



Dale H. Hansen
Superintendent

LAMMERSVILLE
Unified School District

Governing Board Members
Mr. Matthew Balzarini, President – Mrs. Micaela Vergara, Clerk
Dr. Chris Cunningham – Mr. Ben Fobert – Mr. David Pombo

Governing Board Meeting Agenda

District Office, Board Room
111 S. De Anza Blvd., Mountain House, CA 95391

July 18, 2012
6:30 P.M. – Closed Session
7:00 P.M. – Regular Meeting

- I. Call to order at _____ P.M.
 - II. Adjourn to Closed Session _____ P.M. (Closed session is in regards to Personnel, and Negotiation Matters as permitted under Gov. Code § 54956.9, 54957, 54957.6, and 54957.1)
MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.
 - A. Anticipated Litigation – One Matter (Government Code §54956.9 c)
 - B. Public Employee Appointment/Employment/Evaluation – Superintendent (Government Code §54357.6)
 - III. Reconvene to Open Session _____ P.M.
MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.
 - IV. Pledge of Allegiance – Mr. Matthew Balzarini, Board President
 - V. Roll Call: Matthew Balzarini _____; Chris Cunningham _____; Ben Fobert _____; David Pombo _____; Micaela Vergara _____.
 - I. Report of Action Taken in Closed Session:
 - II. Approval and/or Corrections to the Agenda.
MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.
 - III. Receiving of Public Comments: (The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each agenda item (Gove. Code Section 549453). At a time so designated on the agenda, members of the public also may bring before the Board, matters that are not listed on the agenda of a regular meeting. The Board may refer such a matter to the Superintendent of or designee or take it under advisement, but shall not take action at that time. The Board may place the matter on the agenda of a subsequent meeting for discussion or action. Presentations by the public shall be held to a reasonable length, normally not to exceed five (5) minutes)
 - IV. Consent Items for Consideration:
 - A. Approval of Governing Board Meeting Minutes:
 - 1.Regular Meeting, June 20, 2012..... P. 1
 - B. Acceptance of Certificated & Classified Resignations:
 - 1.Kerrie Glenn, Certificated Teacher..... Confidential Packet P. 1
 - 2.Laura Trux, School Psychologist..... Confidential Packet P. 3
 - 3.Hazel Tibbits, Special Education Instructional Aide..... Confidential Packet P. 5
 - C. Approval of Placement on 39 Month Rehire List:
 - 1.Instructional Aide – ID#115383
- MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.
- V. Governing Board Reports:

VI. Action Items:

- A. Confirmation of Third Amendment to School Facilities Impact Mitigation Agreement Between Lammersville Unified School District and Shea Mountain House, LLC..... P. 3

MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

- B. Consider/Approval of Certificated Management Hire: Dr. Khushwinder Gill, Assistant Superintendent of Administrative Services for Elementary Education..... Confidential Packet P. 7

MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

C. Consider/Approval of Certificated Hires:

- 1. Emily Greene, Special Education Teacher – Wicklund School..... Confidential Packet P. 25
- 2. Kimberly Tejada-Cochran, Special Education Teacher – Wicklund School..... Confidential Packet P. 37
- 3. Jennifer Villalobos, Special Education Teacher – Wicklund School..... Confidential Packet P. 57
- 4. Jennifer Duran, 4 Grade Teacher – Questa School..... Confidential Packet P. 75

MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

D. Consider/Approval of Classified Hires:

- 1. Airika Smith-Payne, Instructional Aide..... Confidential Packet P. 101

MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

- E. Consider/Approval of Declaration of Need for Fully Qualified Educators for 2012-2013..... P. 11

MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

- F. Consider/Approval of Governing Board Resolution 12-13-01 to Increase the Revolving Cash Fund.....P. 15

MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

VII. Information & Discussion Items:

- A. Board Policy 1325 Community Relations – Advertising and Promotion

VIII. Calendar:

- A. Wednesday, August 1st.....Next Regular Governing Board Meeting 7:00 P.M.

