

La Mesa-Spring Valley School District

Board of Education

April 21, 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, April 21, 2015 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

1. Recognition: Teacher of the Year – Laura Autio
2. Recognition: Classified School Employee of the Year – William White

APPROVAL OF AGENDA

Action

HEARING(S)

1. Public Hearing – General Matters Regarding Education
2. Public Hearing – District Board Policy 6158 – Independent Study
3. Public Hearing – Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education

NEW BUSINESS

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|---|--------|
| 1. | Approval of Tentative Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education | Action |
| 2. | Authorization to Establish Salaries for Certificated Management Employees | Action |
| 3. | Authorization to Establish Salaries for Classified Management Employees | Action |
| 4. | Authorization to Establish Salaries for Supervisory and Confidential Employees | Action |
| 5. | Authorization to Establish Salaries for Hourly Employees | Action |

REPORTS OF OFFICERS OF THE BOARD

- | | | |
|----|-----------------------------|-------------|
| 1. | Students with Special Needs | Information |
|----|-----------------------------|-------------|

NEW BUSINESS (cont.)

SUPERINTENDENT

- | | | |
|----|---|--------|
| 1. | Appointment of Board Members as Representatives on Various Committees | Action |
| 2. | Adoption of Board Policy Updates | Action |

BUSINESS SERVICES

- | | | |
|----|---|--------|
| 1. | Consent Calendar* | Action |
| | a. Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements | |
| 2. | Award of Contract for Energy Performance Contracting Services, RFP/RFQ No. 1-14/15 (Proposition 39) | Action |
| 3. | Rejection of Claim – Property Damage | Action |
| 4. | Rejection of Claim – Property Damage | Action |
| 5. | Rejection of Claim – Injury at La Presa Middle School | Action |
| 6. | Authorization to Enter into an Agreement with Demsey, Filliger and Associates to Provide Actuarial Valuation Services | Action |

LEARNING SUPPORT

- | | | |
|----|--|--------|
| 1. | Acceptance of Gifts – Lemon Avenue, Maryland Avenue, Murdock and Rolando Elementary Schools | Action |
| 2. | Authorization to Enter into Expanded Special Education Master Contract with Aseltine School and Excelsior Academy for the 2014-15 School Year | |
| 3. | Authorization to Enter into a Memorandum of Understanding with Santa Sophia Academy for NCLB Title III Provisison of Limited-English-Proficient Student Programs and Services to Private Schools | Action |
| 4. | Authorization to Enter into a Memorandum of Understanding with the California Partnership for Achieving Student Success | Action |
| 5. | Authorization to Enter into a Contract with San Diego County Office of Education for the First 5 San Diego Quality Preschool Initiative Rating and Classroom Enhancement Funding | Action |

- | | | |
|----|---|--------|
| 6. | Acceptance of Uniform Complaint Quarterly Report | Action |
| 7. | Authorization to Approve Student Excursion – La Presa Middle School Jazz Band | Action |

HUMAN RESOURCES RECOMMENDATIONS (cont.)

- | | | |
|----|---|--------|
| 6. | Standard Human Resources Recommendations | Action |
| 7. | Approval of Revision to Salary Placement for Supervisor, Payroll and Benefits Classification on Classified Supervisory Salary Schedule to Salary Range \$62,026 (Step A) to \$77,314 (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. Conference with Legal Counsel – Anticipated Litigation (4 cases) (GC 54956.9)

ADJOURNMENT

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

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

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

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
April 21, 2015

PREPARED BY: **Brian Marshall**
 Superintendent

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

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

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

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

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015

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

ITEM NUMBER: H-2 Public Hearing
District Board Policy 6158 – Independent Study

Senate Bill 858, recently enacted, requires the Board to hold a public hearing prior to the adoption of any Board Policy regarding Independent Study. District Board Policy 6158 – Independent Study is included in the policy updates to be considered tonight.

If adopted, Board Policy 6158 will be updated to reflect the new law, which changes the maximum length of the master agreement for independent study, adds material on the variety of independent study formats that may be offered, deletes recommendation for weekly student-teacher conference in order to be more flexible, and expands material on program evaluation to include comparison of student performance data of independent study students with students in classroom-based programs.

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

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La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: H-3 Public Hearing
Tentative Agreement Between California School Employees Association
(CSEA) Chapter 419 and the Board of Education

A public hearing on the Tentative Agreement between the Classified School Employees Association (CSEA) Chapter 419 and the Board of Education has been scheduled. The purpose of the hearing is to afford members of the community an opportunity to respond to proposed contract amendments on Article 6 - Wages and Allowances and Article 9 - Health and Welfare Benefits.

Copies of the Tentative Agreement have been made available to the public.

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

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

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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations **Action Item**
Approval of Tentative Agreement Between California School Employees Association (CSEA) Chapter 419 and the Board of Education

In compliance with California Government Code Section 3547.5, information regarding a Tentative Agreement between the Board of Education and the California School Employees Association (CSEA) Chapter 419 was made available to the public, and in accordance with AB 1200, a Collective Bargaining Disclosure was submitted to the San Diego County Office of Education.

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

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached Tentative Agreement as presented.

TENTATIVE AGREEMENT

By and Between

**La Mesa-Spring Valley School District
and
California School Employees Association (CSEA)
and its La Mesa-Spring Valley Chapter 419**

March 5, 2015

ARTICLE 6 • Wages and Allowances

6.1 ~~For the 2013-2014 school year only:~~

~~Furlough days equal to a 2.5 percent FTE reduction from base salary (08-09 schedule).~~

~~Restoration of the 2.5 percent FTE reduction to 100 percent at the end of the 2013-2014 school year.~~

~~The 2.5 percent FTE reduction shall be reported to CALPERS pursuant to AB1651.~~

~~The adopted salary schedule (Appendix B) shall prescribe the wages of each employee in accordance with their respective classification. Attendant to the schedule shall also be included provisions for longevity allowances.~~

LONGEVITY

~~Beginning with 10th year—5% of the employee's current
Step (A–F) of the salary schedule~~

~~Beginning with 15th year—10% of the employee's current
Step (A–F) of the salary schedule~~

~~Beginning with 20th year—15% of the employee's current
Step (A–F) of the salary schedule~~

~~Beginning with 25th year—20% of the employee's current
Step (A–F) of the salary schedule~~

6.1 Effective April 1, 2015, a 2% COLA shall be applied to the 2014-2015 classified salary schedule.

Effective July 1, 2015, the April 1, 2015 classified salary schedule shall be restructured such that ranges F+5%, F+10%, F+15%, and F+20% shall be renamed G, H, I, and J respectively. In addition, Range G shall be defined as Range F+5%, Range H shall be defined as Range G+7%, Range I shall be defined as Range H+5%, and Range J shall be defined as Range I+5%.

Effective January 1, 2016, a 1% COLA shall be applied to the July 1, 2015 classified salary schedule.

Classified employees shall be eligible for longevity...

ARTICLE 9 • Health and Welfare Benefits

9.2 Insurance Provisions Upon Retirement: Employees having reached retirement age of fifty-five (55) years, and accepting retirement benefits as provided under the Public Employees Retirement System (PERS), and having a minimum of ten (10) years of insurance eligibility in this District during the immediate past fifteen (15) years, shall have extended to them group health and dental insurance benefits. Premiums for health and dental insurance benefits shall be paid by the District

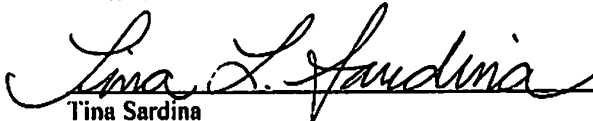
to the in-force carrier until such time as the retiree reaches age sixty-five (65) ~~or becomes eligible for Medicare or National Health Insurance, whichever comes first~~ subject to the provisions below:

- If an employee retires on or before July 1, 2020, District agrees to pay 100% of employee only health and dental using the SD County Rate.
- If an employee retires after July 1, 2020, but on or before July 1, 2025, District agrees to pay 75% of employee only health and dental using the SD County Rate.
- If an employee retires after July 1, 2025, but on or before July 1, 2030, District agrees to pay 50% of employee only health and dental using the SD County Rate.
- If an employee retires after July 1, 2030, but on or before July 1, 2035, District agrees to pay 25% of employee only health and dental using the SD County Rate.
- If an employee retires after July 1, 2035, District provides no post-retirement benefit.
- Savings Clause: should the Affordable Health Care Act or other government or national health insurance policy be discontinued, the parties will immediately meet to negotiate the effect.

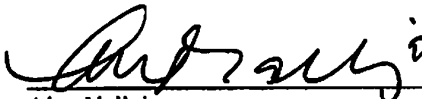
9.2.1 In addition, the retiring employee shall...

ARTICLE 22 • Term of Agreement

- 22.1 This Agreement shall be effective upon ratification by the Association and adoption by the Board. ~~and shall continue in effect through June 30, 2016.~~
- 22.2 For the ~~2014/2015, and 2015/2016~~ 2015-2016 school years, the parties agree to reopen negotiations on or about February 15, 2016, and ~~May 15, 2015, on Article 6, Wages and Allowances; and Article 9, Health and Welfare Benefits; plus not more than~~ on two (2) other Articles selected by each party.
- 22.3 For the 2017-2018 school year, the parties agree to reopen negotiations on or about February 15, 2017, on Article 6, Wages and Allowances; and Article 9, Health and Welfare Benefits; plus not more than two (2) other Articles selected by each party.


