

**La Mesa-Spring Valley School District**

# **Board of Education**

**January 20, 2015**

## **Our Purpose**

**To Inspire Learning and Respect**

## **Our Vision**

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

**4750 Date Avenue  
La Mesa, California 91941-5293  
Phone: (619) 668-5700  
FAX: (619) 668-4619**

AGENDA  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR SESSION: Tuesday, January 20, 2015 - 7:00 P.M.  
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

1. Call to Order
  - a. Procedural Item: Member Chong will participate via Teleconference at the following location: Desert Rose Hotel, 5051 Duke Ellington Way, Las Vegas, NV 89119
2. Pledge of Allegiance
3. Establishment of Quorum

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

1. Recognition: Former Board Member Bill Baber
2. Recognition: ROSE Award – Recipient: Matthew McDonald, Parent,  
La Mesa Dale Elementary  
Presenters: Kelley Rabasco, Principal,  
La Mesa Dale Elementary
3. Recognition: ROSE Award – Recipient: Carl McCullough, Director,  
Spring Valley Recreation Center  
Presenters: Mike Allmann, Principal;  
Bruce Chase, Dean; and Jerry Pince,  
Counselor, La Presa Middle School

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. 2013-14 Audit Report

Information

NEW BUSINESS

BUSINESS SERVICES

1. Acceptance of 2013-14 Audit Report

Action

## SUPERINTENDENT

- |    |   |        |
|----|---|--------|
| 1. | Selection of Applicants for Provisional Appointment to La Mesa-Spring Valley Board of Education | Action |
|----|---|--------|

## BUSINESS SERVICES (cont.)

- |    |   |                   |
|----|---|-------------------|
| 2. | Consent Calendar*   | Action            |
| a. | Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements   |                   |
| b. | Approval of Travel  |                   |
| 3. | Authorization to Grant a Right-of-Entry Permit to County of San Diego for Reconstruction of a Pedestrian Ramp at Bancroft Elementary School   | Action            |
| 4. | Authorization to Grant a Waiver of AR6153 for Safety Patrol Disneyland Study Trip   | Action            |
| 5. | Resolutions 14-15-09 through 14-15-11, Designating Authorized Agents and Signatures   | Roll Call<br>Vote |
| 6. | Resolution 14-15-12, Designating Authorized Representative and Alternate for the San Diego Schools Risk Management Joint Powers Authority for Workers' Compensation, Property and Liability or Any Other Risk or Plan Authorized by Law | Roll Call<br>Vote |
| 7. | Resolution 14-15-13, Designating Authorized Representative and Alternate for the San Diego Schools Risk Management Fringe Benefits Agreement  | Roll Call<br>Vote |
| 8. | Authorization to Enter into an Agreement with Global Disposal, Inc.   | Action            |
| 9. | Acceptance of a Neighborhood Reinvestment Program Award and Authorization to Enter into a Program Grant Agreement between the County of San Diego and La Mesa-Spring Valley School District   | Action            |

## LEARNING SUPPORT

- |    |  |        |
|----|--|--------|
| 1. | Acceptance of Gift – Lemon Avenue Elementary School            | Action |
| 2. | Approval of School Accountability Report Cards                 | Action |
| 3. | Authorization to Administer the California Healthy Kids Survey | Action |

- |    |   |        |
|----|---|--------|
| 4. | Authorization to Enter into an Amended Consultant Agreement with San Diego Youth Services to Implement the Prevention/ Early Intervention Grant Award | Action |
| 5. | Acceptance of Uniform Complaint Quarterly Report  | Action |
| 6. | Authorization to Conduct Student Overnight Excursions Sponsored by the San Diego Maritime Museum  | Action |
| 7. | Authorization to Enter into Expanded Special Education Master Contracts with Aseltine School and Springall Academy for the 2014-15 School Year        | Action |

#### HUMAN RESOURCES RECOMMENDATIONS

- |    |   |        |
|----|---|--------|
| 1. | Standard Human Resources Recommendations  | Action |
| 2. | Authorization to Enter into an Agreement with East Carolina University  | Action |
| 3. | Approval of Salary Placement for Library and Learning Resources Technician Classification at Range 37 (\$31,431 Step A to \$40,012 Step F)  | Action |
| 4. | Approval of Salary Placement for Supervisor, Payroll and Benefits Classification on Classified Supervisory Salary Schedule at Salary Range \$57,892 (Step A) to \$73,338 (Step F) | 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. Student Discipline (File 14-15-01) (EC 35146 & 48918)

#### ADJOURNMENT

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

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

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

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

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

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

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

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** R-1 Reports of Officers of the Board  
2013-14 Audit Report

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Education Code Section 41020 requires an annual audit of school district funds. The audit report is developed and reported using the format established by the State Controller in consultation with the State Superintendent of Public Instruction.

A representative of Christy White Associates will present the enclosed audit report and respond to clarifying questions.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** B-1 New Business  
Acceptance of 2013-14 Audit Report

<b>Action Item</b>
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The 2013-14 financial audit was completed prior to the December 15 deadline and the report was forwarded to the appropriate local and state agencies. The Audit Committee reviewed the audit report and discussed the results of the audit.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board acknowledge receipt of the enclosed 2013-14 audit report.



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:**        **S-1 New Business**  
                                 **Selection of Applicants for Provisional Appointment to the La Mesa-  
Spring Valley Board of Education**

<b>Action Item</b>
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At the December 9, 2014 meeting, the Board determined the vacancy on the Board of Education would be filled by provisional appointment. The vacancy has been posted at all District campuses, the La Mesa and Spring Valley libraries, and published in the on-line editions of the Union-Tribune and La Mesa Today. Applications have been received from the following individuals and are provided on the La Mesa-Spring Valley School District website: <http://www.lmsvsd.net>.

Jerry S. Anderson  
Stephen Fred Babbitt  
John Edward Greenwell  
John Edward Hilton  
Rebecca Suzzane Pollack-Rude  
Jay Steiger

At the Board meeting on January 20, 2015, the Board shall review and assess the qualifications of the applicants. Each Board member may select two applicants for final interview at the January 27 meeting to address the Board concerning their qualifications.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board select applicants as appropriate for provisional appointment to the La Mesa-Spring Valley Board of Education.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

**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

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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: 499 purchase orders have been processed, numbered 0000002072 through 0000002570, totaling \$1,367,861.17.
- II. Warrants: 609 warrants have been issued, dated November 20, 2014 through January 6, 2015, totaling \$35,216,789.11.
- III. Revolving Cash Fund Reimbursements: Three (3) checks have been processed, totaling \$1,392.55.

**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>
RC1750	11/25/14	Taylor Alexio	Payroll	\$ 302.91
RC1751	11/25/14	Philip Bower	Payroll	\$ 739.72
RC1752	12/19/14	Samantha Lopez	Payroll	\$ 349.92

**REVOLVING CASH FUND REIMBURSEMENTS  
A TOTAL OF (3) CHECKS PROCESSED TOTALING \$1392.55**

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

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

<b>Action Item</b>
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**ADMINISTRATIVE RECOMMENDATION**

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

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

NAME	TRAVEL/ CONFERENCE	CITY/STATE	DATES	COST
Emma Turner Board Member	National School Board Association Annual Conference	Nashville, TN	3/20/15 – 3/24/15	Registration: \$ 840 Lodging: \$1000 Transportation: \$ 700 Total: \$2540
Janene Palafox Non-Employee	Social Skills for Building Social Competence in Children & Adolescents	San Diego, CA	2/27/15	Registration: \$ 189 Lodging: \$ 0 Transportation: \$ 0 Total: \$ 189

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** B-3 New Business **Action Item**  
**Authorization to Grant a Right-of-Entry Permit to County of San Diego  
for Reconstruction of a Pedestrian Ramp at Bancroft Elementary School**

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The County of San Diego is planning a sidewalk construction project on Tyler Street and Bancroft Drive in Spring Valley. It will provide a continuous walkway on the north side of the street, from the intersection of Sweetwater Road to the pedestrian crosswalk in front of Bancroft Elementary School. The estimated start date is the summer of 2015. The project will take approximately four months to complete.

This project requires a right-of-entry permit to the County of San Diego for the reconstruction of a pedestrian ramp on the school property at the crosswalk on Bancroft Drive. The attached drawing shows the location and plans for the pedestrian ramp.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be given to grant the attached Right-of-Entry Permit to the County of San Diego for reconstruction of a pedestrian ramp to connect to the crosswalk on Bancroft Drive and utilizing Bancroft Elementary School property for ingress, egress and access to and from Bancroft Drive, as well as other work that is related to the Bancroft Elementary School sidewalk project.

**BANCROFT ELEMENTARY SIDEWALK PROJECT  
RIGHT OF ENTRY PERMIT**

La Mesa Spring Valley School District, ("Grantor"), hereby grants to the County of San Diego, its contractors, subcontractors, employees, consultants, agents, and assigns ("County"), an irrevocable right-to-enter upon Grantor's property described as APN 503-420-10, located at 8805 Tyler Street, Spring Valley, California ("Premises"), in the area delineated in Exhibit "A" attached hereto and by this reference made a part hereof, for the purpose of reconstructing a pedestrian ramp to connect to the cross walk on Bancroft Drive and other work related to the "Bancroft Elementary School Sidewalk Project" ("Project") and utilizing the Premises for ingress, egress and access to and from Bancroft Drive during the performance of the Project.

All work shall be done in a good and workman-like manner and in accordance with current County design standards.

This Permit shall be irrevocable and in effect during the course of construction of the Project, and will expire upon completion of the Project.

It is understood and agreed that upon completion of the construction of the pedestrian ramp, that said pedestrian ramp shall be considered an encroachment under Permit upon the County road and is to be maintained, repaired and operated as such by Grantor, in accordance with and subject to all laws and rules of the County.