IX. Adjourn to Closed Session (If Needed): _____ P.M.

MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

X. Report Action(s) Taken in Closed Session, If Any:

XI. Adjournment of Regular Meeting, July 18, 2012 at _____ P.M.

MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE: In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board of Trustees meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact Mrs. Noel Balzarini at (209) 836-7400. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services. DOCUMENT AVAILABILITY: Documents provided to a majority of the Governing Board regarding an open session item on this agenda, including documents distributed to the Board less than 72 hours in advance of a board meeting are available for public inspection at the front desk of the District offices located at 300 Legacy Drive, Mountain House, CA 95391 during normal business hours.



LAMMERSVILLE
Unified School District

Dale H. Hansen
Superintendent

Governing Board Members
Mr. Matthew Balzarini, President – Mrs. Micaela Vergara, Clerk
Dr. Chris Cunningham – Mr. Ben Fobert – Mr. David Pombo

7-18-12
IV.A.1.

District Office – Board Room
111 De Anza Blvd., Mountain House, CA

June 20, 2012 – 7:00 P.M.
Regular Meeting Minutes

- I. Called to order at 7:00 P.M.
- II. Pledge of Allegiance – Mrs. Micaela Vergara, Board Clerk.
- III. Board Members present included: Chris Cunningham, Ben Fobert, David Pombo, Micaela Vergara. Members absent: Matthew Balzarini.
- IV. Approval and/or Corrections to the agenda – Superintendent Hansen requested to remove Action Item IX.C. Consider/Approval of Classified Management Hire: _____, Director of Information Technology. It was moved by Trustee Fobert and seconded by Trustee Pombo to approve the agenda as amended. Motion carried with four (4) ayes with one (1) absent.
- V. Receiving of Public Comments: No Public Comments were made.
- VI. Consent Items for Consideration
 - A. Approval of Governing Board Meeting Minutes:
 - 1. Regular Meeting, June 6, 2012
 - B. Acceptance of Classified Resignation:
 - 1. Mark Robertson, IT Officer

It was moved by Trustee Cunningham to approve, seconded by Trustee Fobert with no further discussion. Motion carried with four (4) ayes with one (1) absent.

- VII. Administrative Reports
 - A. Kindergarten Enrollment Update
Superintendent Hansen reported that our kindergarten enrollment is confirmed at 217, with 53 pending. There may be a possibility of two more positions in the District to accommodate growth.
- VIII. Governing Board Reports:
Trustee Vergara reported that she attended the MHCS School's Committee to advise on what the school district can or cannot provide support with. She also mentioned that the district doesn't have staff or funding to use the facilities in the summer and advised the committee to work with the school foundations.
- IX. Action Items:
 - A. **Consider/Approval of 2012 – 2013 District Budget.**
Ms. Alvina Keyser reviewed a summary of the budget report with the Board. Superintendent Hansen commended Ms. Keyser for her efforts during this difficult budget times.
It was moved by Trustee Fobert to approve this action item, second by Trustee Cunningham with no discussion. Motion carried with four (4) ayes with one (1) absent.
 - B. **Consider/ Approval of Certificated Hires: 1. Rebecca Ormonde, ½ Combo LES; 2. Robyn Annichero, ½ Combo QES; 3. Christie Gabriel, 7/8 Combo QES; 4. Paul Horning 8 grade QES; 5. Robin Stromberg, Kindergarten WES; 6. Pamela Herbert 4 grade WES; 7. Kristina Padilla 6 grade WES.**
It was moved by Trustee Cunningham to approve this action item, second by Trustee Vergara with no discussion. Motion carried with four (4) with one (1) absent.
 - C. **Removed from the Agenda - Consider/ Approval of Classified Management Hire: _____, Director of Information Technology.**

D. Consider/ Approval to Hire Inspector of Record for the Construction of Mountain House High School – Don Williams.

It was moved by Trustee Pombo to approve this action item, second by Trustee Fobert with no discussion. Motion carried with four (4) ayes with one (1) absent.