Tina Sardina
Assistant Superintendent, Human Resources
La Mesa-Spring Valley School District

3/12/15
Date


Alex Vallejo
President, CSEA Chapter 419

3/12/15
Date

Dan Ortiz
CSEA Labor Relations Representative

Date

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Authorization to Establish Salaries for Certificated Management Employees

Action Item

As a result of the recent approval of the Agreement between the Board of Education and the La Mesa-Spring Valley Teachers Association, the salaries and benefits of Certificated Management employees shall be adjusted as follows:

- A two percent (2%) increase applied to the 2014-2015 salary schedule, effective April 1, 2015.
- Addition of compounded 5% longevity step at year 15, effective July 1, 2015.
- A one percent (1%) increase applied to the 2015-2016 salary schedule, effective January 1, 2016.
- Implementation of changes to post-retirement benefits as provided in the Agreement (phasing out of post-retirement benefits beginning July 1, 2020).

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize staff to establish salaries for Certificated Management employees based on the information and effective dates presented.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations **Action Item**
Authorization to Establish Salaries for Classified Management Employees

As a result of the approval of the Agreement between the Board of Education and the California School Employees Association (CSEA) Chapter 419, the salaries and benefits of Classified Management employees (unrepresented group) shall be adjusted as follows:

- A two percent (2%) increase applied to the 2014-2015 salary schedule, effective April 1, 2015.
- Addition of compounded 5% longevity at year 15, effective July 1, 2015.
- A one percent (1%) increase applied to the 2015-2016 salary schedule, effective January 1, 2016.
- Implementation of changes to post-retirement benefits as provided in the Agreement (phasing out of post-retirement benefits beginning July 1, 2020).

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize staff to establish salaries for Classified Management employees based on the information and effective dates presented.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations **Action Item**
Authorization to Establish Salaries for Classified Supervisory and
Confidential Employees

As a result of the approval of the Agreement between the Board of Education and the California School Employees Association (CSEA) Chapter 419, the salaries and benefits of Classified Supervisory and Confidential employees (unrepresented groups) shall be adjusted as follows:

- A two percent (2%) increase applied to the 2014-2015 salary schedules, effective April 1, 2015.
- Effective July 1, 2015, the April 1, 2015 classified salary schedule shall be restructured such that ranges F+5%, F+10%, F+15%, and F+20% shall be renamed G, H, I, and J, respectively. In addition, Range G shall be defined as Range F+5%, Range H shall be defined as Range G+7%, Range I shall be defined as Range H+5%, and Range J shall be defined as Range I+5%.
- A one percent (1%) increase applied to the 2015-2016 salary schedules, effective January 1, 2016.
- Implementation of changes to post-retirement benefits as provided in the Agreement (phasing out of post-retirement benefits beginning July 1, 2020).

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize staff to establish salaries for Classified Supervisory and Confidential employees based on the information and effective dates presented.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-5 Human Resources Recommendations
Authorization to Establish Rates for Hourly Employees

Action Item

As a result of the approval of the Agreement between the Board of Education and the California School Employees Association (CSEA) Chapter 419, the rates for Hourly employees shall be adjusted as follows:

- A two percent (2%) increase to hourly rates effective April 1, 2015.
- A one percent (1%) increase to hourly rates effective January 1, 2016.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize staff to establish rates for Hourly employees based on the information and effective dates presented.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015

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

ITEM NUMBER: R-1 Reports of Officers of the Board
Students with Special Needs

Students with special needs are on a continuum ranging from profoundly mentally disabled to profoundly gifted. This report will focus first on students qualifying for special education services, and second on gifted students.

While there may always be a need for special day class programs for students with severe disabilities, the District believes most special education students benefit by attending their home or community school. A plan has been created to move from a model of Mild/Moderate special day classes clustered at a few schools across the District, to a model of Specialized Academic Instruction with most students receiving the services they need at their home school.

In September 2014, a Gifted and Talented Education (GATE) Task Force was initiated for the purpose of reviewing and updating the District's existing GATE program. This review was an outgrowth of the Superintendent's LMSV 20/20 Working Group in which stakeholders identified a need for a more substantial and rigorous program for gifted students. The task force conducted a review and analysis of the District's GATE program as well as GATE programs of other districts and other states, along with research from the field of gifted education. This information was used to determine what is considered best practice in gifted education. A number of needs were identified as well as areas that require additional study. The Task Force developed a set of recommendations and action steps to guide future planning for gifted learners.

Karen Walker, Assistant Superintendent, Learning Support, will present a plan to meet the needs of the majority of special education students at their home school. She will also summarize the GATE Task Force recommendations.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-1 New Business**
 Appointment of Board Members as Representatives on Various
 Committees

Action Item

At the March 17, 2015 meeting, the Board appointed representatives to on-going District, organizational and community committees. It has since been agreed by Members Babbitt and Chong that Member Babbitt will represent the District on the La Mesa Environmental/Sustainable Committee, rather than Member Chong, as originally voted.

In addition, we have received a request from the Grossmont Schools Federal Credit Union for Board representation on a newly created East County STEAM Council, a subgroup of the credit union's Business & Education Committee. The STEAM Council's goal is to share best practices, as well as a coordinated effort to engage San Diego County business partners to contribute on a regional basis, rather than one campus at a time.

A current listing of Board representation is attached for your reference.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the representation of Member Babbitt on the La Mesa Environmental/Sustainable Committee, as agreed, and appoint Board representation on the Grossmont Schools Federal Credit Union East County STEAM Council, as appropriate.

2014-15

Board Representation on Committees

<u>Committee/Organization</u>	<u>Current Board Representation</u>
Audit Committee	Emma Turner/David Chong
Boys & Girls Club Development Campaign Cabinet	Rick Winet/Bob Duff
California School Boards Association	Emma Turner
Child Nutrition Wellness Committee	Bob Duff
District Advisory Council	Steve Babbitt
Energy Joint Powers Authority	David Chong
Grossmont Federal Credit Union East County STEAM Council	(new)
Joint District/City Construction Steering Committee	Rick Winet/David Chong
Joint District/City Construction Steering Committee (Alternate)	Bob Duff
La Mesa Environmental/Sustainable Committee	Steve Babbitt (proposed)
Live Well Community Wellness Policy Team	Bob Duff
Mt. Helix Council PTA Roundtable Meetings	Steve Babbitt
Superintendent's LMSV 20/20 Committee	Emma Turner/Bob Duff
Wellness Grant Committee	Bob Duff

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: **Brian Marshall**
 Superintendent

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

Action Item

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

ADMINISTRATIVE RECOMMENDATION

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

Board Policy Comparisons
April 21, 2015

Policy Number	Significant Changes
BP/AR 0420.1 (BP/AR deleted)	School-Based Program Coordination Policy and regulation deleted since School-Based Program Coordination was effectively eliminated by the local control funding formula (LCFF).
BP/AR 0440 (BP/AR revised)	District Technology Plan Policy contains updated information about the status of state and federal grant programs requiring technology plans, provides for the district's plan to cover a three-year period consistent with California Department of Education (CDE) criteria, and adds language on ensuring the confidentiality of student and staff records. Regulation updated to reflect new criteria for technology plans adopted by CDE in November 2014 and optional component on noninstructional uses of technology.
AR 1220 (AR revised)	Citizen Advisory Committees Regulation updates section on "Committees Subject to Brown Act Requirements" to include the local control and accountability plan (LCAP) parent advisory committee and English learner parent advisory committee. Section on "Committees Not Subject to Brown Act Requirements" revised to delete references to committees for certain categorical programs based on the redirection of categorical program funding into the LCFF and/or NEW LAW (SB 971) which repealed provisions of law requiring those committees.
BP/AR 1240 (BP/AR revised)	Volunteer Assistance Policy updated to reflect NEW LAW (AB 1443) which prohibits harassment of unpaid interns and volunteers. Policy also revised to delete material on options for volunteers working in a student activity program to obtain fingerprint clearance or an Activity Supervisor Clearance Certificate, as this issue is addressed in AR. Section on "Criminal Background Check" adds optional language for district to give volunteers working in a student activity program the discretion to choose whether to obtain fingerprint clearance or obtain an Activity Supervisor Clearance Certificate. Regulation also reflects NEW LAW (AB 1667) which requires volunteers instructing or supervising students to complete a tuberculosis risk assessment and provides that a tuberculin skin test will only be necessary if risk factors are identified.
BP 1260 (BP Revised)	Educational Foundation Policy updated to allow allocations from foundations to serve specific site needs.
BP/AR 3100 (BP/AR revised)	Budget Policy updated to reflect NEW LAW (AB 2585) which eliminates the option to develop the district budget using the "dual budget" process and to include material formerly in AR which addresses board responsibilities related to budget adoption and review. Section on "Budget Criteria and Standards" updated to reflect NEW TITLE 5 REGULATIONS (Register 2015, No. 2) which address the calculation of "increased and improved services" for LCFF expenditures and to reflect NEW LAW (SB 858) which limits the maximum amount of funds that may be held in district reserves and ending balances under certain conditions.

