3/1/17	3/2/17
	3/9/17	3/10/17
	3/23/17	3/24/17
Murdock/5 th	2/2/17	2/3/17
	3/9/17	3/10/17
	5/25/17	5/26/17
Northmont/5 th	5/24/17	5/25/17

The participation fee is \$73.00 - \$103.00 per student depending on the program the school has selected. All costs will be paid through donations, scholarships, and fund-raising activities. The required adult/student ratios of 1:5 will be maintained throughout the excursion.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to the above named schools to conduct overnight student excursions sponsored by the San Diego Maritime Museum.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: Guido Magliato
Assistant Superintendent, Learning Support

ITEM NUMBER: LS-4 New Business

Action Item

**Authorization to Enter into Special Education Master Contracts for the
2016-17 School Year**

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

For the 2016-2017 school year, it will be necessary to contract with multiple nonpublic schools and nonpublic agencies:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/17	\$1,311,808.20
Arch Academy (1 student)	Not-to-exceed \$15,000.00
Total encumbered cost for all nonpublic schools/agencies	\$1,326,808.20

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into these master contracts for the 2016-2017 school year.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

Action Item

The Human Resources recommendations which are attached for consideration at the December 6, 2016, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations – December 6, 2016

CERTIFICATED:

Approval of Contract:

Bordine, Lindsay	Teacher (temporary)	IV-1	12/05/2016
------------------	---------------------	------	------------

Approval of Acceptance of Resignation:

Dubrow, Robyn	Teacher (personal reasons)	VI-15	12/31/16
---------------	----------------------------	-------	----------

Approval of Change of Placement on Certificated Salary Schedule:

Desrosiers, Tiffani	From: V-14	To: VI-14	11/01/16
Jager, Natalie	From: IV-6	To: V-6	11/01/16
Rosenkrans, Angela	From: IV-10	To: V-10	11/01/16

CLASSIFIED:

Approval of Employment – Merit System:

Flores, Veronica	Office Assistant I	17-A	11/28/16
Schultz, Alicia	Child Nutrition Worker II	14-A	11/14/16
Shephard, Hilda	Paraprofessional-Special Education	21-A	11/02/16

Approval of Termination of Employment – Merit System:

Barraza, Marciana	Employee Attendance Technician (resigned)	40-C	11/05/16
Booker, Brooke	Health Aide (resigned)	24-B	11/02/16
Pinachio, John	Skilled Maintenance Worker II (retired)	76-J	11/01/16
Spence, Alysha	Paraprofessional-Special Education (permanency not granted)	21-A	11/05/16

Approval of Change of Classification:

Cervantes, Adrian	From: Senior Custodian	39-B	11/10/16
	To: Custodian	26-C	
Rogers, Calandra	From: Payroll Accounting Technician	52-F	11/28/16
	To: Accounting Specialist	64-F	

Approval of Employment:

Andersen, James	Extended School Services Attendant	\$10.65/hr	11/09/16
Annunziata, James	Extended School Services Attendant	\$10.65/hr	11/09/16
Bates-Hatfield, Erica	Extended School Services Attendant	\$10.65/hr	11/15/16
Brown, Jessica	Extended School Services Attendant	\$10.65/hr	10/26/16
Caole, Austin	Extended School Services Attendant	\$10.65/hr	11/04/16
Cole, Rebecca	Playground Attendant	\$10.00/hr	10/19/16
Diaz, Perla	Playground Attendant	\$10.00/hr	10/08/16
Flores, Carina	Student Helper	\$10.63/hr	10/25/16
Glazer, Michelle	Extended School Services Assistant Leader	\$14.00/hr	10/24/16