Nothing in this Permit shall be construed as a grant to the County of an easement by implication, prescription, or any other operation of law. Grantor represents and warrants that they are the owners of the Premises and have the authority to enter into this Permit.

Grantors: La Mesa Spring Valley School District

By : \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of person authorized to sign on behalf of the La Mesa Spring Valley School District

\_\_\_\_\_  
Printed name of individual authorized to sign on behalf of La Mesa Spring Valley School District

**Name and Daytime phone number** of person to call for questions concerning the property during construction:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

# GENERAL NOTES:

1. EMERGENCY ACCESS MUST BE MAINTAINED
2. ALL CONSTRUCTION MUST BE COMPLETED WITHIN THE SPECIFIED TIME FRAME
3. ALL SERVICE MUST BE MAINTAINED DURING CONSTRUCTION
4. INSTALL ALL PROTECTION FOR EXISTING UTILITIES
5. SET ALL CURBS TO CORNER

California Coordinate System Zone 8  
NAD 83  
State of Georgia

## CONSTRUCTION NOTES:

1. WATER MAINS TO BE RELOCATED BY OTHERS

## BANCROFT ELEMENTARY

STATION	BEARING/ANGLE	RADIUS (FT)	LENGTH (FT)	TYPE
112	300°00'00"	300.00	300.00	C
113	315°15'00"	300.00	300.00	C
114	330°30'00"	300.00	300.00	C
115	345°45'00"	300.00	300.00	C
116	360°00'00"	300.00	300.00	C
117	375°15'00"	300.00	300.00	C
118	390°30'00"	300.00	300.00	C
119	405°45'00"	300.00	300.00	C
120	420°00'00"	300.00	300.00	C
121	435°15'00"	300.00	300.00	C
122	450°30'00"	300.00	300.00	C
123	465°45'00"	300.00	300.00	C
124	480°00'00"	300.00	300.00	C



COUNTY OF SAN DIEGO  
DEPARTMENT OF PUBLIC WORKS  
8800 OVERLAND AVENUE, SAN DIEGO, CA 92123-1820



REVISION	BY	DATE
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BANCROFT ELEMENTARY SIDEWALK PROJECT  
IN THE VICINITY OF SPRING VALLEY

SCALE: PLAN, 1"=30'  
ELEVATION, 1"=4'  
SECTION, 1"=4'

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES



NOTE: SEE DRAWING 15-21E AND 15-21F FOR ADDITIONAL INFORMATION



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** B-4 New Business **Action Item**  
Authorization to Grant a Waiver of AR6153 for Safety Patrol Disneyland Study Trips

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District practice has been to create and have the Board approve a list of common study trip destinations. Examples of destinations that are pre-approved include: The San Diego Zoo, Sea World San Diego, The Chula Vista Olympic Training Center, and Disneyland, California among others. This practice has served the District well in the past and has streamlined the study trip approval process for common destinations.

In Board Policy, Administrative Regulation (AR6153) places a 40-mile limit on any study trip taken by our District Safety Patrol students.

The sponsors of the District Safety Patrols are seeking approval to travel to Disneyland, California on a yet to be determined Saturday in the spring. For this to occur, the Board will need to grant a waiver of AR6153.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board grant a waiver of AR6153 to allow the District Safety Patrol students to travel to Disneyland, California on a yet to be determined Saturday in the spring. All other study trip guidelines and regulations will be followed. Further, it is recommended that the Board direct staff to remove the 40-mile limit from AR 6153 and bring this to the Board for approval with the next set of Board Policy updates.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:**        **B-5 New Business**  
                                 **Resolutions 14-15-09 through 14-15-11, Designating Authorized Agents**  
                                 **and Signatures**

<b>Action Item</b>
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**ROLL CALL VOTE**

Each year the District is required to adopt a series of resolutions designating the District agents authorized to perform certain functions on behalf of the District. Due to the resignation of Lori Wigg and the appointment of David Feliciano to Assistant Superintendent, Business Services, three resolutions are required to be revised to reflect this change.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolutions.

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL  
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION**

La Mesa-Spring Valley School District, San Diego County ON MOTION

OF member \_\_\_\_\_, seconded by member \_\_\_\_\_

effective January 21, 2015 through June 30, 2015.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (*one person only*) to receive mail from the Accounting/Payroll Sections is Robyn Adams.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:  
David Feliciano, Tina Sardina, Christine Levandowski, Emma Puentes, LaShonda Jones, and Victoria Giblin
3. 

	mail	hold	consortium	
Check one	<input type="checkbox"/>	X	<input type="checkbox"/>	Monthly payroll warrants each and every month.
Check one	<input type="checkbox"/>	X	<input type="checkbox"/>	Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on \_\_\_\_\_ by the following vote:  
(date)

AYES: \_\_\_\_\_ MEMBERS

NOES: \_\_\_\_\_ MEMBERS

ABSENT: \_\_\_\_\_ MEMBERS

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

I, Brian Marshall, Secretary to the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Secretary to the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:  
(Rubber Stamp)

David Feliciano \_\_\_\_\_

Robyn Adams \_\_\_\_\_

Tina Sardina \_\_\_\_\_

Christine Levandowski \_\_\_\_\_

Emma Puentes \_\_\_\_\_

LaShonda Jones \_\_\_\_\_

Victoria Giblin \_\_\_\_\_

## PAYMENT ORDER RESOLUTION

La Mesa-Spring Valley School District, San Diego County ON MOTION

OF member \_\_\_\_\_, seconded by member \_\_\_\_\_

effective January 21, 2015 through June 30, 2015.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and are hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Tina Sardina, David Feliciano or Brian Marshall.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person(s):

Tina Sardina, Assistant Superintendent, Human Resources; David Feliciano, Assistant Superintendent, Business Services; or Brian Marshall, Superintendent

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on \_\_\_\_\_ by the following vote:  
(date)

AYES: \_\_\_\_\_ MEMBERS

NOES: \_\_\_\_\_ MEMBERS

ABSENT: \_\_\_\_\_ MEMBERS

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

I, Brian Marshall, Secretary to the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Secretary to the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:  
(Rubber Stamp) Gov Code Sec. 5501

Brian Marshall \_\_\_\_\_

David Feliciano \_\_\_\_\_

Tina Sardina \_\_\_\_\_

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS  
(COMMERCIAL WARRANTS)**

La Mesa-Spring Valley School District, San Diego County ON MOTION

OF member \_\_\_\_\_, seconded by member \_\_\_\_\_  
effective January 21, 2015 through June 30, 2015.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, Brian Marshall, David Feliciano or Robyn Adams be and are hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on \_\_\_\_\_ by the following vote:  
(date)

AYES: \_\_\_\_\_ MEMBERS

NOES: \_\_\_\_\_ MEMBERS

ABSENT: \_\_\_\_\_ MEMBERS

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

I, \_\_\_\_\_, Clerk to the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Clerk to the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:  
(Rubber Stamp)

Brian Marshall \_\_\_\_\_

David Feliciano \_\_\_\_\_

Robyn Adams \_\_\_\_\_

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:**        **B-6 New Business**

<b>Action Item</b>
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**Resolution 14-15-12, Designating Authorized Representative and Alternate for the San Diego Schools Risk Management Joint Powers Authority for Workers' Compensation, Property and Liability or Any Other Risk or Plan Authorized by Law**

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**ROLL CALL VOTE**

Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish insured and self-insured plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan as authorized by law. The District is a member of the San Diego County Schools Risk Management Joint Powers Authority. Due to the resignation of Lori Wigg and the appointment of David Feliciano to Assistant Superintendent, Business Services, a resolution designating an authorized representative and an alternate for the Workers' Compensation and Property and Liability Agreement is being submitted for adoption by the Board to reflect this change.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
RESOLUTION #14-15-12  
RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVES  
TO  
SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS AUTHORITY FOR  
WORKERS' COMPENSATION, PROPERTY & LIABILITY  
OR ANY OTHER RISK OR PLAN AUTHORIZED BY LAW**

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, school districts in the State of California have determined there is a continuing need for insured and self-insured plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law; and

**WHEREAS**, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

**WHEREAS**, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish insured and self-insured plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law;

**WHEREAS**, the La Mesa-Spring Valley School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Risk Management Joint Powers Authority (JPA) and the JPA Agreement requires that the Board of member districts designate and appoint a JPA representative.

**NOW THEREFORE BE IT RESOLVED** that David Feliciano, Assistant Superintendent, Business Services is designated as the authorized representative of the Board of Education of La Mesa-Spring Valley School District, and Tina Sardina, Assistant Superintendent, Human Resources as alternate representative, and are hereby authorized and directed to perform all items pertaining to the interest of the Board of Education as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Joint Powers Authority Agreement.

PASSED AND ADOPTED by the Governing Board of the La Mesa-Spring Valley School District at \_\_\_\_\_ California, on the \_\_\_\_\_ Day of \_\_\_\_\_, 2015, by the following vote:

AYES:\_\_\_\_\_ NOES:\_\_\_\_\_ ABSENT:\_\_\_\_\_ ABSTENTIONS:\_\_\_\_\_

STATE OF CALIFORNIA     )  
  ) SS  
COUNTY OF SAN DIEGO    )

I, \_\_\_\_\_, Clerk of the Governing Board of the  
\_\_\_\_\_ District of \_\_\_\_\_,

California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at the regular meeting hereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

\_\_\_\_\_  
Clerk of the Board



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:**        **B-7 New Business** **Action Item**  
                                 **Resolutions 14-15-13, Designating Authorized Representative and**  
                                 **Alternate for the San Diego Schools Risk Management Fringe Benefits**  
                                 **Agreement**

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**ROLL CALL VOTE**

Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long-term care, prepaid legal, long-term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law. The District is a member of the San Diego County Schools Fringe Benefits Consortium. Due to the resignation of Lori Wigg and the appointment of David Feliciano to Assistant Superintendent, Business Services, a resolution designating an authorized representative and an alternate for the Fringe Benefits Agreement is being submitted for adoption by the Board to reflect this change.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
RESOLUTION #14-15-13  
RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE  
TO  
SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM  
FOR FRINGE BENEFITS PROGRAMS**

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, school districts in the State of California have determined there is a continuing need for insured and self-insured plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

**WHEREAS**, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

**WHEREAS**, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

**WHEREAS**, the La Mesa-Spring Valley School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium (FBC) and the FBC Agreement requires that the Board of member districts designate and appoint an FBC representative.