	Regulation updated to reflect NEW LAW (AB 2585) which eliminates the option to develop the district budget using the "dual budget" process, specifies information that must be provided for the public hearing if the budget proposes to have an ending fund balance in excess of the minimum recommended reserve, and requires submission of information to the county superintendent regarding any ending fund balance in excess of the minimum recommended reserve.
AR 4112.4/ 4212.4/4312.4 (AR revised)	<p>Health Examinations</p> <p>Regulation updated to reflect NEW LAW (AB 1667) which requires employees to complete a tuberculosis risk assessment and provides that a tuberculin skin test will only be necessary if risk factors are identified. Regulation also adds language on tuberculosis risk assessment/examination requirements for school bus drivers when the district contracts for transportation services and clarifies allowable exemptions from the tuberculosis risk assessment/examination requirements.</p>
AR/E 4112.5/ 4212.5/4312.5 (AR revised; E added)	<p>Criminal Record Check</p> <p>AR 4112.5/4312.5 - Criminal Record Check (certificated) and AR 4212.5 - Criminal Record Check (classified) consolidated and triple coded. Regulation deletes references to outdated process based on fingerprint identification cards, reflects law requiring the district to notify the Department of Justice (DOJ) when an applicant/employee whose fingerprints are maintained by DOJ is not hired or is terminated, and reflects law requiring the district to notify an applicant/employee when it receives notification from DOJ of the applicant/employee's criminal record. Section on "Maintenance of Records" revised to reflect NEW LAW (SB 1461) which deletes requirement to annually notify DOJ of the identity of the custodian of records.</p> <p>Exhibit renumbered and retitled from E 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records.</p>
AR/E 4112.62/ 4212.62/4312.62 (AR/E deleted)	<p>Maintenance of Criminal Offender Records</p> <p>Regulation deleted and concepts moved into AR 4112.5/4212.5/4312.5 - Criminal Record Check.</p> <p>Exhibit renumbered and retitled as E 4112.5/4212.5/4312.5 - Criminal Record Check.</p>
AR 4117.4 (AR deleted)	<p>Dismissal</p> <p>Regulation deleted and concepts moved into BP/AR 4118 – Dismissal/Suspension/Disciplinary Action.</p>
BP/AR 4118 (BP/AR revised)	<p>Dismissal/Suspension/Disciplinary Action</p> <p>Policy retitled and updated to include board actions related to the dismissal of certificated employees, formerly in AR 4117.4 - Dismissal. Policy reflects NEW LAW (AB 215) which allows notice of the board's intent to suspend or dismiss an employee to be given to the employee at any time of year except when the charge is unsatisfactory performance, requires any notice given outside of the instructional year to be served personally upon the employee, and addresses notification of an employee charged with egregious misconduct.</p>

	Regulation retitled and updated to include requirements related to the dismissal of certificated employees, formerly in AR 4117.4 - Dismissal. Regulation reflects NEW LAW (AB 215) which amends the causes for which a certificated employee may be suspended or dismissed, establishes an alternative procedure for charges related solely to egregious misconduct, and amends the list of mandatory leave of absence offenses.
BP 4121 (BP revised)	Temporary/Substitute Personnel Policy updated to reflect NEW LAW (AB 1522) which requires districts to grant paid sick leave to all employees who work 30 or more days per year, including temporary and substitute employees, unless the district has adopted a collective bargaining agreement that expressly provides paid sick leave for such employees and contains additional specified provisions.
AR 4161.1/4361.1 (AR revised)	Personal Illness/Injury Leave Mandated regulation updated to reflect NEW LAW (AB 1522) which requires districts to grant paid sick leave to all employees who work 30 or more days per year, unless the district's collective bargaining agreement contains specified provisions. Regulation also reflects provisions of AB 1522 which expand the allowable uses of sick leave to include (1) diagnosis, care, or treatment of an existing health condition, or preventive care, for an employee or his/her family member (defined to include registered domestic partner and sibling) and (2) the need of an employee who has been the victim of domestic violence, sexual assault, or stalking to seek any relief or medical attention for himself/herself or his/her child.
AR 4161.2/4261.2/4361.2 (AR revised)	Personal Leaves Mandated regulation updated to reflect NEW LAW (AB 1522) which requires districts to allow an employee who has been the victim of domestic violence, sexual assault, or stalking to use sick leave to seek any relief or medical attention for himself/herself or his/her child. Section on "Leaves for Victims of Domestic Violence and Sexual Assault," which prohibits adverse employment action against employees taking leave who are victims of domestic violence and sexual assault, expanded to include employees who are victims of stalking. Section on "Leave for Emergency Duty" updated to reflect law allowing employees who are reserve peace officers and emergency rescue personnel to take up to 14 days of leave per calendar year to receive training.
AR 4261.1 (AR revised)	Personal Illness/Injury Leave Mandated regulation updated to reflect NEW LAW (AB 1522) which requires districts to grant paid sick leave to all employees who work 30 or more days per year and expands purposes for sick leave, as described above for BP 4121 - Temporary/Substitute Personnel and AR 4161.1/4361.1 - Personal Illness/Injury Leave.
AR 5125 (AR revised)	Student Records Mandated regulation reflects NEW LAW (AB 1068, 2013) which authorizes the disclosure of records to students age 14 years and older who are homeless and unaccompanied minors, persons who complete a caregiver's authorization affidavit, and caseworkers or other agency representatives legally responsible for the care and protection of a student.

AR 5141.21 (AR revised)	Administering Medication and Monitoring Health Conditions Regulation updated to add definitions of epinephrine auto-injector and anaphylaxis and to reflect NEW LAW (SB 1266) which requires districts to provide emergency epinephrine auto-injector(s) to each school site, requires annual notice to staff requesting volunteers, and deletes requirements for a district plan.
AR 5141.3 (AR revised)	Health Examinations Regulation reflects NEW LAW (SB 1172) which specifies the grade levels at which vision tests must be conducted and requires near-vision screening to be included in the tests. Regulation also expands material on hearing tests and reflects NEW LAW (SB 852) which extends the suspension of requirements for scoliosis screening through the 2014-15 fiscal year.
BP/AR 5141.4 (BP/AR revised)	Child Abuse Prevention and Reporting Policy updated to reflect NEW LAW (AB 2016) which authorizes districts to provide students with instruction in sexual abuse and sexual assault awareness, NEW LAW (AB 2560) which requires applicants for a new or renewed credential to sign a statement that they understand their obligations as mandated reporters, and NEW LAW (AB 1432) which mandates staff training regarding the duties of mandated reporters. Regulation updated to reflect NEW LAW (AB 1775) which amends the definition of sexual exploitation and NEW LAW (AB 1432) which requires districts to provide for annual training of mandated reporters. Revised regulation also expands the list of mandated reporters to include athletic coaches, athletic administrators, and athletic directors and reflects current law which provides that a student's homelessness or status as an unaccompanied minor is not a reason for reporting child abuse or neglect.
BP/AR 5144.1 (BP/AR revised)	Suspension and Expulsion/Due Process Mandated policy updated to reflect NEW LAW (AB 420) which prohibits districts from expelling any student, and from suspending students in grades K-3, for disruption or willful defiance. Policy also revised to include material formerly in AR related to board authority to expel and to delete material related to requiring parents/guardians to attend a portion of the school day when their child is removed from class for specified behaviors. Mandated regulation updated to reflect NEW LAW (AB 420) which prohibits districts from expelling any student, and from suspending students in grades K-3, for disruption or willful defiance. Updated regulation reflects NEW LAW (AB 1806) which requires notification of the district's liaison for homeless students when the student being considered for expulsion is a homeless student and NEW LAW (SB 1111) which provides that, if a hearing officer or administrative panel does not recommend expulsion, a student must be permitted to return to the classroom instructional program from which the expulsion referral was made. Regulation deletes material related to requiring parents/guardians to attend a portion of the school day when their child is removed from class for specified behaviors.

BP/AR 6158 (BP/AR revised)	Independent Study Mandated policy updated to reflect NEW LAW (SB 858) which changes the maximum length of the written master agreement. Policy also adds material on the variety of independent study formats that may be offered, deletes recommendation for weekly student-teacher conference in order to be more flexible, and expands material on program evaluation to include comparison of student performance data of independent study students with students in classroom-based instruction. Mandated regulation updated to reflect NEW LAW (SB 858) which changes the maximum length of the written master agreement, and clarifies that the teacher-student ratio must be equivalent with that of all other educational programs at the applicable grade span unless a new higher or lower grade span ratio is negotiated.
BP 6161.11 (BP revised)	Supplemental Instructional Materials Policy 6161.11 updated to include criteria for selection of supplementary materials.
AR 6162.51 (AR revised)	State Academic Achievement Tests Regulation updated to reflect NEW LAW (SB 858 and AB 1599) which officially change the name of the state assessment system to the California Assessment of Student Performance and Progress (CAASPP). Regulation also reflects the status of CAASPP testing for the 2014-15 school year, including field testing of a new alternative test of English language arts and mathematics for students with significant cognitive disabilities. Updated regulation reflects NEW TITLE 5 REGULATIONS (Register 2014, No. 35) which establish testing windows, require parental notification related to exemption from testing, list allowable testing resources (i.e., universal tools, designated supports, accommodations) that may be used during test administration, and provide that, if test results are received from the test contractor after the last day of instruction for the school year, then the report must be disseminated to parents/guardians within the first 20 days of the next school year.
AR 6173 (AR revised)	Education for Homeless Children Regulation updated to reflect provisions of AB 1806 requiring districts to notify the district liaison for homeless students when a homeless student is recommended for expulsion and, when a change of placement is proposed for a homeless student with disabilities, to invite the district liaison to participate in the individualized education program meeting to make a manifestation determination. Regulation revised to reflect law providing that, upon enrollment, a homeless student will be immediately deemed to meet residency requirements for participation in interscholastic sports or other extracurricular activities.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-1a New Business (Consent Calendar)
Ratification of Purchase Orders, Warrants and Revolving Cash Fund
Reimbursements

Action Item

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: 565 purchase orders have been processed, numbered 0000003223 through 0000003789, totaling \$1,263,820.02.
- II. Warrants: 495 warrants have been issued, dated March 4, 2015 through April 7, 2015, totaling \$1,494,279.91.
- III. Revolving Cash Fund Reimbursements: Three (3) checks have been processed, totaling \$2,096.38.