Hedge, Karylin	Playground Attendant	\$10.00/hr	10/19/16
Hernandez, Asminda	Playground Attendant	\$10.00/hr	10/19/16
Jimenez, Jorge	Extended School Services Attendant	\$10.65/hr	10/19/16
Lance, Laci	Playground Attendant	\$10.00/hr	10/11/16
Leon, Tatiana	Extended School Services Attendant	\$10.65/hr	11/15/16
Lozano, Amanda	Student Helper	\$10.63/hr	11/02/16
Martinez, Marisela	Playground Attendant	\$10.00/hr	10/31/16
Melero, Michael	Playground Attendant	\$10.00/hr	11/14/16
Melindo, Danaica	Playground Attendant	\$10.00/hr	11/21/16
Melville, Jonathan	Playground Attendant	\$10.00/hr	10/25/16
Menchaca, Maria	Student Helper	\$10.63/hr	11/21/16
Penfold, Tori	Extended School Services Assistant Leader	\$14.00/hr	10/10/16
Quichoho, Jacob	Extended School Services Attendant	\$10.65/hr	11/15/16
Ramirez, Rosa	Extended School Services Attendant	\$10.65/hr	11/08/16
Sanchez, Lizbeth	Playground Attendant	\$10.00/hr	10/19/16
Schmidt, Kathryn	Student Helper	\$10.63/hr	11/02/16
Smith, Hailey	Playground Attendant	\$10.00/hr	10/25/16
Soto, Alejandra	Extended School Services Attendant	\$10.65/hr	10/19/16
Spencer, Todd	Extended School Services Attendant	\$10.65/hr	11/15/16
Suarez, Olivia	Playground Attendant	\$10.00/hr	11/03/16
Uribe, Sirenia	Extended School Services Assistant Leader	\$14.00/hr	10/31/16
Watson, Ruby	Extended School Services Attendant	\$10.65/hr	11/15/16
Willard, Jenna	Extended School Services Attendant	\$10.65/hr	11/15/16

Approval of Termination of Employment:

Bustos, Christopher	Extended School Services Attendant (resigned)	09/30/16
McKay, Madeline	Extended School Services Attendant (further education)	08/12/16
Medellin, Brianna	Extended School Services Attendant (resigned)	09/28/16
Nelson, Mylisa	Extended School Services Attendant (further education)	08/12/16
Nevarez, Ashleigh	Extended School Services Attendant (employment elsewhere)	09/22/16
Rojas Garcia, Irma	Extended School Services Attendant (end temp. assignment)	09/07/16
Ruiz, Andrew	Extended School Services Attendant (further education)	08/31/16
Ruiz, Maria	Playground Attendant (employment elsewhere)	08/19/16
Sanchez, Alejandro	Extended School Services Attendant (further education)	09/28/16
Santangelo, Briana	Extended School Services Attendant (further education)	09/16/16
Snyder, Sarah	Extended School Services Attendant (employment elsewhere)	09/09/16
Sullivan, Gehrig	Extended School Services Attendant (employment elsewhere)	06/17/16
Vargas, Roxana	Extended School Services Attendant (resigned)	09/02/16
White, Angelique	Playground Attendant (end temp. assignment)	09/28/16

LECTURER/PRESENTER:

Organization/Name	Site/Department	NTE	Effective
Sky Hunters Raptor Education & Rehabilitation	AVO	\$350.	12/07/16-06/23/17
The San Diego Union-Tribune	CDO	N/A	11/04/16-06/21/17
Water Conservation Garden	FLH	N/A	04/27/17
Chivalry Today Educational Program	LMAAC	\$850.	03/29/17
A Bit of Magic with Professor Rich, the Magician	LEA	\$450.	12/22/16
West Coast Fundraising	LMD	N/A	12/07/16
Literature Comes to Life	MUM	\$695.	12/22/16

The Jonathan Sellers & Charlie Keever Foundation	ROL	N/A	02/17/17
San Diego Humane Society	ROL	N/A	01/01/17-06/30/17
Anti-Defamation League	SVA	N/A	11/28/16
Ewing Consulting, Inc.	Human Resources	\$1,900.	10/07/16
San Diego County Office of Education	Learning Support	\$3,750.	04/01/16-04/30/17
Partnership for Education & Professional Development	Learning Support	\$2,550.	07/01/16-06/30/17
UCSD Eyemobile, Department of Ophthalmology	Preschool Office	\$3,000.	01/01/17-04/30/17

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendation
Authorization to Enter into an Agreement with University of West
Florida

Action Item

Each year, various institutions of higher education request assistance with professional training for various certificated positions including teachers, interns, counselors, psychologists, speech-language pathologists and school nurses.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board grant authorization to enter into the attached Agreement with the University of West Florida.