E. Consider/ Approval of a Lease Lease Back Agreement with Turner Construction for Tier 1, 2, & 3 and Phase 1 of Mountain House High School.

It was moved by Trustee Cunningham to approve this action item, second by Trustee Vergara with no discussion. Motion carried with four (4) ayes with one (1) absent.

F. Consider/ Approval of Contracting with CSM Consulting, Inc., in the Amount of \$6,500 for E-Rate Consulting Services for the 2013-2014 Filing Year.

It was moved by Trustee Fobert to approve this action item, second by Trustee Pombo with no discussion. Motion carried with four (4) ayes with one (1) absent.

G. Consider/ Approval of Inter/Intra District Transfers for the 2012-2013 School Year.

It was moved by Trustee Fobert to approve this action item, second by Trustee Cunningham with no discussion. Motion carried with four (4) ayes with one (1) absent.

X. Information & Discussion Items:

A. Board Policy 1325 Community Relations – Advertising and Promotion

Superintendent Hansen and the Board discussed the options for flyer distribution in the district.

Trustee Balzarini arrives at 7:33 P.M.

The Board requested that Superintendent Hansen review all the options discussed and return with a recommendation at the next meeting.

XI. Calendar: The following events were reviewed.

A. Wednesday, July 18th.....Next Regular Governing Board Meeting 7:00 P.M.
Superintendent Hansen reported that the ground breaking date for Mountain House High School will be Tuesday, July 17, 2012 at 10:00 A.M.

XII. Adjourn to Closed Session: 7:39 P.M.

It was moved by Trustee Fobert, seconded by Trustee Cunningham to adjourn to closed session with no discussion. Motion carried with five (5) ayes.

A. Anticipated Litigation – One Matter (Government Code 54956.9 c)

B. Public Employee Appointment/Employment/Evaluation – Superintendent (Government Code 54357.6)

XIII. Return to Open Session to Report Action Taken in Closed Session: 8:47 P.M.

President Balzarini announced no action taken in closed session.

XIV. Adjournment of Regular Meeting, June 20, 2012 at 8:47 P.M.

MOTION BY: BFobert; SECOND BY: DPombo ; AYES: 5 ; NOES: 0 ; ABSENT: 0 .

Respectfully submitted,

_____, Secretary

Approved and ordered entered into the

Proceedings of the District on July 18, 2012.

_____, Clerk

7-18-12
VI. A.

ACTION ITEM

Confirm the Third Amendment to the Mitigation Agreement for the Mountain House Master Planned Community for Receipt of \$52 million contribution toward Mountain House high school.

Action Required

The Board is asked to confirm the attached Third Amendment to the Mitigation Agreement for the Mountain House Master Planned Community for Receipt of \$52 million contribution towards construction of Mountain House high school.

Department

Office of the Superintendent

Discussion

Background

Lammersville Elementary School District was a K-8 school district, located in the Mountain House Master Planned community, which fed into Tracy Joint Unified School District ("TJUSD") for high school services. Beginning in 2008, discussion began between Lammersville Elementary, TJUSD, the San Joaquin County Office of Education and the California Department of Education on establishing Lammersville as a K-12 District.

A major outstanding issue related to the unification was the ability for Lammersville to build and finance a starter Mountain House high school, even if no state or federal funding is available. All parties to the agreement indicated that funding for the high school was a critical component to the parties agreeing to the unification. Based on the presentation of a document entitled "Starter Mountain House High School" the County Committee determined that adequate funding was available to the School District to allow the construction of a High School in Mountain House following the unification. As a result of the identification of adequate funding the Districts moved forward with their joint petition to proceed with unification.