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>
RC1764	3/12/15	Jill Whittenberg	Replenish Cash Box for SWS	\$10.50
RC1765	3/18/15	U.S. Postmaster	Replenish Stamps Stock	\$ 1,285.88
RC1766	4/2/15	Orion Management Company	LMSV Ed Foundation Request	\$800.00

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (3) CHECKS PROCESSED TOTALING \$ 2,096.38**

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-2 New Business

Action Item

**Award of Contract for Energy Performance Contracting Services,
RFP/RFQ No. 1-14/15 (Proposition 39)**

The California Clean Energy Jobs Act (Prop. 39) changed the corporate income tax code and allocates projected revenue to California's General Fund and the Clean Energy Job Creation Fund for five fiscal years, beginning with fiscal year 2013-14. Under the initiative, approximately \$550 million will be appropriated annually for eligible projects to improve energy efficiency and expand clean energy generation in schools.

The first step in the Prop. 39 funding process is to submit an Energy Expenditure Plan application to the California Energy Commission. The Energy Commission approves plans and works with the California Department of Education, which subsequently distributes funds after plans have been approved. An Energy Expenditure Plan requires a districtwide ASHRAE (American Society of Heating, Refrigerating, and Air-Conditioning Engineers) level energy audit, benchmarking, and energy surveys to ensure that Prop. 39 funded projects will achieve the required level of efficiency and savings.

Notices inviting proposals to develop an Energy Expenditure Plan application including all applicable pre-installation verification, benchmarking, and post-implementation measurement & verifications as defined by the California Energy Commission were advertised in the Daily Transcript on February 10, 2015 and February 17, 2015. Proposals were due to the District at 2:00 p.m. on March 13, 2015. Thirty-six (36) proposals were received. Opterra Energy Services, Inc. was selected based on the criteria outlined in the RFP.

The Prop. 39 energy audit and associated grant application services will be provided at no charge. The District, at its sole discretion, may select the awarded service provider to implement the Energy Expenditure Plan once funding has been approved by the California Department of Education.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the contract for Energy Performance Contracting Services to Opterra Energy Services, Inc.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

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

ITEM NUMBER: **B-3 New Business**
 Rejection of Claim – Property Damage

Action Item

The District received a claim from a neighbor of Spring Valley Middle School stating that the school's retaining wall broke and caused water and mud to flood the property.

ADMINISTRATIVE RECOMMENDATION

It is recommended the claim be rejected and referred to the Joint Powers Authority of the San Diego County Office of Education.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

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

ITEM NUMBER: **B-4 New Business**
 Rejection of Claim – Property Damage

Action Item

The District received a claim from Averbach Realty Group, LLC, stating that a District vehicle reversed into the building, causing damage to a structural beam.

ADMINISTRATIVE RECOMMENDATION

It is recommended the claim be rejected and referred to the Joint Powers Authority of the San Diego County Office of Education.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

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

ITEM NUMBER: **B-5 New Business**
 Rejection of Claim – Injury at La Presa Middle School

Action Item

The District received a claim from an attorney alleging that his client was injured at La Presa Middle School.

ADMINISTRATIVE RECOMMENDATION

It is recommended the claim be rejected and referred to the Joint Powers Authority of the San Diego County Office of Education.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-6 New Business **Action Item**
Authorization to Enter into an Agreement with Demsey, Filliger & Associates to Provide Actuarial Valuation Services

GASB 45 establishes standards for governmental employers to measure and report their costs and obligations related to post-employment benefits other than pensions (OPEB), such as retiree health benefits.

GASB 45 requires a significant number of actuarial calculations on which accounting entries and disclosures are based. In order to comply with GASB 45 regulations, the District is required to obtain a valuation of OPEB obligations every two years or when significant changes to benefit provisions occur.

A new valuation study is required at this time due to proposed changes to the retiree health provisions for current and future employees.

Demsey, Filliger & Associates is an actuarial firm with extensive experience providing actuarial services to school districts, cities, counties, and other governmental agencies throughout California. The firm provides services on a fee-for-service basis. Attached is a copy of the proposal. The total fee for the contracted services is \$4,500.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to enter into an agreement with Demsey, Filliger & Associates to provide actuarial valuation services.



Scope of Work

Demsey, Filliger & Associates (DF&A) will provide La Mesa-Spring Valley School District with an actuarial report as of January 1, 2015, setting forth all District liabilities of the postretirement health benefit program, including a 50-year projection of District expenditures under the plan. Our report will contain the following information:

- Disclosure of the postretirement benefit obligations and Annual Required Contributions (ARC) in accordance with the GASB Other Postemployment Benefits (OPEB) accounting standard (GASB 45), for the fiscal years ending June 30, 2015 and 2016;
- Disclosures for the trust funds as may be required by GASB 43;
- Projected annual pay-as-you-go District expenditures for the next 50 years;
- Recommended level annual funding amounts, to pre-fund the obligations as a flat dollar amount, a constant percent increase each year, or a level percent of unfunded liability;
- Reconciliation of Accrued Liability with prior actuarial report;
- Roll-forward of Net OPEB Obligation to June 30, 2014;
- Summary of plan provisions, actuarial assumptions, and certification.

In addition to the report, we provide ongoing assistance in the preparation or review of GASB 45 (OPEB) footnote disclosures at the time the District prepares its financial statements.

Fees

Our flat fee for the services listed above (including telephone support to explain and discuss the report) will be \$4,500, and is all-inclusive based on the scope of the project outlined above. No other expenses would be charged to the project, except as noted in the next section.

Optional services that would require additional charges

(1) The \$4,500 does not include the cost (including any direct expenses) of an on-site presentation to the District's Board, if requested. A quote for the on-site presentation may be requested later at the District's option.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015

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

ITEM NUMBER: LS-1 New Business **Action Item**
Acceptance of Gifts – Lemon Avenue, Maryland Avenue, Murdock and
Rolando Elementary Schools

Kurt Van Gunst, a community supporter, would like to donate a Macintosh G4 computer, monitor, keyboard, mouse and an HP inkjet printer valued at \$1,000.00 to Lemon Avenue Elementary School.

College Community Church would like to donate a T.V. with mount valued at \$2,000.00 to Maryland Avenue Elementary School to be installed in the multi-purpose room.

Murdock Elementary School PTA would like to donate \$846.00 to Murdock Elementary to fund the Safety Patrol's trip to Disneyland.

Rolando Elementary School PTA would like to donate \$1,500.00 to Rolando Elementary to fund the Safety Patrol's trip to Disneyland and \$1,920.00 for the 4th grade Ballroom Dance program.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: Karen Walker
Assistant Superintendent, Learning Support

ITEM NUMBER: LS-2 New Business

Action Item

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

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

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 \$120,000.00. Authorization was granted at the January 20th 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 \$12,500.00.

Previously authorization was granted to enter into a special education master contract for the 2014-15 school year with Excelsior Academy, a nonpublic school, in a not-to-exceed amount of \$55,000.00. Authorization was granted at the February 17th Board meeting to enter into an expanded master contract in a not-to-exceed amount of \$12,500.00. Due to the enrollment of a new student it is necessary to again expand the contract in a not-to-exceed amount of \$13,000.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/15	\$ 1,398,500.00
Aseltine School	Not-to-exceed \$ 12,500.00
Excelsior Academy	Not-to-exceed \$ 13,000.00
Total encumbered cost for all nonpublic schools/agencies	\$ 1,424,000.00

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

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

ITEM NUMBER: LS-3 New Business

Action Item

Authorization to Enter into a Memorandum of Understanding with Santa Sophia Academy for NCLB Title III Provision of Limited-English-Proficient Student Programs and Services to Private Schools

As a participant in the federally funded Title III program, and under requirements for that program, the District is to provide Title III services to eligible students at non-public schools within the District's geographic jurisdiction.

Santa Sophia is a non-public school located in the District's geographic jurisdiction. They have 14 students eligible to receive Title III services. The attached Memorandum of Understanding contains a description of the nature and scope of services and materials to be provided by the District to the eligible students enrolled in Santa Sophia Academy.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into a Memorandum of Understanding with Santa Sophia Academy for NCLB Title III provision of Limited-English-Proficient student programs and services to private schools.

Memorandum of Understanding
Between
Santa Sophia Academy and the La Mesa-Spring Valley School District
For
NCLB Title III Provision of Limited English Proficient Student Programs and Services to Private Schools

Section 1: General

The La Mesa-Spring Valley School District (LMSVSD) has been notified by Santa Sophia Academy, a private school located within the geographic jurisdiction of this school district, of a request to participate in the Limited English Proficient (LEP) Student Program funded under NCLB, Title III during the 2014-15 school year.

This MOU contains a description of the nature and scope of services and materials to be provided by LMSVSD to the LEP students enrolled in Santa Sophia Academy.