UNIVERSITY OF WEST FLORIDA
Department of Teacher Education and Educational Leadership
AFFILIATION AGREEMENT

I. PARTIES

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the date last signed below between THE UNIVERSITY OF WEST FLORIDA, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter referred to as "University") and THE LA MESA-SPRING VALLEY SCHOOL DISTRICT, (hereinafter referred to as "Affiliate").

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participating students from the University ("Students") within a professional setting in accordance with the guidelines set forth in this Agreement and any attached addenda.

III. MUTUAL RESPONSIBILITIES

A. Educational Program. The Parties agree to cooperate in order to provide a comprehensive learning experience within a professional setting (the "Program") for Students enrolled in the University's Department of Teacher Education and Educational Leadership or its TeacherReady® Teacher Certification Program. The Parties agree that the Students selected for the Program will be permitted to participate at dates and times mutually agreeable between the Affiliate and the University. The number of Students and specific dates when the Students will be utilizing the various departments of the Affiliate will be established and agreed upon by both parties in advance of the specific session. The Parties agree to work together to maintain an environment that provides quality student learning within the curriculum plan of the Program. The Affiliate and the University shall be mutually responsible for the assignments of Students based upon the goals and objectives of the Program.

B. Non-Discrimination. The Affiliate and the University agree to continue their respective policies of non-discrimination based on sex, sexual orientation, age, race, color, creed, disability, veteran's status or national origin. Each party shall be responsible for their compliance with applicable state and federal laws, rules and regulations prohibiting discrimination.

C. Non-Disclosure. The University may disclose information from a Student's educational record, as appropriate, to personnel of the Affiliate who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99). The Affiliate hereby agrees that its personnel will use such information only in furtherance of the Program for the Student, and that the information will not be disclosed to another party without notice to the University and with the Student's prior written consent. The University agrees to work with Students, staff and administrators to insure that all individuals

participating in the Program are made aware of their obligations to ensure other student confidentiality as well. Records of University and Affiliate will be subject to public access only to the extent required by Chapter 119, Florida Statutes.

E. Discipline. Affiliate reserves the right to request the University to withdraw any Student from its facilities whose conduct or work with others is not in accordance with the policies and procedures of the Affiliate or is detrimental to the mission of the Affiliate or others. In such event, the Student's participation in the Program at the Affiliate shall immediately cease. It is understood that only the University can dismiss a Student from the Program. The Affiliate will advise the University at the earliest possible time of any deficit noted in a Student's ability to progress toward achievement of the stated objectives of the experience. The Affiliate shall provide an orientation session/materials for Students and shall assure that all Students are made aware of those actions which may result in dismissal for cause.

IV. SPECIFIC RESPONSIBILITIES OF THE UNIVERSITY

A. Coordinator. The University shall designate a person or persons to coordinate and act as liaison with the appropriate Affiliate personnel. The University shall provide to the Affiliate the current curriculum, course objections, and any syllabus of University's applicable educational Program, as well as all forms regarding practicum experience and instructions for completion of these forms. The University shall provide one or more faculty who will be responsible for instruction of the Students while participating in the Program and for evaluation of each participating Student. The University faculty has the responsibility of selecting, planning, and evaluating the work of the Students and such selecting, planning and evaluating shall be accomplished in accordance and consistent with the policies and programs of the Affiliate.

B. Student List. The University shall provide the Affiliate with a list of Students participating in the Program at least ten (10) days before each rotation is to start. There is no minimum number of Students required to be placed at the Affiliate.

C. Attendance. The University shall instruct each Student to attend all educational activities and adhere to applicable attendance policies of Affiliate where Student may be assigned.

D. Student Progress. The University agrees to communicate with the Affiliate's coordinator and Student to assess Student's progress as necessary.

V. SPECIFIC RESPONSIBILITIES OF THE AFFILIATE

A. Orientation. The Affiliate agrees to provide an appropriate orientation to Students concerning the facilities and the rules, policies and procedures of the Affiliate and other related material, such as scheduling information.