**NOW THEREFORE BE IT RESOLVED** that David Feliciano, Assistant Superintendent, Business Services is designated as the authorized representative(s) of the Board of Education of La Mesa-Spring Valley School District, and Brian Marshall, Superintendent as alternate representative, and are hereby authorized and directed to perform all items pertaining to the interest of the Board of Education as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

PASSED AND ADOPTED by the Governing Board of the La Mesa-Spring Valley School District at \_\_\_\_\_ California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES:\_\_\_\_\_ NOES:\_\_\_\_\_ ABSENT:\_\_\_\_\_ ABSTENTIONS:\_\_\_\_\_

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF SAN DIEGO    )

I, \_\_\_\_\_, Clerk of the Governing Board of the  
\_\_\_\_\_ District of \_\_\_\_\_

California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held at the time and place stated, which resolution is on file and of record in the office of said Board.

\_\_\_\_\_  
Clerk of the Board

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** B-8 New Business  
Authorization to Enter into an Agreement with Global Disposal, Inc.

<b>Action Item</b>
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Global Disposal, Inc. is a waste consulting company that provides an extensive audit of waste disposal services and in-depth consumption analysis in order to negotiate lower rates and reduce expenses related to disposal services. The cost of the service is 50% of the quantifiable reductions in disposal expenses on a monthly basis. The agreement is for a period of 36 months, so long as a minimum of 10% savings is obtained monthly. The District incurs no costs if Global Disposal is unable to achieve a reduction in waste disposal costs.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the attached agreement with Global Disposal, Inc.

## Solid Waste/Recycling Cost Reduction Service Agreement

Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_

I. **PURPOSE:** The undersigned, "Client," hereby engages the services of GDRS Consulting, Inc., Consultant, for the purpose of analyzing and advising the Client with regard to reducing and minimizing expenses related to Client's waste and recycling program(s).

II. **SCOPE OF WORK:** Consultant will evaluate Client's current waste and recycling programs and will examine relevant contracts and expenses incurred in these areas to determine how to reduce the Client's waste/recycling charges, including, but not limited to overcharges which may now exist or have existed in the past. Consultant will prepare necessary documentation and is authorized by the client to negotiate with the proper companies to correct overcharges and obtain refunds and/or credits for past overcharges. Further, Consultant will propose methods to reduce future waste and recycling expenses. Client authorizes Consultant to:

- a. Collect information relating to Client's current waste and recycling programs and associated expenses;
- b. Analyze collected information and develop recommendations designed to reduce future waste and recycling expenses;
- c. Present recommendations along with the expected savings to Client for review and approval;
- d. Implement approved recommendations at Client locations; and
- e. Provide ongoing monthly reports quantifying the savings generated.

All information received and the terms of this Agreement shall be held completely confidential by both Parties.

III. **10% SAVINGS GUARANTEE:** If upon presentation of recommendations, Consultant has not produced savings of at least ten percent (10%), Client reserves the right to cancel this agreement with written notice. Should Client cancel this agreement under the terms of this section, Client agrees not to implement savings recommendations suggested by Consultant.

IV. **ONGOING SERVICES:** During the term of this Agreement, Consultant shall:

- a. Examine Client's waste and recycling invoices and receipts for future errors and overcharges and make necessary corrections on behalf of Client. Said corrections will not be subject to compensation to Consultant as defined in paragraph V below;
- b. Assist Client in the resolution of vendor-related service issues which may arise at Client's locations;
- c. Evaluate the accuracy and validity of any and all vendor price increases;
- d. Provide recommended language for, and negotiate new waste and recycling vendor service agreements on behalf of Client when applicable; and;
- e. Provide Client a monthly savings report detailing the actual monthly savings achieved (per location) through the implementation of Consultant's recommendations;

V. **CONSULTANT COMPENSATION (REFUNDS):** Client agrees to pay Consultant fifty percent (50%) of all refunds and/or credits secured by Consultant on behalf of Client due to past waste and recycling billing errors and overcharges identified by the Consultant. Payment shall be due within thirty (30) days from the date the credit first appears on Client's billing, or upon receipt of a refund.

Direct: (866) 752-3710 • Fax: (866) 780-8754 • 5694 Mission Center Rd #470 San Diego, CA 92108  
www.globaldisposal.com

VI. CONSULTANT'S COMPENSATION (FUTURE BILLING REDUCTIONS): The initial term of this Agreement is for twelve (12) months with a performance rollover. If Consultant affects a reduction in Client's future waste and or recycling expenses through the implementation of Consultants recommendations (as more fully defined in paragraph II above), Client agrees to pay Consultant fifty percent (50%) of these quantifiable reductions on a monthly basis for a period of twelve (12) months beginning with the month that Client first realizes the savings and payable monthly thereafter. If at the end of the twelfth (12<sup>th</sup>) month, the Clients is still savings (minimum of 10%) the contract will continue for an additional twenty four (24) months. The contract will not continue further than thirty six (36) months total. If a reduction cannot be achieved, then no fees shall be due to Consultant under this section. Either party may terminate the agreement by giving written notice after the initial twelve (12) months if 10% savings guarantee is not obtained (section III). If 10% savings is being obtained and contract is terminated after initial twelve months (12) months, Consultants recommendations cannot be used.

VII. PROPRIETARY WORK PRODUCT: Client agrees that all reports, analysis, and recommendations and opportunities identified by Consultant for Client are considered Consultant's "Confidential and Proprietary Work Product" and may not be implemented by Client at any Client facility unless CONSULTANT is compensated as set forth in paragraphs V and VI of this Agreement.

IX. ENTIRE AGREEMENT: This Agreement represents the entire understanding between the Parties and may only be amended in writing by mutual consent of the Parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Parties agree to submit to the exclusive jurisdiction and venue to the state or federal courts in the State of California to resolve any disputes or disagreements that may arise under any provision of this Agreement.

X. ATTORNEY'S FEES: In the event of any action or proceeding between the parties hereto in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in connection therewith.

XI. INTEREST: Interest at the rate of one and one half (1 ½%) percent per month shall be due on any payments not timely under this Agreement.

XIV. PARTIES: The undersigned warrant, covenant and represent that each of them is the agent of and has authority to execute and bind their principals to the terms of this Agreement if any such signatory is not a principal executing this Agreement for him or herself.

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Consultant

CLIENT

BY: (Signature) \_\_\_\_\_

BY: (Signature) \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: Consultant, GDRS Consulting, Inc.

TITLE: \_\_\_\_\_

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**January 20, 2015**

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

**ITEM NUMBER:** B-9 New Business

**Action Item**

**Acceptance of a Neighborhood Reinvestment Program Award and  
Authorization to Enter into a Program Grant Agreement between the  
County of San Diego and La Mesa-Spring Valley School District**

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Thanks to the recommendation from Supervisor Dianne Jacob, the San Diego County Board of Supervisors approved a Neighborhood Reinvestment Program Award of \$120,000 to resurface the football/soccer field at La Presa Middle School. In order to receive this award, the District is required to enter into the attached agreement with the County of San Diego. The agreement specifies the District's responsibilities with respect to the appropriate use and accounting procedures associated with grant funds.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept the Neighborhood Reinvestment Program Award with thanks; and authorize the District to enter into a Program Grant Agreement with the County of San Diego to resurface the football/soccer field at La Presa Middle School.

County office use only

P – 1001838  
O – 15655  
E – 53664  
T – 007  
A – 100123  
Supplier # – 1128753

**NEIGHBORHOOD REINVESTMENT PROGRAM  
GRANT AGREEMENT BETWEEN  
THE COUNTY OF SAN DIEGO  
AND La Mesa-Spring Valley School District**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and La Mesa-Spring Valley School District, a Non-Profit California Corporation (Grantee), on \_\_\_\_\_ with an effective date of 01/31/2015.

WHEREAS, the County wishes to reinvest taxpayer funds in the community to benefit the public by providing grant funds to community-based organizations that assist in meeting the social, cultural and recreational needs of County residents; and

WHEREAS, the Board of Supervisors may allocate grant funding for purchases, programs or events that will occur either subsequent to the Board's action to approve the grant or that have occurred prior to the Board's approval date; and

WHEREAS, on 12/02/2014 (25), the Board of Supervisors allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay to Grantee an amount of **\$120,000.00**. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely for the following purpose: **towards the resurfacing of the football/soccer field at La Presa Middle School.**
3. **Term of Agreement.** The term of this Agreement shall be for 13 months starting on the effective date as specified above.
4. **Deadline for Use of Grant Funds and Documentation of Expenditures.**
  - (a) Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 2 within 12 months of the effective date of this Agreement as specified above.
  - (b) Grantee shall complete the Documentation of Grant Expenditures form provided by the County's administrator, setting forth Grantee's total actual expenditures of the grant funds provided under this Agreement. Grantee shall submit this completed form and the related documentation including, but not limited to, invoices/receipts, credit card statements, check stubs, check copies, copy of canceled checks, copy of bank statements, etc. to the County's administrator promptly after spending the grant funds, but in no event later than 30 days after the end of the Term of Agreement specified above. If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation before the end of the extended Term. If County's administrator requests additional information regarding Grantee's expenditure of the grant funds, Grantee shall promptly submit the requested information to County's administrator.
  - (c) If after reviewing Grantee's expenditure documentation, the County's administrator:
    - (i) determines that the Grantee failed to spend all of the grant funds;
    - (ii) disallows any expenditure by Grantee; or
    - (iii) determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement;



Grantee shall refund to the County the amount specified by the County's administrator. Grantee shall make this refund within fifteen (15) business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.