In November, 2010, over 80% of the Mountain House residents voted in favor of unification, creating the Unified School District and shifting ultimate responsibility for high school education from Tracy to the new school district. Unification of Lammersville School District became effective on July 1, 2011, at which point Lammersville Elementary School District ceased to exist. As a result of the unification, state law required the Unified district to substantially construct a high school facility in the Mountain House community within five (5) years.

Until the high school is constructed, high school students residing in Mountain House continue to attend TJUSD high schools pursuant to a Pre-Unification Agreement between the Districts entered into in 2009. Under the Pre-Unification Agreement, TJUSD is obligated to provide high school education to the School District's high school age students until the high school is constructed.

Building the High School

LUSD, upon its formation, became a successor to the rights of Tracy under the School Facilities Impact Mitigation Agreement (Mitigation Agreement) between Tracy and Trimark Communities, dated October 27, 1998. Shea Homes was the successor in interest to Trimark under May 10, 2005 and July 12, 2007 assignment agreements. Thereafter, Shea Homes sold its interest in the Mountain House community to CalPERS in 2008, while staying on to manage the project as Shea Mountain House LLC (SMH).

After a year of negotiations, with all parties working together towards the common goal of constructing a high school in Mountain House an agreement was reached. Those negotiations resulted in the Third Amendment to the Mitigation Agreement, which is before the Board of Trustee for approval tonight.

Summary of Terms in Third Amendment to the Mitigation Agreement

- LUSD will receive \$52 million in a shortfall funding contribution from SMH;
- This contribution represents the entire obligation for SMH under the mitigation agreement to contribute towards a high school;
- Future mitigation payments will be adjusted by the Construction Cost Index on a yearly bases and applied to all future development in Mountain House master planned neighborhoods;
- The unreimbursed amount of the \$52 million contribution will also be adjusted in the same manner and by the same index as the adjustment of the future mitigation payments;
- Future payments from Neighborhood A & B are not automatically subject to adjustment by the index (the terms of those payments will be set by a separate agreement with developers/builders in those neighborhoods);
- The only source of funds for the reimbursement would be the high school mitigation payments from the project (the master plan area of neighborhoods A – L), and any possible Community Facility District bond or special tax proceeds from within the project area, which might be designated for construction of high school facilities in the future;
- Only high school mitigation payments from within the Master Planned community area will be used for reimbursement;
- If the total of all future mitigation payments for the high school construction and any bond or tax proceeds designated for the high school does not fully reimburse the \$52 million contributed to LUSD, as adjusted each year, then SMH will not receive funds from any other source, even though there may be a net unreimbursed amount at the end of build out of the Mountain House Master Planned Community.
- SMH waives its right to reimbursement of any state construction funds provided that upon expenditure of state funds, the district shall construct a minimum of 60 classrooms / teaching stations.
- Sidewalks required under the Original Agreement shall be constructed according to District requirements no later than June 2014.

Financial Impact

\$52million dollar contribution from SMH to the Facilities Fund for the purpose of contributing towards the costs of constructing Mountain House high school.

Supporting Documents

See attached finalized Third Amendment to Mitigation Agreement

**THIRD AMENDMENT TO SCHOOL FACILITIES IMPACT
MITIGATION AGREEMENT**

This THIRD AMENDMENT TO SCHOOL FACILITIES IMPACT MITIGATION AGREEMENT (“Third Amendment”) is entered into by and between LAMMERSVILLE JOINT UNIFIED SCHOOL DISTRICT (“District”), as successor-in-interest to TRACY JOINT UNIFIED SCHOOL DISTRICT (“Tracy”), and SHEA MOUNTAIN HOUSE, LLC (“SMH”), as successor-in-interest to TRIMARK COMMUNITIES, LLC, a California limited liability company (“Trimark”), as of June 29, 2012 (the “Effective Date”). District and SMH may also be referred to in this Third Amendment singularly as a “Party” or collectively as the “Parties.” All capitalized terms used in this Third Amendment that are not defined herein shall have the same meanings given such terms in the Agreement or the First Amendment or the Second Amendment (as those terms are hereinafter defined), unless expressly superseded by the terms of this Third Amendment.