Section 2: How will the students' needs be identified?

Based on the most recent LEP student identification procedures, there are LEP students enrolled in Santa Sophia Academy for the 2014-15 school year.

The LEP student identification process consisted of the Home Language Survey followed by the administration of an English proficiency assessment selected and approved by LMSVSD. Santa Sophia Academy determines when LEP students have become fluent English proficient based on the results of the aforementioned instrument.

Staff at Santa Sophia Academy has requested the following: 2 iPads

Section 3: What will be offered?

LMSVSD will provide the following:

- Purchase of 2 iPads through District Purchasing Department
- Assistance with evaluation of effectiveness
- Assistance in selecting appropriate Applications

Section 4: How, when, and where will the services be provided?

- iPads will be bar-coded by the LMSVSD
- iPads will be kept in the computer lab at Santa Sophia School
- iPads will be used exclusively by identified Limited English Proficient students under the supervision of J.D. Laaperi

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of LMSVSD and Santa Sophia Academy shall meet during the month of June to discuss the delivery and effectiveness of the materials provided to LEP students including data on student use and time in specific applications, as well as assessment data to measure student growth. The representatives shall determine if any changes are needed in the program.

Section 6: Describe the size and scope of the equitable services provided.

Representatives of LMSVSD and Santa Sophia Academy shall determine if the size and scope of services provided result in the equitable provision of services to LEP students enrolled in Santa Sophia Academy. In 2014-15 LMSVSD will serve 2,407 LEP students and 14 LEP students enrolled in Santa Sophia Academy with a total LEP Student Subgrant of \$227,135.00. This results in a per pupil expenditure of \$93.80, which is a figure that shall be used as a point of reference to determine comparability.

Section 8: Signatures of authorized representatives

For Santa Sophia Academy:

Name: _____

Phone No: _____

Signature: _____

Date: _____

Title: _____

For La Mesa-Spring Valley School District:

Name: _____

Phone No: _____

Signature: _____

Date: _____

Title: _____

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015

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

ITEM NUMBER: LS-4 New Business **Action Item**
Authorization to Enter into a Memorandum of Understanding with the
California Partnership for Achieving Student Success Plus

California Partnership for Achieving Student Success Plus (Cal-PASS Plus) was created in 1998 through leadership and funding by the California Community College Chancellor's Office. It is an accessible, actionable and collaborative pre-K through 16 system of student data.

Cal-PASS Plus' mission is to provide actionable data to help improve student success along the education-to-workforce pipeline. Collaboration using this data will inform better instruction, help close achievement gaps, identify scalable best practices, and improve transitions. Cal-PASS Plus offers longitudinal data charts, detailed analysis of pre-K through 16 transitions and workplace outcomes, information and artifacts on success factors, and comparisons among like universities, colleges, K-12 school systems and schools.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached Memorandum of Understanding with the California Partnership for Achieving Student Success Plus.



CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS

MEMBER INSTITUTION MEMORANDUM OF UNDERSTANDING

In signing this Memorandum of Understanding ("MOU"), **La Mesa Spring Valley School District** ("**Institution**") agrees become a member institution of the California Partnership for Achieving Student Success ("**Cal-PASS Plus**") and to be bound by all terms and conditions of this MOU.

RECITAL

A. Cal-PASS Plus is a program conducted by Education Results Partnership, Inc., a California nonprofit public benefit corporation ("**ERP**") together with San Joaquin Delta College ("**SJDC**") and the California Community Colleges Chancellor's Office ("**CCCCO**"). Cal-PASS Plus collects, analyzes, and shares student data with educational institutions who have agreed to become part of Cal-PASS Plus by entering into a memorandum of understanding ("**Cal-PASS Plus Members**"). Cal-PASS Plus collects, analyzes and shares student data among Cal-PASS Plus Members in order to track performance and improve student outcomes from pre-K through 12th grade, and through college and the workplace. Cal-PASS Plus services are provided without fees or cost to Cal-PASS Plus Members. Data sharing also assist educational institutions to meet compliance reporting requirements and to assist organizations with the research necessary to increase knowledge and collaboration among educational institutions. To that end, Cal-PASS Plus will coordinate the process of Cal-PASS Plus Members sharing academic performance data concerning students who have attended or who are attending their institutions by facilitating the transfer of data between Cal-PASS Plus Members in a manner consistent with FERPA, other applicable federal and California state laws and regulations, local regulations, and best practices and guidelines.

B. Cal-PASS Plus is designed to improve transitions and success across educational segments. Cal-PASS Plus Members may use data provided by Cal-PASS Plus to develop, implement, and assess interventions to improve instruction, and also to identify higher performing institutions and programs to support collaboration and peer-to-peer sharing of best practices. Institution-based, multi-segmental work groups (also known as Regional Learning Councils, or RLC's) are the preferred venues for Cal-PASS Plus participation.

C. In entering into this MOU, Institution accepts and agrees to abide by all MOU terms and conditions, elects to become a Cal-PASS Plus Member, and to actively engage in data sharing with Cal-PASS Plus and the other Cal-PASS Plus Members.

THEREFORE, the Institution agrees to the following terms of this MOU:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms have the meanings as specified below:

"**Cal-PASS Plus Parties**" shall have the meaning assigned to such term in Section 2.

"**Cal-PASS Plus**" shall have the meaning assigned to such term in the first paragraph of this MOU.

"**Cal-PASS Plus Data**" means the data elements that are defined in the Data Element Dictionary as may be amended by Cal-PASS Plus from time to time and which data elements have been provided to Cal-PASS Plus.

"**Cal-PASS Plus Members**" shall have the meaning assigned to such term in Recital A.

"**CCCCO**" shall have the meaning assigned to such term in Recital A.

"**ERP**" shall have the meaning assigned to such term in Recital A.

"**FERPA**" shall mean the Family Education Rights and Privacy Act of 1974.

"**Institution**" shall have the meaning assigned to such term in the first paragraph of this MOU.

"**MOU**" shall have the meaning assigned to such term in the first paragraph of this MOU.

"**MOU Addenda**" shall have the meaning assigned to such term in Section 2.

"**Partner Organizations**" shall mean ERP, SJDC and CCCCCO.

"**SJDC**" shall have the meaning assigned to such term in Recital A.

"**Termination Event**" shall mean (a) a material breach of this MOU by Institution; (b) any act by Institution exposing the Cal-PASS Plus, any Partner Organization or any other Cal-PASS Plus Party to liability for personal injury or property damage; or (c) Institution confirms its insolvency or is adjudged a bankrupt, or assumes negative fiscal status; Institution makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Institution's insolvency.

ARTICLE 2. PURPOSE OF CAL-PASS PLUS AND MOU

It is the role of Cal-PASS Plus to create the mechanisms and procedures by which Cal-PASS Plus Members, ERP, SJDC and CCCCCO (collectively, "**Cal-PASS Plus**") share, store, compare, analyse and disseminate academic performance data and research obtained through the analysis of such data, concerning students who have attended or who are attending Cal-PASS Plus Member institutions by facilitating the transfer of data between Cal-PASS Plus Parties in a manner consistent with all federal, state and local laws and regulations including, without limitation, FERPA, and best practices and guidelines within this industry.

The purpose of this MOU is to provide the terms and conditions by which Cal-PASS Plus Parties agree to share and use such data. The Cal-PASS Plus Parties may enter into one or more addenda or amendment outlining additional terms, conditions, roles or obligations with respect to the operation of Cal-PASS Plus ("**MOU Addenda**"). Each MOU Addenda shall be binding on the Cal-PASS Plus Member upon its execution of the MOU Addenda and shall, upon such execution, form a part of this Agreement and its terms shall be fully incorporated herein as though fully set forth in this Agreement.

Institution acknowledges that performance of its obligations under this MOU may require frequent and timely exchanges of information between one or more of the Cal-PASS Plus Parties. Cal-PASS Plus' ability to execute the Cal-PASS Plus program is conditioned upon timely receipt of necessary information from Institution,

provided that Cal-PASS Plus provides Institution with reasonable advance notice of the need for such information and the date by which such information is required.

ARTICLE 3. DATA SHARING

Institution shall provide to Cal-PASS Plus the Cal-PASS Plus Data as required of Institution by the Cal-PASS Plus administrator. Said Cal-PASS Plus Data shall be provided in the manner and form as specified by the administrators of Cal-PASS Plus. Cal-PASS Plus Data shall be used by Cal-PASS Plus Parties consistent with the terms and conditions of this MOU.

Occasionally, requests may be made from researchers or research institutions for data aggregated in a particular manner. Cal-PASS Plus may, from time to time at its discretion, provide aggregated and anonymous data based on the data received from Cal-PASS Plus Parties to researchers or research institutions for analysis and research concerning the improvement of academic instruction and student outcomes. Cal-PASS Plus agrees to share the data in a manner consistent with the FERPA guidelines, ensuring the confidentiality of records.

Institution understands that, in order to conduct the Cal-PASS Plus Program, it may be necessary for Cal-PASS Plus and/or its Partner Organizations to share Cal-PASS Plus Data with such third parties as it deems necessary or appropriate to conduct Cal-PASS Plus provided, however, that the third party has agreed in writing to maintain the confidentiality obligations, including compliance with FERPA, as each of the Cal-PASS Plus Parties are required to do under this MOU.

In addition, Cal-PASS Plus shall have the ability to display summary-level reports of Cal-PASS Plus Data on the publicly accessible Cal-PASS website.