- (d) **If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement.** Within fifteen (15) business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator. Grantee's failure to comply with this refund requirement shall constitute a material breach of this Agreement.
- (e) Expenditures incurred by the Grantee prior to the effective date of this Agreement for the purpose specified in Paragraph 2 are not eligible expenditures under Subparagraph (b) above.
- (f) If Grantee fails to use all grant funds as specified in Paragraph 2 above before the deadline specified in Subparagraph (a) above, Grantee may request an extension of the Term. Grantee shall make any such request in writing at least two weeks before the deadline specified in Subparagraph (a) above. Grantee and the County's administrator may agree in writing to extend the Term of Agreement to allow Grantee additional time to spend the grant funds for the purpose specified in Paragraph 2.

**5. Restrictions on Use of Grant Funds.**

- (a) Grant funds shall not be used for any purposes prohibited by laws governing the use of public funds, including but not limited to, religious, political campaigning, or purely private purposes or activities.
- (b) Any Grantee that provides or participates in any activity for which public funds may not be used, such as religious activities, shall inform the County of this activity prior to accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the agreement are used to support in any manner said activity.
- (c) Grantee shall not spend any part of the grant amount on the fund raising activities.
- (d) Grantee shall not spend any part of the grant amount on food or beverages.
- (e) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source. Grantee's failure to comply with this requirement shall constitute a material breach of this Agreement.
- (f) Grantee shall not donate any portion of this Grant to a third party.
- (g) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.

**6. Administrator of Agreement.** The Office of Financial Planning, under the Chief Financial Officer, shall administer this Agreement on behalf of the County, and **Michael Allmann** at (619) 668-5720 shall administer it on behalf of Grantee.

**7. Notice.** All communications from Grantee to the County shall be sent to the Chief Financial Officer as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County:     Chief Financial Officer  
              Office of Financial Planning

County of San Diego  
1600 Pacific Highway Room 352  
San Diego, CA 92101

Grantee: La Mesa-Spring Valley School District  
La Mesa-Spring Valley School District  
4750 Date Avenue  
La Mesa, CA 91941

8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records should be made available for examination within San Diego County. Grantee shall maintain such records in an accessible location and condition for a period of not less than four years following Grantee's submission of the Documentation of Grant Expenditures report under this Agreement unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within fifteen (15) business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures made in conformance with this agreement, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.

13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Insurance.** Grantee shall maintain insurance against claims or injuries to person or damages to property that may arise from or in connection with the use of the grant funds by Grantee, its agents, representatives, employees, volunteers or subcontractors. The cost of such insurance shall be borne by Grantee and coverage limits shall be a minimum of \$1,000,000 General Liability per occurrence/\$1,000,000 aggregate for operations, products and completed operations for bodily injury, personal injury and property damage; \$500,000 Automobile Liability per accident for bodily injury and property damage; and Workers' Compensation and Employers Liability Insurance as required by the California Labor Code. County shall retain the right at any time to review the coverage and amount of insurance required.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** To the fullest extent permitted by law, County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retention's, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of grant funds and/or Grantee's use of grant funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.
18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.

22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
23. **Corporation Qualified to Do Business in California.** If Grantee is a California corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.
24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above or the termination of this Agreement under Paragraphs 6, 7, or 8 above.
25. **Remedies.** The rights and remedies in this Agreement are in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
26. **Recognition.** If Grantee chooses to give written recognition of this grant, Grantee shall recognize the County of San Diego and not one or more individual County Supervisors.

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: \_\_\_\_\_

Chief Financial Officer  
or Designated Representative

Ebony N. Shelton, Director  
Office of Financial Planning

1.

By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

2.

By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

[Note: if Grantee is a California non-profit corporation, provide 1 signature from **each** of the following 2 groups:

- (1) Executive Group: President, Vice-President or Chairman of the Board; and
  - (2) Management Group: Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.]
- (Corp. Code § 5214.)

Return This Agreement

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** LS-1 New Business  
Acceptance of Gift – Lemon Avenue Elementary School

<b>Action Item</b>
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La Mesa National Little League would like to donate an electronic scoreboard valued at \$1,500.00 to Lemon Avenue Elementary School.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept this gift with thanks.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** LS-2 New Business  
Approval of School Accountability Report Cards

<b>Action Item</b>
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Proposition 98 requires each school in California to issue an annual School Accountability Report Card (SARC). Learning Support has prepared SARCs for all schools based on data provided by the State and input from each school.

The State template was used to create each school's Accountability Report Card. The template requires data from the 2011-12, 2012-13, 2013-14 and 2014-15 school years. Following Board approval this report will be available on the District's website, and schools will notify parents they may receive a printed copy of the report upon request. A Spanish translation will be available for schools with a Spanish-speaking population of 15% or higher.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the enclosed School Accountability Report Cards.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** LS-3 New Business  
Authorization to Administer the California Healthy Kids Survey

<b>Action Item</b>
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The California Healthy Kids Survey (CHKS) is the largest statewide survey of resiliency, protective factors and risk behaviors in the nation. Across California the CHKS has led to a better understanding of the relationship between students' health behaviors and academic performance and is frequently cited by state policymakers and the media as a critical component of school improvement efforts to help guide the development of more effective health, prevention and youth development programs.

The CKHS is a tool for use in seventh grade. The survey can help schools and districts accurately identify areas of student and school strengths and weaknesses and address related needs. It provides a comprehensive, data-driven, decision-making process to guide efforts to improve school climate, learning supports and engagement. The CKHS is administered every other year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board authorize the administration of the California Healthy Kids Survey for the 2014-15 school year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** LS-4 New Business

<b>Action Item</b>
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**Authorization to Enter into an Amended Consultant Agreement with San Diego Youth Services to Implement the Prevention/Early Intervention Grant Award**

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In March 2010 the District, in collaboration with San Diego Youth Services (SDYS), was awarded a Prevention and Early Intervention (PEI) grant under Proposition 69 providing support for students and their families. At that time the Board approved a Memorandum of Understanding (MOU) with SDYS.

The attached amendment to the original MOU describes a change to the billing process effective July 1, 2014 through June 30, 2015.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into an amended Consultant Agreement with San Diego Youth Services for the 2014-15 school year.



**Exhibit A – Consultant Agreement  
Amendment 1 for FY 2014/2015**

To La Mesa Spring Valley School District ("LMSVSD"): Pursuant to the subcontract changes clause, you are directed to make the changes described herein to the Consultant Agreement or to the following described work not included in the previous agreed on Statement of Work.

**Title of Program: East County Prevention & Early Intervention (PEI) Program**

**Effective Date:** January 1, 2015

**Description of Contract Change(s) and/or Work to Be Done:**

**Section 2: Compensation**

**Adds the following language:**

For the services provided by Consultant at the request of SDYS hereunder, SDYS shall pay Consultant at maximum \$100,000.00 for the subcontracted year at a maximum hourly rate of \$80.00 per hour. Consultant agrees to document all applicable services. Consultant will submit invoices which will include a summary of hours spent by Consultant related to this Agreement for approval to SDYS by the fifth day of the month following each month in which services are provided hereunder. SDYS shall promptly notify Consultant if there are any problems with an invoice. Invoices will be paid within 45 days after approval by SDYS. It is understood and agreed that Consultant's invoiced fees will represent the total amount due Consultant for the performance of services hereunder. Invoices are to be delivered to:

San Diego Youth Services  
3255 Wing Street  
San Diego, CA 92110  
Attention: Renata Cameron

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, CONSULTANT and SDYS have executed this Amendment effective as of the date first set forth above.

We, the undersigned CONSULTANT, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified. The contract term remains the same, effective July 1, 2014 to June 31, 2015.

Contract time for completion and total contract amount remains unchanged.

La Mesa Spring Valley School District FEIN/SSN:

San Diego Youth Services

By: \_\_\_\_\_  
Brian Marshall, Superintendent

By: \_\_\_\_\_  
Walter Philips, Chief Executive Officer

Date: \_\_\_\_\_  
Revised by SDYS 12/1/14

Date: \_\_\_\_\_

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** LS-5 New Business  
Acceptance of Uniform Complaint Quarterly Report

<b>Action Item</b>
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As previously reported, the Williams Settlement required each school district to revise its Uniform Complaint Procedures by January 1, 2005 to include issues related to instructional materials, emergency facilities, and teacher vacancies and misassignments.

Beginning with the quarter ending March 31, 2005, each district must submit a quarterly report to the San Diego County Office of Education (SDCOE) indicating the number of complaints in each area that have been received, resolved, and unresolved. The report must be publicly reported on a quarterly basis at a regularly scheduled meeting of the district's governing board.

**ADMINISTRATIVE RECOMMENDATION**

Acceptance is requested for the attached Quarterly Complaint Report Summary for the quarter ending December 31, 2014.

**Williams Settlement Legislation**

**Quarterly Uniform Complaint Report Summary**

**For submission to School District Governing Board and County Office of Education**

District Name: La Mesa – Spring Valley School District

Quarter covered by this report: October 1, 2014 – December 31, 2014

Please fill in the following table. Enter 0 in any cell that does not apply.

	<b>Number of complaints received in quarter</b>	<b>Number of complaints resolved</b>	<b>Number of complaints unresolved</b>
<b>Instructional Materials</b>	0	0	0
<b>Facilities</b>	0	0	0
<b>Teacher Vacancy and Misassignment</b>	0	0	0
<b>Totals</b>	0	0	0

Submitted by: Karen Walker, Ed.D.