RECITALS

A. On October 27, 1998, Tracy and Trimark entered into a School Facilities Impact Mitigation Agreement (the “Original Agreement”).

B. On August 5, 2004, Tracy and Trimark entered into a First Amendment to School Facilities Impact Mitigation Agreement (“First Amendment”).

C. Pursuant to Partial Assignment and Assumption of School Facilities Impact Mitigation Agreements, dated May 10, 2005, and July 12, 2007, Trimark assigned its interest in the Original Agreement to SMH, which succeeded to Trimark’s rights and obligations under the Original Agreement, except for Trimark’s continuing obligations to make certain Mitigation Payments. SMH is hereinafter referred to as “Developer”.

D. On September 8, 2009, Tracy and Developer entered into an Amended School Facilities Impact Mitigation Agreement (the “Second Amendment”) (the Original Agreement as amended by the First Amendment and the Second Amendment is hereinafter referred to as the “Agreement”). The Agreement, and amendments herein, require the collection of “Mitigation Payments,” terms defined as payments intended exclusively for the purpose of funding those facilities necessary to serve the high school student population generated as a result of development of the Master Plan.

E. District was formed by election of its residents on June 8, 2010, and by operation of law, and as contemplated by the terms of the Agreement, District assumed all rights of Tracy under the Agreement.

F. District and Developer now desire to further amend the Agreement in accordance with the terms and conditions contained in this Third Amendment.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree that the Agreement is hereby amended as follows:

1. Index. The definition of "Index" in Section 2.15 is modified as of July 1, 2012 to read as follows:

As of the time of commencement of construction or delivery of school facilities, the Index shall be the Construction Cost Index (CCI) as determined by the Marshall & Swift Eight California Cities Class D Construction Cost Index for the previous one-year period from January 1st through December 31st, or in the event that this CCI ceases to exist, such generally equivalent index as shall be adopted by the State Allocation Board in determining the amount of State Funds available for school facilities.

2. Project. The definition of "Project" in Section 2.24 is amended to read as follows:

"Project" means the real property described in the Mountain House Master Plan approved by the San Joaquin County Board of Supervisors on November 10, 1994, as subsequently amended. The boundaries and area included in the Project are generally depicted on the map attached as Exhibit A to this Third Amendment.

3. Single Funding Shortfall Contribution by Developer. On or before July 7, 2012, Developer shall make a single Funding Shortfall Contribution to District (the "Section 3 Contribution"). The date on which Developer makes such single Funding Shortfall Contribution is hereinafter referred to as the "Section 3 Contribution Date." The amount of the Section 3 Contribution shall be \$52 million less the amount of all Mitigation Payments collected by District between May 29, 2012 and the Section 3 Contribution Date. The Section 3 Contribution (i) represents a sum in excess of Developer's Pro-Rata Share of the total Funding Shortfall Contributions that Developer might otherwise be required to contribute now or in the future under the Agreement and (ii) shall satisfy and extinguish any and all obligations of Developer to make Funding Shortfall Contributions under the Agreement.

4. Developer Reimbursement. Section 5.2 is amended and restated as follows:

Commencing on the Section 3 Contribution Date, and continuing until Developer has been fully reimbursed for the Section 3 Contribution, District shall remit to Developer within 60 days of District's receipt of funds: (1) any and all future Mitigation Payments collected within the Project, including any and all such payments collected within Neighborhoods A and B, which were not covered by the Original Agreement; and (2) any and all future bond or special tax proceeds designated for high school facilities within the District ("HS Bond/Tax Proceeds").

HS Bond/Tax Proceeds shall mean any and all proceeds of bonds, notes or other debt issued by a Mello-Roos Community Facilities District (CFD) or any other special taxing district, approved and authorized to be issued by the District for construction of high school facilities within the Project, provided that such proceeds are specifically supported by annual or other periodic fees, taxes, or other revenues derived from property within the Project.