A. Confidentiality and Security of Data

All Cal-PASS Plus Parties shall maintain the confidentiality of any and all student data exchanged by each as a part of this MOU and Cal-PASS Plus. In accepting, maintaining and sharing Cal-PASS Plus Data, all Cal-PASS Plus Parties shall comply with all federal, state and local laws and regulations including, without limitation, FERPA. The requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, each Cal-PASS Plus Party shall establish a system of safeguards that will, in all respects, comply with federal, state and local laws and regulations including, without limitation, FERPA and other privacy protection laws and regulations. Specifically:

1. Institution, to the extent it is an education institution collecting educational records of its students, understands that it may not disclose educational records without written consent from the parent or eligible student, except to the following parties under the following conditions: school officials with legitimate educational interest; other schools to which a student is transferring; specified officials for audit or evaluation purposes; appropriate parties in connection with financial aid to a student; organizations conducting research or studies for or on behalf of the school; accrediting organizations; to comply with a judicial order or lawfully issued subpoena; appropriate officials in cases of health and safety emergencies; and state and local authorities, within a juvenile justice system, pursuant to specific State law.

2. For the purposes of this MOU, Institution acknowledges and agrees that Cal-PASS Plus is considered an organization conducting research and other services on behalf of Institution.
3. Institution will not use Cal-PASS Plus Data received through Cal-PASS Plus for any purpose other than that specifically allowed under the terms of this MOU.
4. This MOU does not allow Institution (or its subcontractors) to disclose Cal-PASS Plus Data to any other third parties except as set forth under this MOU or in limited circumstances permitted under FERPA.
5. To ensure the continued confidentiality and security of the Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall assume responsibility of data received and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access.
6. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems that ensure all Cal-PASS Plus Data is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data.
7. All staff of Institution involved in the handling, transmittal, and/or processing of Cal-PASS Plus Data provided under this MOU will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
8. To ensure the continued confidentiality and security of Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems shall require the use of appropriate safeguards, including secure passwords to access databases used to process, store, or transmit provided under this MOU.
9. Institution will establish, implement, and maintain internal procedures, systems, and safeguards: to maintain the integrity of their systems and secure databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU, and to maintain the Cal-PASS Plus Data in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
10. Institution shall ensure that any and all disclosures comply with all provisions of FERPA and other applicable federal and California state laws and regulations relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act.
11. Institution shall immediately notify Cal-PASS Plus in the event the security, confidentiality, or integrity of the Cal-PASS Plus Data is exchanged, is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery.
12. Exchange of data between Cal-PASS Plus Parties and/or third party contractors is subject to the requirements outlined in this MOU. Cal-PASS Plus Parties may subcontract to assist in performing the Roles and Responsibilities hereunder.

B. Method of Transfer

Cal-PASS Plus will employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access during transfer. Typical secure methods of transfer include Secure File Transfer Protocol (SFTP), Secure HTTPS transfer or via encrypted physical media. Any other transfer methods employed and the procedures utilized by Institution to protect the data provided under this agreement are the responsibility of the Institution but are subject to review and approval by the administrators of Cal-PASS Plus.

C. Disposition of Data

Any Cal-PASS Plus Data received pursuant to this Agreement shall be one way encrypted, stripped of personally identifiable information and the primary source data will be archived securely, detached from all Internet connected devices, and only accessible to the administrators of Cal-PASS Plus authorized staff.

ARTICLE 4. INDEMNIFICATION

Institution shall defend, indemnify, and hold harmless each of the other Cal-PASS Plus Parties and their affiliates, respective officers, directors, shareholders, members, employees, agents, attorneys, representatives and their respective successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees and costs) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided willfully or negligently by Institution to another Cal-PASS Plus Party; (b) Institutions' noncompliance with any federal, state or local law, statute, rule, or regulation; (c) Institution's breach of any term or condition of this MOU; or (d) the negligent or intentional acts or omissions of Institution.

ARTICLE 5. ENTIRE AGREEMENT

This MOU states the entire agreement between the Cal-PASS Plus Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

Institution represents and warrants that:

- 1) The person signing this MOU on behalf of Institution represents and warrants that he or she has authority to sign on behalf and to bind such party.
- 2) Institution represents that it has the right and power to authorize participation in Cal-PASS Plus and to undertake its obligations as set forth in this Agreement.
- 3) The execution of this MOU by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions.
- 4) In performing its obligations under this MOU, Institution will comply with all applicable federal, state and local, laws, rules and regulations.
- 5) Institution shall not knowingly provide to Cal-PASS Plus, Cal-PASS Plus Data that is false or inaccurate.

ARTICLE 7. ASSIGNMENT

Institution may not assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of Cal-PASS Plus.

ARTICLE 8. SEVERABILITY

Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

ARTICLE 9. WAIVER

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

ARTICLE 10. MODIFICATION AND AMENDMENTS

Except for the Data Element Dictionary, this MOU may only be amended, modified or supplemented by an agreement in writing signed by authorized representatives of the Institution. The Data Element Dictionary may be amended by Cal-PASS Program from time to time by providing Institution with thirty (30) days prior written notice of any such amendment.

ARTICLE 11. TERM

This MOU shall be in effect with respect to Institution upon its execution of this MOU and will remain in effect until terminated in accordance with Article 12.

ARTICLE 12. TERMINATION

Institution, may terminate this MOU and, as a result, its participation in Cal-PASS Plus, by providing Cal-PASS Plus thirty (30) days' written notice. Notice shall be deemed given upon Cal-PASS Plus' actual receipt of the written notice. However, termination of Institution will have no force or effect on the rights and responsibilities as to the remaining Cal-PASS Plus Parties.

A Partner Organization will notify in writing each Cal-PASS Plus Party in the event it decides to terminate its participation in Cal-PASS Plus. This MOU shall also immediately terminate in the event of the termination or cancellation of Cal-PASS Plus as a program.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Cal-PASS Plus at law or equity. Written notice by Cal-PASS Plus shall be deemed given when received by Institution.

ARTICLE 13. JOINDER OF OTHER CAL-PASS PLUS PARTIES

Cal-PASS Plus Parties agree that any school district, county office of education, community college district, WASC accredited public or private four-year college or university located in California or other educational organization whose purpose is to improve student success, may become a party to this MOU by executing a counterpart of this MOU in form substantially similar hereto.

ARTICLE 14. EXECUTION AND DELIVERY OF MOU

A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU. In executing and returning a signed copy of this MOU, the "Authorized Officer" represents and warrants that he or she has all requisite power and authority to execute and deliver this MOU, all necessary approvals for the execution and delivery of this MOU on behalf of the Institution has been obtained.

Authorized Officer Signature: _____

Date: _____

Institution Name: _____ **La Mesa Spring Valley School District**

Print Name: _____ **Karen Walker**

Title: _____ **Assistant Superintendent, Learning Support**

Phone: _____ **6196685700** **Email:** _____ **karen.walker@lmsvsd.net**

MOU Submission

This MOU may be signed and returned through Cal-PASS Plus' secure web portal [<https://www.calpassplus.org/CalPASS/Join/NewMou.aspx>], by e-mail to [ken@edresults.org] or by US Mail addressed as follows:

Ken Sorey
Educational Results Partnership
Cal-PASS Plus Project Director
2300 N Street, Suite 3
Sacramento, CA 95816

If you choose to limit the institutions with which you share data, contact Cal-PASS Plus for assistance.

Designation of Contacts for Cal-PASS Plus**Name of Institution/District:** La Mesa Spring Valley School District

Primary Contact: This person is responsible for coordinating the Cal-PASS Plus process at your institution. This is also the person who will receive a primary User ID and Password, which are required to access data and performance reports on the web site. The primary contact will be notified when a new user from your institution has been given login credentials. If login credentials are to be revoked, it is the responsibility of the primary Contact to notify Cal-PASS Plus in writing. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Primary Contact role moves to another employee.

Name: Cara Serban-Lawler**Title:** Director, Technology and Learning Resources**Phone Number:** 6196685700**Email Address:** cara.serbanlawler@lmsvdsd.net

Data Submission Contact: This person is responsible for generating and submitting the data files. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Data Submission Contact role moves to another employee.

Name: Valeri Ranum**Title:** Supervisor, Technology**Phone Number:** 6196685700**Email Address:** valerie.ranum@lmsvdsd.net

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

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

ITEM NUMBER: LS-5 New Business

Action Item

Authorization to Enter into a Contract with San Diego County Office of Education for the First 5 San Diego Quality Preschool Initiative Rating and Classroom Enhancement Funding

San Diego County is one of 16 California counties comprising the Early Learning Challenge (ELC) Quality Preschool Initiative Consortia. The desire is to expand access to early learning and care for children, parents and society at large.

The Consortia will provide support and guidance to the District in the rating process for each preschool site based upon the ELC Tiered Quality Rating and Improvement System (TQRIS).

The Consortia has identified the desired outcome of the ELC TQRIS as ensuring children entering kindergarten are ready to learn and succeed by increasing access to high-quality programs for children with high needs. California's TQRIS is built upon a Quality Continuum Framework that is:

- Supportive of kindergarten readiness
- Built on tiers and incentives to be set at the local level
- Based on a continuous program improvement process

Lucia Garay, Executive Director, Early Education Programs and Services for SDCOE, is aware and supportive of the procedure the District follows for contract approval. Therefore, the contract submission date of March 13, 2015 has been extended.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached contract with San Diego County Office of Education for the First 5 San Diego Quality Preschool Initiative Rating and Classroom Enhancement Funding.