Title: Assistant Superintendent, Learning Support

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

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

**ITEM NUMBER:** LS-6 New Business

**Action Item**

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

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The Californian, Star of India, and Voyage of Hope 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. 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 <sup>th</sup>	2/18/15	2/19/15
	2/19/15	2/20/15
	2/26/15	2/27/15
Highlands/5 <sup>th</sup>	6/3/15	6/4/15
Lemon Ave. /4 <sup>th</sup>	2/26/15	2/27/15
	3/4/15	3/5/15
Murdock/5 <sup>th</sup> & 5 <sup>th</sup> /6 <sup>th</sup>	2/5/15	2/6/15
	3/12/15	3/13/15
	5/21/15	5/22/15
Northmont/5 <sup>th</sup>	5/27/15	5/28/15
Sweetwater Springs/5 <sup>th</sup>	3/23/15	3/24/15
	3/25/15	3/26/15
	4/23/15	4/24/15

The participation fee is \$68.00 - \$98.00 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 on the Californian, Star of India and Voyage of Hope.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

**PREPARED BY:** Karen Walker  
Assistant Superintendent, Learning Support

**ITEM NUMBER:** LS-7 New Business

**Action Item**

**Authorization to Enter into Expanded Special Education Master  
Contracts with Aseltine School and Springall Academy for the 2014-15  
School Year**

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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.

Previously authorization was granted to enter into a special education master contract for the 2014-15 school year with Aseltine School, a nonpublic school, in a not-to-exceed amount of \$80,000.00. Authorization was granted at the November 5<sup>th</sup> Board meeting to enter into an expanded master contract in a not-to-exceed amount of \$40,000.00. Due to the enrollment of a new student it is necessary to again expand the contract in a not-to-exceed amount of \$40,000.00.

Authorization was granted at the July 1<sup>st</sup> Board meeting to enter into a special education master contract for the 2014-15 school year with Springall Academy, a nonpublic school, in a not-to-exceed amount of \$150,000. Due to the enrollment of a new student it is necessary to expand the contract in a not-to-exceed amount of \$30,000.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/15	\$ 1,264,000.00
Aseltine School	Not-to-exceed \$ 40,000.00
Springall Academy	Not-to-exceed \$ 30,000.00
Total encumbered cost for all nonpublic schools/agencies	\$ 1,334,000.00

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into an expanded special education master contract with Aseltine School and Springall Academy for the 2014-15 school year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

**PREPARED BY:** Tina Sardina  
Assistant Superintendent, Human Resources

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

<b>Action Item</b>
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The Human Resources recommendations which are attached for consideration at the January 20, 2015, Board of Education meeting are standard.

**ADMINISTRATIVE RECOMMENDATION**

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

1. Standard Human Resources Recommendations – January 20, 2015

**CERTIFICATED:**

Approval of Contract:

Effective:

Alexio, Taylor F.	Teacher (temporary)	III-1	01/05/15 – 06/19/15
Garls, Monica L.	Resource Specialist (probationary)	VI-1	*12/15/14
Greene, Linda L.	Teacher, EAK (temporary)	VI-11	01/05/15 – 06/19/15
Makielski, Heather A.	Teacher, EAK (temporary)	IV-1	01/05/15 – 06/19/15
Ninteman, Robin M.	Teacher, EAK (temporary)	IV-1	01/05/15 – 06/19/15

\*Adjustment to contract start date

Approval of Adjustment of Initial Salary Placement:

Carpenter, Kelly R.	From: IV-1	To: V-4	12/01/14
Frangos, Eleni M.	From: VI-1	To: VI-9	08/11/14
Garls, Monica L.	From: VI-1	To: VI-4	12/15/14
Hawthorne, Mirna	From: IV-1	To: IV-6	09/02/14
Mehl, Sandra M.	From: VI-4	To: VI-7	11/03/14
Van Rossum, Amy A.	From: IV-1	To: IV-3	09/08/14

Approval of Change of Classification:

Gideon, Monica D.	From: V-9	To: VI-9	01/01/15
StCyr, Amy L.	From: IV-7	To: V-7	12/01/14

**CLASSIFIED:**

Approval of Employment – Merit System:

Aguilera Jr., Jose A.	Gardener	38-A	01/08/15
Gonzalez, Sylvia	Child Nutrition Worker I	9-A	12/08/14
Keith, Jill S.	Paraprofessional – Special Education	21-A	12/04/14
Mercado, Victor S.	School Bus Driver	42-A	12/04/14
Murphy, Hura D.	School Bus Attendant	18-A	12/16/14
Sebro, Tatjana A.	School Bus Attendant	18-A	12/17/14
Sterling, Amber M.	Licensed Vocational Nurse	56-A	12/01/14
Warner, Dawn M.	School Bus Attendant	18-E	12/18/14

Approval of Termination of Employment – Merit System:

Garcia, Elvia R.	Paraprofessional – Special Education (resigned)	21-B	12/19/14
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Approval of Employment:

Collins Jr., Eric	Extended School Services Attendant	\$10.33/hr	12/15/14
Fink, Alexandra M.	Extended School Services Assistant Leader	\$13.59/hr	01/14/15
Flood, Dominique S.	Extended School Services Attendant	\$10.33/hr	12/04/14
Gonzalez, Laura I.	Extended School Services Attendant	\$10.33/hr	12/11/14
Guion, Rachel Anne P.	Student Helper	\$10.31/hr	01/06/15
Hernandez, Alan	Extended School Services Attendant	\$10.33/hr	12/03/14

Hernandez, Jessieca	Extended School Services Attendant	\$10.33/hr	12/15/14
Miller, Patrick T.	Extended School Services Attendant	\$10.33/hr	12/11/14
Rivas, Yessica	Student Helper	\$10.31/hr	12/01/14
Rubio, Adriana	Extended School Services Attendant	\$10.33/hr	01/08/15
Sharrieff, Elijah S.	Extended School Services Attendant	\$10.33/hr	12/11/14
Villalpando, Alan	Extended School Services Attendant	\$10.33/hr	12/11/14

Approval of Termination of Employment:

Chapman, Katy J.	Playground Attendant (employment elsewhere)		09/30/14
De La Hoya, Briseida S.	Extended School Services Attendant (further education)		12/15/14
Ferreira, Lindsey M.	Extended School Services Attendant (end of temporary assignment)		12/01/14
Harmer, Michael G.	Extended School Services Attendant (further education)		11/14/14
Jones, Janae	Extended School Services Attendant (employment elsewhere)		11/14/14
Lopez Romero, Nancy N.	Extended School Services Attendant (resigned)		11/19/14
Meek, Carolyn M.	Playground Attendant (resigned)		06/13/14
Nieves, Ana M.	Extended School Services Attendant (employment elsewhere)		12/04/14
Nocon, Madison N.	Extended School Services Attendant (employment elsewhere)		11/21/14
Patrias Duenas, Tianna A.	Extended School Services Attendant (end of temporary assignment)		12/01/14
Payne, Carrie A.	Student Helper (employment elsewhere)		11/20/14
Petruzzo, Breanna A.	Extended School Services Attendant (employment elsewhere)		11/10/14
Skinner, Alexandra R.	Student Helper (resigned)		11/12/14

Approval of Change of Classification:

Geissler, Gary L.	From: School Bus Attendant	18-A	12/08/14
	To: School Bus Driver	42-A	
Ibarra, Cesar	From: Custodian	26-F	12/19/14
	To: Senior Custodian	39-E	
Knapp, Tania C.	From: Paraprofessional – Preschool	14-F	01/14/15
	To: Paraprofessional – Special Education	21-F+	
Taylor, Kymberlee A.	From: School Bus Attendant	18-B	12/05/14
	To: School Bus Driver	42-A	

Approval of Placement on 39-Month Reemployment List:

Blackman, Paul D.	Custodian (exhausted all leave)	26-F	12/16/14
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**CONSULTANT:**

Organization/Name	Site/Department	NTE	Effective
H.M. Pitt Labs, Inc.	Maintenance	\$11,900	12/12/14 – 04/30/15
PT in Motion/K. Parsley	Special Education	\$300	10/01/14 – 06/30/15

**LECTURER/PRESENTER:**

Organization/Name	Site/Department	NTE	Effective
Amazing School Assemblies/J. Abrams	Northmont	\$550	01/23/15
Joan Kroc Center	Rolando	N/A	12/11/14, 01/08/15 02/05/15, 03/05/15
Literacy Comes to Life/S. Wein	Fletcher Hills	\$695	02/12/15
Razzle Bam Boom/O. Thomas	Murray Manor	\$1,145	01/09/15
Safetynet/SD Police Foundation	Bancroft	\$300	02/26/15



San Diego Symphony/G. Campbell

Casa de Oro

N/A

12/17/14 – 06/19/15

**SHORT-TERM EMPLOYMENT:**

Organization/Name	Site/Department	NTE	Effective
Paterson, Patricia	Learning Support	\$10,000	11/01/14 – 06/30/15

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

**PREPARED BY:** Tina Sardina  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-2 Human Resources Recommendations **Action Item**  
Authorization to Enter into an Agreement with East Carolina University

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

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board grant authorization to enter into the attached Agreement with East Carolina University.

AGREEMENT BETWEEN  
EAST CAROLINA UNIVERSITY  
AND  
LA MESA-SPRING VALLEY SCHOOL DISTRICT

This agreement made this **December 8, 2014** and between **EAST CAROLINA UNIVERSITY**, (hereinafter referred to as “**University**” and **LA MESA-SPRING VALLEY SCHOOL DISTRICT** (hereinafter “**Facility**”).

**W I T N E S S E T H**

WHEREAS, the University desires to provide the Facility with students enrolled in the **COMMUNICATION SCIENCES AND DISORDERS** program for the purpose of enhancing the student’s clinical training and professional growth and development;

WHEREAS, the Facility desires to participate in the student clinical education efforts of the University, Department of **COMMUNICATION SCIENCES AND DISORDERS** and thereby, foster the clinical training and professional growth and development of the student affiliate;

NOW THEREFORE, in consideration of these mutual interests, the University and Facility agree to the following.