All funds advanced by Developer as part of the Section 3 Contribution shall qualify for Priority Reimbursement. District shall keep accurate, ongoing records of the amounts reimbursed to Developer, and the outstanding amount that remains to be reimbursed. Amounts to be reimbursed to Developer shall be adjusted by applying changes in the Index at the same time and in the same manner as the Index is applied to the Mitigation Payments pursuant to Section 3.4 of the Agreement.

District has submitted an application to the State to receive approximately \$31.8 million in public funding to construct the Project High School ("State Funding"). Developer hereby waives Developer's right, as it may exist under the provisions of Section 5.2 of the Agreement, to be reimbursed from State Funding, provided that such waiver shall be conditioned upon District having constructed a Project High School with a minimum of sixty (60) classrooms/teaching stations upon expenditure of the State Funding by District.

Developer's sole right and sources of funds for reimbursement of the Section 3 Contribution, as it may be adjusted herein, are set forth in this restated Section 5.2. The District's general fund or other funds restricted by State law shall not be a source of reimbursement for Developer's Section 3 Contribution.

5. Dedication of School Site. Developer has dedicated to District a site for the Project High School in accordance with Section 4.2 and Exhibit F of the Original Agreement. Clause "H" of Exhibit F requires that all sidewalks on arterial street frontage adjacent to the Project High School be installed by Developer. The Parties agree that the sidewalks required under the provisions of Exhibit F of the Original Agreement shall be constructed according to District requirements by no later than June 2014.

6. Amendment. Except as amended hereby, the Agreement remains in full force and effect and unmodified. This Third Amendment may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by an authorized representative of each of the Parties.

7. Execution in Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. A facsimile or electronically-transmitted signature shall be sufficient to bind each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed as of the Effective Date.

LAMMERSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

SHEA MOUNTAIN HOUSE, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"