PROVIDER CONTRACT
Rating and Classroom Enhancement Funding

This agreement is entered into on the _____ of _____, 2015, by and between La Mesa-Spring Valley School District ("Provider") and San Diego County Superintendent of Schools, for the First 5 San Diego Quality Preschool Initiative ("QPI") Rating and Classroom Enhancement Funding.

This Contract specifies the responsibilities assumed by the Quality Preschool Initiative and the Provider participating in the Quality Preschool Initiative Program, which is in accordance with the goals of the Quality Preschool Initiative.

For good and valuable consideration, including the agreements of the parties described below and set forth in the attachments, Provider and the Quality Preschool Initiative agree as follows:

SCOPE OF WORK AGREEMENTS:

I. THE PROVIDER AGREES TO:

- A. Submit a signed copy of this contract on or before March 13, 2015.
- B. Agree to receive program quality rating as per the Race to The Top Implementation Guide from the *California Department of Education Race to the Top Early Learning Challenge (RTT ELC)*. A copy of this document is attached as Exhibit A.
- C. Agree to provide program, site, session, staff and child data in Pinwheel as needed to rate preschool sites not currently participating in QPI. Child-level data will be visible to the agency but not visible to SDCOE inside Pinwheel, therefore the implementation of the informed parent consent process will not be necessary.
- D. Read and sign the Terms and Conditions for the use of the QPI Web-based Data System, Pinwheel. Utilize Pinwheel for all required data collection activities. A copy of this document is attached as Exhibit B.
- E. Prior to beginning services and with the execution of this contract, provide QPI with copies of Providers current child care License(s) through Community Care Licensing with this contract and current Certificate of Insurance in compliance with the requirements set forth below.
- F. Submit a budget and budget narrative request form clearly identifying classroom enhancement needs for CSPP and/or Head Start classrooms not currently participating in QPI. Ensure that the request clearly outlines the intended use of the Quality Preschool Initiative (QPI) classroom enhancement funds. Request shall be submitted on or before March 13, 2015. The QPI classroom enhancement request form is attached as Exhibit C.
- G. Submit an invoice for expenses for the classroom enhancement funding to Quality Preschool Initiative using the web-based data system, Pinwheel, by no later than July 15, 2015.
- H. Comply with First 5 Commission Mandatory Article Flow-Down language. A copy of this contract document is attached as Exhibit D.

- I. Acknowledge that payment for classroom quality enhancement funding will come in one installment and may only be spent on quality improvement expenses that have been pre-approved on the Agency's QPI Budget.
- J. Follow the Quality Preschool Initiative accounting and reporting guidelines, including:
 - (i) matching the Quality Preschool Initiative income and expenses in accordance with a Quality Preschool Initiative approved budget;
 - (ii) all approved purchases must be received by June 30, 2015, and balances returned to SDCOE.
- K. Acknowledge that Quality Preschool Initiative is working with the State to develop accounting and reporting guidelines to effectively separate Quality Preschool Initiative funding from other public funding sources. Each Provider will be responsible for implementing policies and procedures necessary to prevent commingling or reductions of funding.

II. QUALITY PRESCHOOL INITIATIVE AGREES TO:

- A. Provide support and guidance to the Provider in the rating process for each preschool site based upon the *California Department of Education Race to the Top Early Learning Challenge (RTT ELC)* Tiered QRIS Hybrid Matrix. A copy of the RTT-ELC Hybrid Matrix is attached as Exhibit A.
- B. Provide the Agency a classroom enhancement allocation based upon successful application/request for approved classroom enhancement expenditures.

AGREEMENT TERM / TERMINATION AND RENEWAL

This Contract shall commence on _____ and end on **June 30, 2015**. This Agreement may not be renewed for any term beyond original. Continued participation in future years will require a separate Agreement to be signed for that year.

This Agreement may be terminated by either party with a thirty (30) day written notice.

AMENDMENT

No amendment or modification of this Contract shall be valid unless it is in writing and signed by all the parties to this Contract.

COMPENSATION/COSTS AND PAYMENT SCHEDULE

Advancing funds to the Provider is a convenience that may be provided by the Quality Preschool Initiative to ensure continuity of services to the children in the Quality Preschool Initiative Program; however, Provider should have sufficient operating capital in the event that the Quality Preschool Initiative funds are delayed or withheld.

Funding to the provider may be suspended at any point during the program year when violations to this contract occur.

INDEPENDENT CONTRACTOR

Provider, Provider's agents and employees, in the performance of this Contract, are acting in an independent capacity and are not agents or employees of the Quality Preschool Initiative, San Diego County or the State of California.

INDEMNIFICATION

Provider agrees to indemnify and hold harmless the Quality Preschool Initiative and its officers, agents and employees from any and all contractors, subcontractors, laborers, or other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Provider in the performance of this Contract.

The Quality Preschool Initiative shall defend, indemnify, and hold harmless the Provider, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, or employees.

WAIVER

No right under this Contract shall be waived merely by delaying or failing to exercise that right. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver of a default under this Contract must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

SEVERABILITY

If any term or provision of this Contract is found to be invalid or unenforceable pursuant to applicable law, the remaining provisions of this Contract shall remain in full force and effect and such term shall be deemed stricken.

NOTICE

Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein (or another address later designated by that party in a notice under this section). Any such notice shall be deemed received on the date of personal delivery to the party (or the party's authorized representative) or three (3) business days after deposit in the U.S. Mail, or by email as the case may be.

County Contact:

San Diego County Superintendent of Schools:
Lucia Garay, Executive Director
6401 Linda Vista Road, Rm. 315;
San Diego, CA 92111
(858) 292-3801 phone (858) 569-5394 fax
Email: lgaray@sdcoe.net

Provider Contact: Rita Schwartz
Agency: La Mesa-Spring Valley School District
Program Director: Rita Schwartz
Address: 4750 Date Avenue
City: La Mesa
State: CA
Zipcode: 91942
Phone: 619-668-5700

TOBACCO FREE FACILITY

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

FUND AVAILABILITY

Funding of this Agreement, if funded by the County, is contingent upon appropriation and availability of funds. Work performed in advance of contract approval shall be done at the sole risk of Contractor.

WORKERS' COMPENSATION

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

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

ASSIGNMENT

The Provider shall not assign, transfer, or subcontract by operation of law or otherwise any or all of their rights, burdens, duties, or obligations without the prior written consent of the County.

AUDIT

The Provider agrees to maintain and preserve, until seven (7) years after termination of the Agreement with the County and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

INSURANCE REQUIREMENTS

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

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego and Commission.
- D. Professional **Errors and Omissions** Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. **Any** self-retained limit shall be greater than \$25,000 per occurrence/event without County's Risk Manager's approval, acting on behalf of the Commission. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, Commission will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.
- E. Improper Sexual Conduct: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

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

SCHOOL SAFETY PROVISION

The County has determined that **greater than limited contact** with pupils may occur under the terms of this Agreement. Certification of Fingerprinting will be required of the Provider and staff who provide services under this agreement. No funds will be distributed until the requirements of Education Code Section 45125.1 have been met or the appropriate requirements under community care licensing.

VENUE / CHOICE OF LAW

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

COMPLIANCE WITH LAWS

The Provider shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

DEBARMENT, SUSPENSION OR INELIGIBILITY

The Provider certifies, by submission that it, its principals, its employees and its subcontractors:

- A. Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- B. Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, state, or local) with commission of any offenses enumerated in the paragraph above.

FINAL APPROVAL

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

ENTIRE AGREEMENT

This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, contain the entire agreement and understanding between the parties as to the subject matter hereof. No prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof.

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

SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS

La Mesa-Spring Valley School District

Date

Date

By (Authorized Signature)

Lora Duzyk

Name

Assistant Superintendent – Business Services

Title

95-6000935

SDCOE Tax ID.

By (Authorized Signature)

Name (Type or Print)

Title

Federal I.D. No./Social Security

Enclosures

- ☐ Current Certificate of Insurance
- ☐ Current Child Care License(s) through Community Care Licensing.
License # _____

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015

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

ITEM NUMBER: LS-6 New Business
Acceptance of Uniform Complaint Quarterly Report

Action Item

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 March 31, 2015.

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: January 1, 2015 – March 31, 2015

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

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

Submitted by: Karen Walker. Ed.D.

Title: Assistant Superintendent, Learning Support

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

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

ITEM NUMBER: LS-7 New Business **Action Item**
Authorization to Conduct Student Excursion – La Presa Middle School
Jazz Band

La Presa Middle School Jazz Band is requesting approval to perform at Knott's Berry Farm on Saturday, May 16, 2015.

Twenty band members, 2 parent chaperones, and band director Aaron Irwin will depart from La Presa Middle School at 8:00 a.m. and return at 8:00 p.m. Fees for this excursion will be paid through donations and the band's ASB account.