ARTICLE I

The University and the Facility shall:

1. Establish the number of students, hours and days of their involvement per week and the inclusion dates of the affiliation period(s) through mutual scheduling agreement between the college/school and the Facility on a timely basis.
2. Provide an overall clinical education program, based upon the stated objectives and level of didactic education at the time of affiliation, within the resources available at the Facility.
3. Mutually agree that if either the student's performance relative to the quality of patient care or the student's level of learning experience is unacceptable to the Facility, appropriate corrective action will be determined by designated representatives from the University and the Facility. Further, when a student has a complaint which cannot be resolved to his or her satisfaction, a conference will be held by the said representatives to determine appropriate corrective action. In all cases the student should be given an opportunity to express his position concerning the issue. It is further recognized and agreed that the Facility may take immediate action, up to and including suspension of the student affiliation, if the Facility deems the student’s continued presence to represent a danger to the Facility’s clients, and staff, or a disruption of the Facility’s operation.
4. Cooperate in long and short term planning necessary to promote a high quality clinical education experience at the Facility for students enrolled in the **COMMUNICATION SCIENCES AND DISORDERS** program of the University.

5. Mutually establish in advance the number of students eligible to participate in the clinical education program at the Facility and the length of the clinical experience.

6. Agree and understand that the education and the training activities performed by the student under supervision of the Facility's employees does not qualify the student as an employee or agent of the Facility.

## ARTICLE II

The University shall:

1. Assume full responsibility for curriculum design, quality of students enrolled, maintenance of records and reports, the acceptance, promotion and dismissal of students, the awarding of degrees and have complete jurisdiction over all matters related to the academic conduct of the student.

2. Educate the student(s) about blood borne pathogens and the Center for Disease Control Universal Precautions as required by OSHA.

3. Provide objectives for the clinical education period(s), evaluation and other pertinent forms, and an outline of current academic curricula pertinent to the affiliation.

4. Require student(s) to maintain pertinent records and forms it provides.

5. Advise the students of the need to conform to appropriate rules and policies as stated in the orientation provided them by the "Facility's Department", including provision of drivers license, signature on confidentiality and identification forms and other materials required by the facility (see also article II #3&4).

6. Covering all University faculty and students to participate in the clinical program and such coverage shall be primary. The University will provide the Facility with a certificate of insurance evidencing professional liability insurance in the minimum amount of two million dollars for each occurrence.

7. Provide the Facility with appropriate information on the student affiliate including professional liability and health examination certificate provided that the student has authorized the release of the health examination certificate and other information requested by the facility.

8. Provide time and expense funds for the Clinical Education Coordinator or her/his representative to attend conferences and make visits in connection with the clinical education program.

9. Advise students of their responsibility to either obtain Hepatitis B vaccination or option to waive the vaccination.

10. Provide, upon Facility request, verification of the Hepatitis B vaccination status of the student affiliate.

### ARTICLE III

The Facility shall:

1. Provide adequate space, equipment, records, instruction/supervision and caseload needed for an optimum clinical education experience.

2. Provide a planned program of learning experience appropriate to the stated clinical education objectives of the University.

3. Provide the students, prior to the beginning of their affiliation, a written orientation to its policy and procedures; with comment on expected appearance and conduct.

4. Require students to maintain pertinent records and forms provided by the Facility and respect the confidential nature of the contents.

5. Provide reasonable notification to the University of changes in Facility rules, policy, caseload, staff or staffing patterns which may or does affect the student's clinical experience.

6. Provide as a clinical supervisor, an **COMMUNICATION SCIENCES AND DISORDERS** Therapist(s) who meets state licensure requirements established by the University and is mutually acceptable to both departments.

7. Complete evaluation and other pertinent forms provided by the University.

8. Provide time for a supervising **COMMUNICATION SCIENCES AND DISORDERS** therapist or his representative to confer with university staff and student in connection with the clinical education program.

9. Complete a center questionnaire, provided by the college/school which includes information about living accommodations, stipends, meals and parking if available and whether such maintenance assistance is free or at cost to the student.

10. Not discriminate against any University student on the basis of race, color, sex, creed, age, or national origin.

## ARTICLE IV

The University and Facility agree:

1. Independent Contractor Clause. This Agreement does not create the relationship of the University and/or its agents as employees, agents, or legal representatives of the Facility for any purpose whatsoever, it being the intent of the parties hereto to create the relationship with the University and/or its agents as an independent contractor for whose actions or failure to act the Facility shall not be responsible.
2. Evaluations. Students performance will be evaluated by the faculty supervisor who will consult with all other providers who have worked with the resident. The University shall withdraw any student from the clinical experience to which this Agreement relates upon receiving written notification from the Facility to the effect that the student's performance in the clinical program is in violation of the policies, procedures, protocols, or other conditions which apply at the Facility or that there exist other reasonable causes why withdrawal is necessary. Prior to withdrawal from the clinical program, the student will be provided with notification concerning the proposed withdrawal and the basis therefor and shall be afforded an opportunity to respond to the notification. Such notification and response may be given verbally.
3. Liability. The University on its behalf accepts responsibility for its tortious acts to the extent allowed under the North Carolina Tort Claims Act, as set forth in Article 31 of the North Carolina General Statutes, and accepts responsibility for any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to its own negligence or the negligence of its agents or employees while in the performance of their duties or assignments pursuant to this Agreement to the extent permitted by law, except that the University does not agree to hold harmless the Facility from any claims which may have resulted from error or omission by the Facility and/or its agents or employees.
4. OBRA Compliance. It is understood that pursuant to Section 952 of Public Law 96-499, as a condition for reimbursement for costs incurred under this Agreement, the Facility hereby agrees, that they will retain, and make available upon request of the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, all books, documents and records necessary to verify the nature and extent of the costs of the services provided under this contract, and that such records will be retained and held available by said the Facility for such inspection until the expiration of four years after the services are furnished to the facility, and will obtain a similar agreement from any sub-contractor it engages to perform on his or her behalf.
5. Fraud and Abuse. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder the Facility's ability to obtain reimbursement from Medicare/Medicaid due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement shall terminate immediately.

6. Change in Law. It is the intention of the parties to comply with Medicare laws and regulations in all respects. The parties acknowledge that legislation or regulations may be enacted, or other changes in the law may occur, which may affect the terms of this Agreement. In the event such a change in law occurs which effectively renders such agreements unlawful or which may negatively impact the Facility or subject it to liability or exclusion from participation in the Medicare or Medicaid program as a result of this Agreement or any term herein, either party may by written notice propose a restructuring of this Agreement. If such notice is given and the parties are unable within thirty days thereafter to reach an agreement with respect to a restructuring of this Agreement, either party may terminate this Agreement by providing at least fifteen days written notice to the other. In the event of a termination as provided herein, the parties shall have no further obligations to each other under this Agreement, except as provided in Article III.A.

7. Entirety Clause. This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understanding between the parties hereto relating to the subject matter of this agreement.

8. Alteration. No supplement, modification, or amendment of the terms of this Agreement shall be binding or enforceable unless executed in writing by the parties to this Agreement. This Agreement is subject to annual review by the parties with a view toward modifying the Agreement, when necessary, on the basis of prior experience under the Agreement.

9. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

10. Waiver Clause. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision. Furthermore, no waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances, shall be deemed to be, or shall constitute, a waiver of and other provision, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

11. Assignment. This Agreement shall not be assignable by either party without express, written consent of the other.

12. Notice. Any notice required or permitted to be given hereunder shall be in writing and shall, be deemed to have been given when delivered personally or three (3) days after being mailed to the following addresses:

**Affiliating Agency**

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

**University**

Dr. Garris Conner  
Student Learning Contracts Officer  
4205H Health Sciences Building  
Greenville, North Carolina 27858-4353

13. Contract Period. This Agreement becomes effective upon its execution and continuing until **December 31, 2017**. Thereafter, this agreement may be renewed annually in writing.

14. Termination. Any party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days notice in writing to the other party, except that this Agreement will remain in full force and effect for any changes incurred prior to the date of termination.

IN WITNESS WHEREOF, the parties have executed this contract on this day and year first above written.

**EAST CAROLINA UNIVERSITY  
DIVISION OF HEALTH SCIENCES**

By: \_\_\_\_\_  
Phyllis N. Horns, PhD, RN, FAAN  
Vice Chancellor for Health Sciences

Date: \_\_\_\_\_

**LA MESA-SPRING VALLEY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Tina Sardina  
Assistant Superintendent, Human Resources

Date: \_\_\_\_\_



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

**PREPARED BY:** Tina Sardina  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-3 Human Resources Recommendations **Action Item**  
**Approval of Salary Placement for Library and Learning Resources  
Technician Classification at Range 37 (\$31,431 Step A to \$40,012 Step F)**

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In 2008, the La Mesa-Spring Valley Personnel Commission completed a Global Study resulting in changes to many classified job descriptions as well as changing the placement on the classified salary schedule for many positions. Another result of the Global Study was a plan to review all classified job descriptions on a five-year cycle.

The first position scheduled for review was Library Media Technician. Due to the budget crisis, the five-year review plan was suspended until such time as all classified salaries were restored. On July 1, 2014, the salaries of all positions in the district were fully restored.

The Personnel Commission's Classification Review and Advisory Committee (C-RAC) has completed its review and has made the following recommendations:

1. Update position title from Library Media Technician to Library and Learning Resources Technician;
2. Update job description (attached); and
3. Change placement on salary schedule from Range 31 to 37.

These recommendations have been reviewed and approved by the Personnel Commission.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the salary placement for the Library and Learning Resources Technician classification at Salary Range 32 retroactively to July 1, 2014, and at Salary Range 37, beginning January 1, 2015.