B. Educational Experience. The Affiliate agrees to provide adequate facilities and services for Students in accordance with the objectives of the program and assist in the evaluation of Student's learning experience.

C. Coordinator. The Affiliate agrees to designate a coordinator or preceptor from its staff to act as the liaison with University in this Agreement. The Affiliate coordinator has the responsibility of selecting, planning, and evaluating the work of the students and such selecting, planning and evaluating shall be accomplished in accordance and consistent with the policies and programs of the University coordinator.

VI. COORDINATORS. University and Affiliate shall designate a person (or persons) to coordinate and act as preceptor or liaison with the other party as set forth below:

Affiliate:

La Mesa-Spring Valley School District
Human Resources
4750 Date Avenue
La Mesa, CA 91942
Attn: HR Coordinator

University:

University of West Florida
Teacher Education
11000 University Parkway
Building 85/Room 196
Pensacola, FL 32514
Attn: Field Placement Coordinator

VII. SPECIFIC RESPONSIBILITIES OF STUDENTS

The University agrees to advise each Student assigned under this Agreement to:

A. Compliance. Comply with the policies and procedures of the Affiliate, and with all state, local and federal regulations.

B. Confidentiality. Maintain the applicable confidentiality of all records and information exchanged in the course of the Program, including but not limited to, student educational records.

C. Transportation. Arrange for all transportation requirements necessary to participate in the Program.

VIII. GENERAL TERMS AND CONDITIONS

A. Term. This Agreement shall be for an initial term of two years and shall continue thereafter for additional one year periods unless terminated by either party as provided herein. This agreement may be modified or amended by mutual written consent of both parties at any time. Either party shall have the absolute right to terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. However, any termination or expiration of this Agreement shall be effective only upon full completion of the Program curriculum for Students currently participating in a rotation with the Affiliate.

B. Independent Contractors. The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

C. Conflicts. Both parties agree that in the event conflicts or problems arise related to the rotation of any Student pursuant to this Agreement, Affiliate shall immediately contact the University's Coordinator. In the event that disagreements are not resolved by the Student involved, and the coordinators, such disagreements shall be resolved by the Chairperson of the Department at the University and the chief executive officer of Affiliate or his/her designee.

D. Integration. This Agreement, together with any applicable Addenda, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings and representations (if any) made by and between the Parties. The terms and provisions hereof may be amended, supplemented, waived or changed by a writing signed by each of the parties hereto.

E. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

F. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

G. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

H. Notices. Any notice to be given hereunder by either party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the parties at the addresses set forth in Section VI of this Agreement.

I. File Copies. Fully executed originals of this signed Agreement shall be placed on file at the University in the Office of Academic Affairs and the Affiliate.

SIGNATURE PAGE FOLLOWS

IX. SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

BY: _____
Tina Sardina, Assistant Superintendent,
Human Resources
Date _____

THE UNIVERSITY OF WEST FLORIDA

BY: _____
Dr. George Ellenberg, Vice Provost
Date _____

BY: _____
Dr. William R. Crawley, Dean
College of Education and Professional Studies

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
December 6, 2016**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations
Appointment of Director, Maintenance and Operations

Action Item

The Superintendent's recommendation will be presented to the Board during closed session. Action to fill the position of Director, Maintenance and Operations, is recommended thereafter.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint the Superintendent's recommendation for Director, Maintenance and Operations.

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: November 1, 2016**

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

The President led the Pledge of Allegiance to the Flag.

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

Board members absent: None

Staff members present on assignment: Feliciano, Guzman, Magliato, Marshall, Sardina

It was moved by Turner, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of October 4, 2016, as presented.