MOUNTAIN HOUSE MASTER PLAN

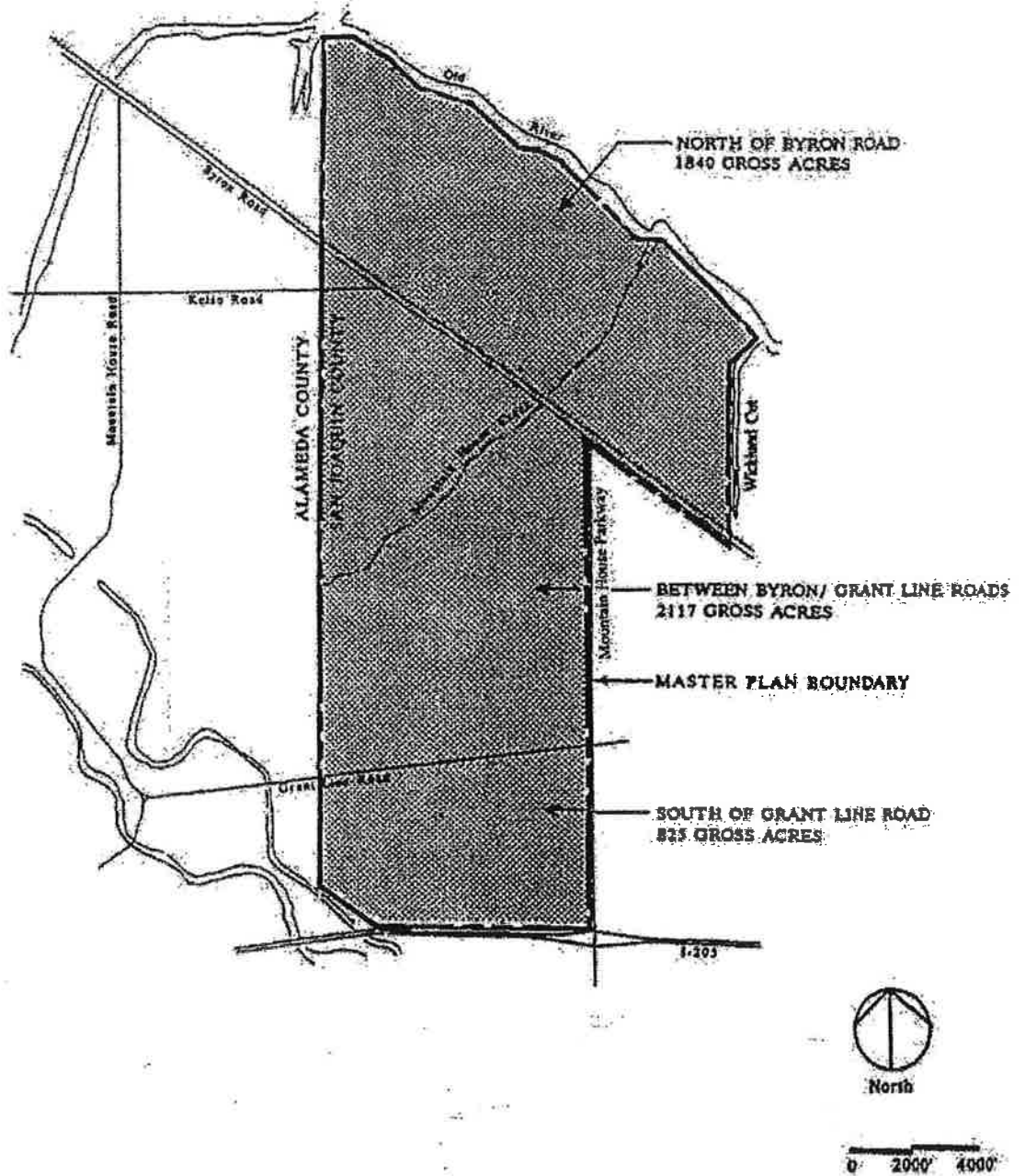


FIGURE 1.3 – MASTER PLAN BOUNDARY



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2012
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Lammersville Unified School District District CDS Code: 68551

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 07 / 18 / 12 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2013.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Dale H. Hansen</u>		<u>Superintendent</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>209-836-7402</u>	<u>209-836-7400</u>	<u>07/18/2012</u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>111 S. De Anza Blvd., Mountain House, CA 95391</u>		
<small>Mailing Address</small>		
<u>dhansen@sicoe.net</u>		
<small>Email Address</small>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>Email Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
<input checked="" type="checkbox"/> Resource Specialist	<u>3</u>
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	
Special Education	2
TOTAL	4

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. Internships are held through Commission approved programs

Does your agency participate in a Commission-approved college or university intern program? Yes No

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an intern program.
Chapman University; National University; CSU, Sacramento; CSU, Stanislaus; Teacher's College of San Joaquin County.

If no, explain why you do not participate in an intern program.

7-18-12
VI. F.

BEFORE THE BOARD OF EDUCATION OF THE LAMMERSVILLE UNIFIED SCHOOL DISTRICT
OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

RESOLUTION NO. 12-13-01

TO INCREASE THE REVOLVING CASH FUND

WHEREAS, Education Code Section 42800 provides for the establishment of a revolving cash fund; and,

WHEREAS, Education Code Section 42800 provides that the maximum amount allowed for a revolving cash fund to be the lesser of two percent (2%) of the district's estimated expenditures or one hundred five thousand dollars (\$150,000) for any unified school district; and,

WHEREAS, Lammersville Unified School District desires to increase the Revolving Cash Fund to \$5,000.

PASSED AND ADOPTED, this _____ day of _____, 2012 by the following vote of the members of the Board of Education for the Lammersville Unified School District:

ATTESTED ON THIS DAY BY THE PRESIDENT AND CLERK (OR SECRETARY) OF THE BOARD:

President
Governing Board
Lammersville Unified School District

Clerk
Governing Board
Lammersville Unified School District