## **Library and Learning Resources Technician**

### **Purpose Statement**

The job of Library and Learning Resources Technician was established for the purpose/s of implementing age appropriate programs for students utilizing library resources; instructing students on the proper and safe use of library and learning resources; performing a variety of support functions related to collection, circulation, and inventory of the library; maintaining the library webpages; providing every student with the required textbooks and workbooks; and acquiring and securing the teacher's manuals, assessment materials, and supplemental instructional resources needed.

### **Essential Functions**

- Administers reading incentive programs (e.g. Accelerated Reader) and promotes library use related to the California Young Reader Medal, holidays/seasonal activities, and character education for the purpose of encouraging students to enjoy reading, to practice reading beyond the instructional day, and to participate in these programs.
- Collects funds for lost and/or damaged library materials, textbooks, or learning resources, and pursues recovery or reimbursement for the purpose of funding the replacement of same in accordance with established policy.
- Conducts library information literacy lessons (e.g., follows lesson plans, obtains resources, provides instruction, assists students in related work, corrects student work, assesses student level of understanding) using reference materials and electronic resources for the purpose of providing additional instruction in how to access, evaluate, use and integrate information in accordance with the California Model School Library Standards.
- Controls circulation of district-owned textbooks and teaching materials at school site; applies bar codes, packs and unpacks, checks in and out, stores, orders additional materials through textbook system, prepares for county audit (William's Settlement), provides reports, issues and collects materials based on changing teaching assignments, and responds to requests for transfer of surplus for the purpose of providing learning resources for students and teachers in a timely and cost-efficient manner while complying with legal requirements regarding instructional materials.
- Develops a flexible-use or fixed visitation schedule and adjusts it as needed for the purpose of meeting the needs of students and teachers and providing equitable access to resources.
- Develops and maintains collection of library resources that is sufficient and suitable for the school based on the district collection development policy; creates preliminary orders of materials (print and electronic); obtains approval for all titles; supports extended shelf life of materials and equipment within the collection (e.g., covers books, repairs damaged books); adds titles or copies to the library database, applies bar codes and labels, and discards materials as recommended for the purpose of ensuring the usability and value of library materials.
- Directs student activities, manages behavior (e.g., code of conduct, library rules, use of Internet) for the purpose of maintaining a safe environment conducive to learning; oversees student workers and/or volunteers to ensure assignments are completed accurately.
- Generates and publishes (in print and/or electronic format) computerized and manual documents and reports (e.g., reports from the library management system, the annual library report to California Department of Education, scheduling reports/requests) for the purpose of providing documentation and information to others.

- Identifies and obtains materials for students, teachers, parents, and administrators from the library collection and online for use in the classroom, class assignments, personal interest, or recreational reading.
- Maintains inventory; scans library collection every two years, monitors inventory of textbooks and consumable workbooks to maintain a prudent reserve for the purpose of providing an up-to-date reference and ensuring the availability of materials when required.
- Maintains library organization and environment; shelves books properly, keeps signage updated, prepares displays or bulletin boards, arranges shelves and furniture, procures general library supplies (e.g., paper, pencils, tape, and labels) and reports service needs of technology devices for the purpose of providing for the efficient operations of the library and student access to materials and technology, and to support a variety of activities within the library (whole class instruction, small groups, and independent learners).
- Maintains library webpages on the school website and communicates with students, teachers, parents, administrators, and community members (e.g., contributes to school newsletter, responds to in-person and electronic inquiries, and shares appropriate reference and help documents) for the purpose of keeping interested parties informed about library activities and services.
- Performs library circulation activities (e.g., checks library materials in and out, processes online requests for inter-library loan, issues overdue and fine notices, and shelves materials) for the purpose of controlling the use, location and availability of items in the collection.
- Plans and provides activities in a variety of formats in alignment with classroom curriculum and grade level pacing guides (specifically in the area of language arts); e.g., read aloud selections, book clubs, story telling, puppet plays, contests, and author visits for the purpose of promoting the use and enjoyment of literature and to connect classroom learning to themes, genres, authors, and information skills found in the library and online.
- Prepares for and meets with groups (e.g. reading groups, literature groups, writing clubs/newspaper, etc.) within the library setting for the purpose of providing additional instruction and enrichment activities to improve student learning.
- Provides assistance to students working on research activities; identifies and locates a variety of resources online and in print by using effective search strategies, understands and demonstrates how to use the library catalog.
- Submits figures for instructional materials needs (based on data from site administrator, teacher choices, and enrollment information) for the subsequent school year, including number of textbooks, consumable workbooks, and all teacher materials for the purpose of having adequate required materials at or before the beginning of each academic year.
- Trains students, teachers, parents, and administrators in the use and features of the online catalog, demonstrates how to access and use the library and media services portal, approves student reviews and recommendations, and manages reservations and wait listed items for the purpose of increasing access to the district media collection, library services, and instructional materials.
- Presents the school-wide technology use agreement orientation and keeps records of signed agreements in the library management system for the purpose of having proper documentation and providing instruction about the proper use of technology (e.g., digital citizenship and cyber safety); keeps records for easy school-wide access to signed forms.

### **Other Functions**

- Attends meetings, in-services, and training with other school library staff to learn and accomplish tasks that affect the district-wide library and instructional materials system by gathering and conveying information required to perform functions; at least once annually with the youth services librarian from the local public library to facilitate events, field trips, site visits, or other

collaborative events such as the Summer Reading Program; as needed with teachers and site manager to create and adjust a library schedule that provides equitable and appropriate access, to coordinate library lessons with the pacing of the classroom curriculum, and to properly prepare for instructional material needs; and site staff meetings as necessary.

- Experienced Library & Learning Resources Technicians may serve as mentors for newly hired Technicians.
- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work unit.

## **Job Requirements: Minimum Qualifications**

### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple tasks with a need to upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using pertinent software and online applications; and preparing and maintaining accurate records.

KNOWLEDGE is required to read and understand technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: library practices, terminology, and procedures; age appropriate literature; computer and Internet operations; and concepts of grammar and punctuation.

ABILITY is required to schedule activities, meetings, and/or events; gather and/or collate data; and consider a number of factors when using equipment. Ability and flexibility are required to establish effective staff working relationships and work with a wide diversity of individuals in a variety of circumstances, including positive interactions with the student population. Ability is also required to work with a variety of data, adapt to changing work priorities, work with frequent interruptions, and utilize a variety of job-related technologies. Problem solving is required to identify issues and create action plans, which requires independent interpretation of guidelines and technical aptitude.

### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; and operating within a defined budget. Utilization of some resources from other work units is often required to perform the job's functions. There is a continual opportunity to have some impact on the Organization's services.

### **Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting (up to 35 lbs.), carrying, pushing, and/or pulling; significant stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 25% sitting, 35% walking, and 40% standing. The job is performed under conditions with exposure to risk of injury and/or illness.

<u>Experience</u>	Two years of general clerical experience, preferably including some work experience in a school or public library.
<u>Education</u>	High school graduation or equivalent.
<u>Equivalency</u>	Two years of college-level units or Associate's degree in related fields may substitute for the required work experience, year-for-year.

### **Required Testing**

Job Related Proficiency Test

Continuing Educ./Training

### **Certificates**

None Specified

Clearances

None Specified

Criminal Justice Fingerprint/Background Clearance  
Tuberculosis Clearance  
Pre-placement Physical

FLSA Status

Approval Date

Salary Range

Non Exempt

4/28/14

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
January 20, 2015**

**PREPARED BY:** Tina Sardina  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-4 Human Resources Recommendations **Action Item**  
Approval of Salary Placement for Supervisor, Payroll and Benefits  
Classification on Classified Supervisory Salary Schedule at Salary Range  
\$57,892 (Step A) to \$73,338 (Step F)

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The Classification Review and Advisory Committee (C-RAC) of the Personnel Commission recently completed a classification and salary review request for the position of Lead Payroll and Benefits Specialist, in Payroll/Benefits within the Human Resources Department. C-RAC concluded that, over the years, the responsibilities of this classification have increased.

A study and survey of benchmark districts revealed many other districts have a supervisor overseeing these functions in an independent department within either the business or human resources office. Additionally, the incumbent is often asked to provide information that is considered confidential relative to negotiations with bargaining units. Due to the increase in responsibilities as well as the issue of providing confidential information used in negotiations, the Personnel Commission has approved the establishment of the new classification of Supervisor, Payroll and Benefits.

Surveys from benchmark districts and internal alignment analysis indicate placement on the current Classified Supervisory Salary Schedule at an annual salary range of \$57,892 (Step A) to \$73,338 (Step F) would place this new supervisory classification at the 50th percentile.

The proposed job description and salary recommendation was discussed and endorsed by the C-RAC members, and was approved by the Personnel Commission on December 15, 2014.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the salary placement for the Supervisor, Payroll and Benefits classification on the Classified Supervisory Salary Schedule at Salary Range \$57,892 (Step A) to \$73,338 (Step F) as presented.

**MINUTES**  
**BOARD OF EDUCATION MEETING**  
**LA MESA-SPRING VALLEY SCHOOL DISTRICT**  
**REGULAR MEETING: December 9, 2014**

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

**CALL TO ORDER**

The President led the Pledge of Allegiance to the Flag.

**PLEDGE OF ALLEGIANCE**

Board members present: Chong, Duff, Turner, Winet

**ESTABLISHMENT OF  
QUORUM**

Board members absent: None

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

President Emma Turner noted the following achievements the Board accomplished together during 2015 that have supported student learning within the District. President Turner commended all certificated, classified and administrative employees, as well as students, parents and community leaders for their valuable contributions. She extended a special thanks to Superintendent Marshall.