COMMUNICATIONS

Email from Home Independent Study staff, commending the efforts of Ed Joseph and Dan Renk, Education Center custodians

Letter from San Diego County Office of Education regarding the Williams Settlement findings for 2016-17

Letter from San Diego County Office of Education regarding the 2015-16 Unaudited Actuals Financial Report

Letter from California School Boards Association regarding Call for Nominations for CSBA Delegate Assembly

Save the date notice for La Mesa-Spring Valley Retirement and Recognition Gala, to be held on May 17, 2017

Memo regarding Board membership in PTAs for all District schools

Revisions to the Agreement between California School Employees Association (CSEA), Chapter 419, and the Board of Education

PowerPoint for California School Accountability System

Opinion article from Dannis, Woliver, Kell y: *Charter Schools Must Operate Within the Boundaries of Authorizing District*

Article from commondreams.org: *New Layers of Dirt on Charter Schools*

Human Resources Walk Thru Items

LMSV Board Minutes – November 1, 2016

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

**MINUTES
Approved**

COMMUNICATIONS

Email commending E.Joseph and D.Renk, Custodians

SDCOE letter re: Williams Settlement Findings 16-17

SDCOE letter re: 15-16 Unaudited Actuals Fin'l Report

CSBA Call for Nominations-Delegate Assembly

Save the date: LMSV Retirement/Recognition Gala

Board Member PTA Membership

CSEA Agreement, w/revisions

PPT: Accountability System

Article re: charter schools

Article re: charter schools

H/R Walk Thru Items

List of special education classified employees affected by decrease in hours, identified by file number

SpEd classified reduced hours

AGENDA

AGENDA

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

Approved as presented

HEARING SESSIONS

HEARINGS

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.

The President announced a hearing for anyone who wished to address the Board regarding the agreement between 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

NEW BUSINESS

It was moved by Winet, seconded by Babbitt, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the revised agreement between California School Employees Association (CSEA), Chapter 419, and the Board of Education

CSEA Contract Revision
Approved

REPORTS OF OFFICERS OF THE BOARD

REPORTS

In September 2016, the State Board of Education approved key elements of a new Accountability System, which replaces the Academic Performance Index (API). The new system is tied to the Local Control Funding Formula (LCFF), established in 2013, which changed district/school funding and accountability. In contrast to the old API, which only measured standardized test scores, the new Accountability System includes eight priority areas that define a quality education. In addition to student test scores, the proposed state and/or local priorities are:

Priority 1: appropriately assigned teachers; access to curriculum-aligned instructional materials; clean, functional schools

Priority 2: implementation of state academic standards

Priority 3: parent engagement

Priority 4: English learner proficiency and reclassification

Priority 5: graduation rates (not applicable to LMSV)

Priority 6: school climate and suspension rates

Priorities 7 & 8: college and career indicators (not applicable to LMSV)

The new color-coded model encompasses *status*, which represents current year performance; *change*, which reflects performance differences from year to year; and *performance category*, which serves as a trend indicator, and is a combination of a school's status and change.

Guido Magliato, Assistant Superintendent, Learning Support, provided a brief overview of the new Accountability System and LCFF Evaluation Rubrics, and responded to clarifying questions.

NEW BUSINESS (cont.)

It was moved by Chong, seconded by Winet, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the proclamation recognizing the efforts of Barbara Warner, and naming the new turf field at STEAM Academy the Warner Athletic Field

It was moved by Babbitt, seconded by Winet, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to schedule the Board's Organizational Meeting, to be held on December 6, 2016

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

Purchase Orders dated September 21, 2016 through October 18, 2016 totaling \$1,607,170.05

Warrants dated September 21, 2016 through October 18, 2016 totaling \$1,978,816.27

Expenditures in the amount of \$4,027.63

Travel as attached

Approval of sale of surplus items (E-Waste)

Approval of sale of surplus items

Approval of five change orders for synthetic turf football field and decomposed granite track for STEAM Academy, Bid #FB 9-15/16

Acceptance of work for completion of preparation work for the installation of synthetic turf football field; and installation of decomposed granite track at STEAM Academy, Bid #FB 9-15/16

Acceptance of work for completion of installation of synthetic turf football field, Bid #FB 14-15/16

It was moved by Winet, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to accept a gift of \$500.00 from Ms. An Doan and Mr. Sen Lim to Rolando Elementary, to be used for student support; and gifts of \$1,930.00 from Maryland Avenue PTA to Maryland Avenue Elementary to be used for fun services at the fall carnival, and

NEW BUSINESS (cont.)

Proclamation naming the turf field at STEAM Academy the Warner Athletic Field
Approved

Scheduling of Board's Organizational Meeting
Scheduled

Consent Calendar
Approved

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Travel

Sale of surplus E-Waste items

Sale of surplus items

Change order, Bid # FB 9-15/16

Acceptance of work for completion, Bid #FB 9-15/16

Acceptance of work for completion, Bid #FB 14-15/16

Acceptance of Gifts: Rolando Elementary and Maryland Ave Elementary
Accepted with thanks

\$2,111.00 to be used for teacher supplies

It was moved by Babbitt, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a special education master contracts for the 2016-17 school year.

**Special Ed Master
Contracts 2016-17**
Approved

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

**Uniform Complaint
Quarterly Report**
Accepted

It was moved by Chong, seconded by Winet, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the 2016-17 Single Plans for Student Achievement

**2016-17 Single Plans for
Student Achievement**
Approved

It was moved by Babbitt, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to renew Title I schoolwide status for STEAM Academy at La Presa, and Spring Valley Academy

**Renew Title I Status, STEAM
Academy & Spring Valley
Academy**
Approved

It was moved by Turner, seconded by Winet, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an agreement with the regents of University of California, San Diego, for vision and hearing services for preschool students

**Agmt with UCSD for
vision/hearing svcs for
preschool students**
Approved

It was moved by Turner, seconded by Babbitt, and carried with the following votes: Ayes: Babbitt, Chong, Duff, Turner; Noes: Winet; Absent: None, to authorize administration to participate in the U.S. Department of Education School Climate Survey at Parkway Middle School

**Participate in USDOE School
Climate Survey**
Approved

HUMAN RESOURCES RECOMMENDATIONS (cont.)

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

**Human Resources
Recommendations**
Approved as amended

It was moved by Chong, seconded by Babbitt, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 16-17-10, Reduction in Hours of Classified Employees

**Resolution 16-17-10,
Reduction in Hours of
Classified Employees**
Adopted

It was moved by Chong, seconded by Turner, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an agreement with San Jose State University

Agmt w/San Jose State Univ
Approved

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Chong announced that the East County STEAM Committee is now publishing after-meeting reports describing various collaborations between local technology companies and community education centers. He will forward the link for the online report, which outlines great partnerships and networking opportunities.

Dr. Turner announced she visited STEAM Academy with Congresswoman Susan Davis. She was very impressed with the Robotics Team, who were preparing for a competition.

Dr. Turner also announced she has been invited to attend a roundtable discussion for the incoming administration at the White House on November 16, 2016. Dr. Turner is representing the education sector. She is looking forward to providing input regarding K-12 public education.

Mr. Winet announced the La Mesa Boys and Girls Club has received an additional gift of \$500,000.00 from the estate of Mrs. Eleni Gagon. The total contribution from the estate is \$2.5 million.

Mr. Babbitt announced that in walking his neighborhood, as a candidate for the Grossmont High School District Board, he has heard many favorable comments about the La Mesa-Spring Valley Schools. He acknowledged the efforts of everyone, from the top down.

Mr. Duff announced he attended the Intergenerational Games at La Mesa Arts Academy. The games, which were well attended, are part of the Live Well San Diego Program.

Mr. Duff announced that he and Superintendent Marshall signed the Irrevocable Dedication of Junior High Drive to the City of La Mesa.

Mr. Duff also attended the La Mesa City Council Candidate's Forum, where he heard surprisingly diverse opinions expressed by the candidates.

Mr. Duff also attended the Northmont Elementary School Fall Carnival, where he was part of a group who demonstrated square dancing, which was well received.

Superintendent Marshall announced that the Third Appellate Court in Shasta County ruled regarding Anderson Union High School District and the Shasta Secondary Home Schools, a charter school within the boundaries of Anderson Union. The court's decision was unanimous that, with very few exceptions, charter schools must operate within the boundaries of their authorizing district. The appeal by the plaintiffs was denied. This decision will have far reaching consequences throughout the state, and locally regarding the District's litigation with College Prep Middle School.

At 7:50 p.m. the President announced a recess.

CLOSED SESSION

At 8:00 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. 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 8:39 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

David Chong, Clerk of the Board of Education