2015 State of the District  
Address

- Local Control Accountability Plan hearings/public comment
- La Mesa Arts Academy (LMAAC) grades 4-8 at La Mesa Middle School
- First Annual Speech Competition and Scholarship Fund commemorating the Brown v Board of Education decision. Special thanks were noted by the Board for Winet and Turner who each donated \$1000 for the scholarships.
- Dental services authorized for Bancroft and Kempton Elementary Schools
- Dr. Turner and Superintendent Marshall provided positive testimony before the State Board of Education regarding the Local Control Funding Formula (LCFF)
- Members Baber and Winet's positive efforts regarding the Boys & Girls Club Project at La Mesa Middle School
- Member Duff's efforts and support of the Intergenerational Games, which gets children involved
- The District's exploration of a Science, Technology, Engineering, Art and Mathematics (STEAM) program
- Finalization of District school bond project (Prop M) totaling \$44 Million + matching funds
- After receipt of funding for the Local Control Funding Formula (LCFF), it was determined there was an unfunded mandate with substantial increases to STRS and PERS. The District was able to absorb these increases through good stewardship
- District received a small funding for Proposition 39 projects
- On-line testing for Smarter Balanced assessments went well
- District is working with the Common Core State Standards and Smarter Balanced assessments to make sure they are aligned

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to appoint the following officers: President: Rick Winet, Vice President: Bob Duff, and Clerk: Emma Turner.

**Election of Officers**  
Appointed

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of November 5, 2014, as presented.

**MINUTES**  
11/5/14 approved as presented

**COMMUNICATIONS**

2014-15 First Interim Report

Letter of Resignation from Bill Baber, effective December 5, 2014

Letter from the County of San Diego awarding La Presa Middle School a Neighborhood Reinvestment Program award of \$120,000.00 towards resurfacing of the the school's football/soccer field

Memo from the Superintendent regarding Cabinet Contracts and Employment Contract for proposed Assistant Superintendent, Business

Letter from Senator Joel Anderson requesting legislative ideas and input

PowerPoint for the Instructional Materials Program in Mathematics for Grades Six Through Eight

PowerPoint for the 2014-15 First Interim Report

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding the Safe School Ambassadors Program

School Services of California Fiscal Report regarding the Proposition 98 Outlook

School Services of California Fiscal Report regarding Year-to-Date General Fund Revenues

**AGENDA**

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

**HEARING SESSION**

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

**COMMUNICATIONS**

2014-15 First Interim Report

Bill Baber – Resignation letter

Neighborhood Reinvestment Program award for LPMS's football/soccer field

B. Marshall, Superintendent  
Cabinet employment contracts

Senator Joel Anderson  
Legislative ideas/input

PPT for Instr. Materials pgm. In Mathematics

PPT for 2014-15 1<sup>st</sup> Interim

K. Walker, Asst. Supt., LS  
Safe School Ambassadors

SSC Fiscal Report  
Proposition 98 Outlook

SSC Fiscal Report  
YTD Gen. Fund Revenues

**AGENDA**

Approved as presented

**HEARING**



## REPORTS OF OFFICERS OF THE BOARD

A District Mathematics Adoption Committee was formed consisting of 17 teachers: 3 from each middle school with each teacher representing one course (7<sup>th</sup>-grade, 8<sup>th</sup>-grade, and Algebra I); four 6<sup>th</sup>-grade teachers (one from each area); and a Special Education teacher. The Committee was charged with selecting a continuous program from grade six through eight, including Algebra I, with print and digital resources. The Committee concluded that SpringBoard would best meet the needs of students in mastering the CA Common Core State Standards. Elisa Holston-Arteaga, Director, Learning Support; Beth Rackliffe, mathematics resource teacher; and Cynthia Avallone-Martinez, middle school mathematics teacher, presented an overview of the adoption process, the SpringBoard program, and answered clarifying questions.

### NEW BUSINESS

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to adopt SpringBoard as the instructional materials program in mathematics for grades six through eight.

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

The first interim report covers the financial and budgetary status of the District for the period ending October 31, 2014. Data shows that enrollment has increased by 142 students from last year; there will be an increasing expense to STRS/PERS, as well as a \$650,000 increase for 2014-15 to SDG&E. Projected total District revenue is \$102,041,706; projected total District expense is \$104,951,808; with a beginning balance of \$7,207,000, there is a combined ending balance of \$4,207,923 as of December 2014. Brian Marshall, Superintendent; and Robyn Adams, Director, Fiscal Services, reviewed the First Interim Report and responded to clarifying questions.

### NEW BUSINESS (cont.)

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

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to Approve the Board of Education Schedule of Meetings – January 2015 Through December 2015.

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to use the appointment process and recommended procedure to fill Vacated Board of Education Position.

## REPORTS

Instr. Materials Program in  
Mathematics 6-8

### NEW BUSINESS

**Instr. Materials Program in  
Mathematics 6-8**  
Adopted SpringBoard

## REPORTS (cont.)

2014-15 First Interim Report

### NEW BUSINESS (cont.)

**2014-15 First Interim Report**  
Approved

**2015 Board Schedule of  
Meetings**  
Approved as presented

**Filling vacated Board of  
Education position**  
Appointment process &  
recommended procedure

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to Nominate Emma Turner as Representative to the California School Boards Association Delegate Assembly, Region 17, with an addition that, should she be successful in the election for CSBA Vice President, the Board may withdraw the nomination.

**Nomination for rep to CSBA  
Delegate Assembly**  
Nominated Emma Turner

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into Memorandum of Understanding with Project Heart Beat.

**MOU with Project Heart Beat**  
Authorized

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to purchase 23 Automatic External Defibrillation (AED) Units through Project Heart Beat from Cardiac Science.

**Purchase of Automatic  
External Defibrillation Units**  
Authorized

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to appoint Board Members as Representatives on the following Committees. This item to be returned after Board appointment.

**Appointment of Board  
members as reps on various  
committees**  
Appointments made; item to be  
returned after Board  
appointment

Chong: Audit Committee, Energy Joint Powers Authority, and Joint District/City Construction Steering Committee

Duff: Boys & Girls Club Development Campaign Cabinet (new), Child Nutrition Wellness Committee (continuing), Joint District/City Construction Steering Committee—Alternate (continuing), Live Well Community Wellness Policy Team (continuing), and Wellness Grant Committee (continuing)

Turner: CA School Boards Association (continuing), Superintendent's LMSV 20/20 Committee (continuing)

Winet: Boys & Girls Club Development Campaign Cabinet (continuing), Joint District/City Construction Steering Committee (continuing).

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

**Consent Calendar**  
Approved

Purchase Orders 1739 through 2071 totaling \$1,112,788.39

Purchase Orders

Warrants October 21 through November 17, 2014 totaling \$1,776,649.73

Warrants

Expenditures in the amount of \$1,767.53

Revolving Cash Fund  
Reimbursements from the  
General Fund

Ratification of Travel as attached.

Travel

It was moved by Winet, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve sale of surplus items (E-Waste) to Recycle International.

**Sale of Surplus Items  
(E-Waste)**  
Approved

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to adopt Annual Developer Fee Report for Fiscal Year 2013-14.

**Annual Developer Fee Report  
for 2013-14**  
Adopted

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to adopt Five-Year Developer Fee Report for Fiscal Year 2013-14.

**5-Year Developer Fee Report  
for 2013-14**  
Adopted

It was moved by Winet, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to terminate MAM Restaurant Group Contract due to filing of Chapter 11 and closure of the restaurant group.

**Termination of MAM  
Restaurant Group Contract**  
Authorized

It was moved by Chong, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to reject claim related to an injury at Murdock Elementary School and refer to Joint Powers Authority of the SD County Office of Education.

**Claim – Injury at MUR**  
Rejected

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to accept the following gift with thanks: \$550.00 from Steve and Tammie Babbitt to Murdock Elementary School to be used to purchase computer-related supplies.

**Gifts – MUR**  
Accepted with thanks

It was moved by Chong, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to accept the following gift with thanks: \$3775.00 to the District from La Mesa-Spring Valley Educational Foundation for seven Minigrants.

**Gift – LMSV Educational  
Foundation – Minigrants**  
Accepted with thanks

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an Agreement with San Diego Unified School District to Provide Title I Services for St. Martin of Tours Academy.

**Agrmt. w/SDUSD for Title I  
services to St. Martin of  
Tours Academy**  
Authorized

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an Expanded Special Education Master Contract with Excelsior Academy for the 2014-15 School Year.

**Expanded Sp.Ed. Master  
Contract w/Excelsior  
Academy for 2014-15**  
Authorized

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an Amended Agreement with California Department of Education to provide Services in accordance with the Child Care and Development Programs.

**Amended agrmt. w/CA Dept.  
of Ed. for child care and  
development program  
services  
Authorized**

#### **HUMAN RESOURCES RECOMMENDATIONS**

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

**Human Resources  
Recommendations  
Approved as amended**

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve Employment Contract Amendments for Superintendent; Assistant Superintendent, Human Resources; and Assistant Superintendent, Learning Support.

**Employment Contract  
Amendments  
Approved**

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

Mr. Duff announced he watched former Board member Bill Baber being sworn in this evening as a La Mesa City Council Member.

Mr. Chong expressed gratitude in joining the Board and stated he looks forward to working with everyone. He thanked everyone for what they have invested in his children.

President Turner congratulated all.

At 9:05 p.m. the President announced a recess.

#### **CLOSED SESSION**

At 9:14 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups; conference with legal counsel – anticipated litigation; and discussion regarding public employee appointment – Assistant Superintendent, Business. The Superintendent; Board; and Assistant Superintendents Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 9:41 p.m. the President reconvened the meeting and announced the Board, in closed session, took the following action:

It was moved by Winet, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: None; Absent: None, to appoint David Feliciano as Assistant Superintendent, Business effective January 5, 2015.

The meeting was adjourned at 9:42 p.m.

## **CLOSED SESSION ACTION**

**Asst. Superintendent,  
Business**  
Appointed David Feliciano

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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 January 20, 2015.

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Emma Turner, Clerk of the Board of Education