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-6 Human Resources Recommendations
Standard Recommendations

Action Item

The Human Resources recommendations which are attached for consideration at the April 21, 2015, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

6. Standard Human Resources Recommendations – April 21, 2015

CERTIFICATED:

Approval of Contract:

Effective:

Weaver, Peggy E.	Resource Specialist	V-1*	04/13/15
*Initial step placement, pending verification of prior experience			

Approval of Change of Classification:

Minter, Jean E.	From: V	To: VI	04/01/15
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CLASSIFIED:

Approval of Employment – Merit System:

Blue, Michele E.	Paraprofessional – Special Education	21-A	04/08/15
Degracia III, Gregorio	Paraprofessional – Special Education	21-A	04/09/15
Elinger, Amy S.	Paraprofessional – Special Education	21-A	04/10/15
Guido, Stephanie N.	Child Nutrition Worker I	9-A	04/13/15
Hillock, Renae G.	Health Aide	24-A	03/03/15
Pongun, Erica N.	Extended School Services Leader	26-A	04/13/15
Salinas, David	Custodian	26-A	04/01/15
Vega Lopez, Elaine N.	Office Assistant I	17-A	04/13/15
Zuchelli, Kelley E.	Paraprofessional – Special Education	21-A	04/13/15

Approval of Termination of Employment – Merit System:

Brown, Lori A.	Extended School Services Accounting Technician (resigned)	52-F+	04/15/15
Cappetto, Karen M.	Accounting Specialist (resigned)	64-E	04/04/15
Kamenski, Mary E.	Paraprofessional – Special Education (further education)	21-A	03/27/15
Sterling, Amber M.	Licensed Vocational Nurse (permanency not granted)	56-A	02/13/15

Approval of Employment:

Alba, Isabela	Student Helper	\$10.31/hr	03/02/15
Anjo, Marisa D.	Extended School Services Attendant	\$10.33/hr	03/11/15
Bailey, Beatriz D.	Extended School Services Attendant	\$10.33/hr	03/26/15
Bailey, Kaitlyn R.	Playground Attendant	\$9.00/hr	04/13/15
Crawley, Ashley M.	Playground Attendant	\$9.00/hr	03/10/15
Davis, Michelle M.	Playground Attendant	\$9.00/hr	03/02/15
Diaz, Elvia R.	Playground Attendant	\$9.00/hr	03/26/15
Eaddy, Jasmine	Student Helper	\$10.31/hr	03/26/15
Fa'atiliga, Caitlin E.	Playground Attendant	\$9.00/hr	03/09/15
Gutierrez, Heather E.	Playground Attendant	\$9.00/hr	03/09/15
Guzman Zazueta, Jessica A.	Student Helper	\$10.31/hr	03/02/15
Izaguirre, Rosa M.	Extended School Services Attendant	\$10.33/hr	03/07/15
Kang, Shelby	Student Helper	\$10.31/hr	03/02/15
Kemper, Lisa L.	Playground Attendant	\$9.00/hr	03/03/15
Ledet Jr., Elton B.	Extended School Services Attendant	\$10.33/hr	03/11/15
Mizejewski, Debra L.	Playground Attendant	\$9.00/hr	03/09/15

Montano, Alexa A.	Extended School Services Assistant Leader	\$13.59/hr	02/02/15
Negron, Maria E.	Extended School Services Assistant Leader	\$13.59/hr	02/02/15
Pettit, Naomi L.	Extended School Services Assistant Leader	\$13.59/hr	03/16/15
Ramirez, Jocelyn J.	Extended School Services Assistant Leader	\$13.59/hr	02/26/15
Rocha, Luis J.	Extended School Services Attendant	\$10.33/hr	03/11/15
Rodriguez, Sandra	Student Helper	\$10.31/hr	03/05/15
Sexton, Shelly A.	Playground Attendant	\$9.00/hr	03/16/15
Stoop, Noah R.	Extended School Services Attendant	\$10.33/hr	03/11/15
Thevenot, Carly M.	Extended School Services Assistant Leader	\$13.59/hr	02/23/15
Urbanek, Alexander J.	Extended School Services Assistant Leader	\$13.59/hr	02/02/15

Approval of Termination of Employment:

Alarcon, Jorge A.	Extended School Services Attendant (further education)	03/20/15
Beltran Aguirre, Hector	Extended School Services Attendant (further education)	01/16/15
Bolanos, Liliana	Extended School Services Attendant (further education)	01/23/15
Bravo de Hernandez, Ana	Playground Attendant (resigned)	02/12/15
Brown, Denzel C.	Playground Attendant (end of temporary assignment)	02/17/15
Cartier, Sarah L.	Extended School Services Assistant Leader and Extended School Services Attendant (end of temporary assignment)	01/16/15
Craig, Katlyn L.	Extended School Services Attendant (employment elsewhere)	01/23/15
Crawford, Shirel A.	Playground Attendant (end of temporary assignment)	10/31/14
Davis, Kimberly D.	Student Helper (further education)	02/17/15
Delgadillo, Veronica L.	Playground Attendant (employment elsewhere)	02/13/15
Dugger, Kayana N.	Extended School Services Attendant (end of temporary assignment)	01/30/15
Duron, Maritza C.	Extended School Services Attendant (employment elsewhere)	02/06/15
Flood, Dominique S.	Extended School Services Attendant (further education)	03/06/15
Garipey-Collins, Rachel T.	Playground Attendant (employment elsewhere)	03/12/15
Harder, Nicole A.	Extended School Services Attendant (employment elsewhere)	04/02/15
Kelley, Trevor C.	Extended School Services Attendant (end of temporary assignment)	03/24/15
Ketterer, Crystal L.	Playground Attendant (other District employment)	01/21/15
Mejia, Rafael F.	Extended School Services Attendant (end of temporary assignment)	02/06/15
Morales, Andrea B.	Extended School Services Attendant (further education)	01/22/15
Nelson, Elise M.	Extended School Services Attendant (employment elsewhere)	03/27/15
Oracion, Maxwell L.	Extended School Services Attendant (further education)	02/10/15
Pongun, Erica N.	Extended School Services Assistant Leader and Extended School Services Attendant (other District employment)	04/10/15
Queen, Katilin D.	Extended School Services Attendant (employment elsewhere)	03/13/15
Quintero, Jesse A.	Extended School Services Attendant (further education)	03/05/15
Reiner, Hunter A.	Extended School Services Attendant (further education)	03/23/15
Rennie, Joseph M.	Student Helper (end of temporary assignment)	03/10/15
Rosas, Brittney J.	Extended School Services Attendant (further education)	01/30/15
Smith, Jacqueline	Extended School Services Attendant (end of temporary assignment)	02/13/15
Tirado Jr., Tomas R.	Extended School Services Attendant (employment elsewhere)	01/30/15
White, Amaris E.	Extended School Services Attendant (employment elsewhere)	03/17/15

Approval of Change of Classification:

Boomgarden, Seth P.	From: Business Services Analyst	86-C	03/30/15
	To: Supervisor, Budget and Accounting	17-A	

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 21, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-7 Human Resources Recommendations **Action Item**
**Approval of Revision to Salary Placement for Supervisor, Payroll and
Benefits Classification on Classified Supervisory Salary Schedule to
Salary Range \$62,026 (Step A) to \$77,314 (Step F)**

At its meeting on December 14, 2014, the Personnel Commission approved a proposed new job description and a recommended salary for the classification of Supervisor, Payroll and Benefits. The Board of Education approved the salary recommendation at its meeting on January 20, 2015.

Subsequently, discussion between Personnel Commission staff and the Classification Review Advisory Committee (C-RAC) members revealed some miscommunication regarding the original salary recommendation. Review of surveys from the available benchmark districts indicate an annual salary of \$62,026 (Step A) to \$77,314 (Step F) would place this newly created supervisory classification at the appropriate 50th percentile – not the previously approved annual salary range of \$57,892 (Step A) to \$73,338 (Step F).

This revised salary recommendation was discussed and shared with C-RAC members and District administration. The revised salary recommendation was approved by the Personnel Commission at its meeting on March 23, 2015.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the revision to the salary placement for the Supervisor, Payroll and Benefits classification on the Classified Supervisory Salary Schedule at Salary Range \$62,026 (Step A) to \$77,314 (Step F) as presented.

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: March 17, 2015**

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

The President led the Pledge of Allegiance to the Flag.

Board members present: Babbitt, Chong, Turner, Winet

Board members absent: Duff

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

The President noted that Member Duff was absent due to illness.

It was moved by Turner, seconded by Babbitt, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to approve the minutes of the regular meeting of March 3, 2015, as presented.

COMMUNICATIONS

A ROSE (Recognition of Outstanding Service to Education) Award, sponsored by the LMSV Educational Foundation, was presented to Paige McFaul, Speech Paraprofessional, Spring Valley Middle School, by Shelagh Appleman, Teacher; and Margaret Jacobsen, Principal, Spring Valley Middle.

2014-15 Second Interim Report

Comprehensive School Safety Plans

PowerPoint for the 2014-15 Second Interim Financial Report

Memo from Tina Sardina, Assistant Superintendent, Human Resources, regarding clarification of the contract amendment for the Teachers Association agreement – Article 5.0 Employee Benefits

L.A. Times article regarding health benefits

Announcement of the Food 4 Thought Farmers' Market at La Presa Elementary School on March 18

AGENDA

It was moved by Turner, seconded by Chong, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to approve the agenda as presented.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

MINUTES
Approved as presented

COMMUNICATIONS

ROSE Award – Paige McFaul

14-15 Second Interim Report

School Safety Plans

PPT for Second Interim Report

T. Sardina, Asst. Supt., HR
Clarification of contract
amendment

Health benefits article

LPE Farmers' Market

AGENDA

Approved as presented

HEARING SESSION

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

Cathy Roth, Mt. Helix Council PTA Vice President, Programs announced the annual Reflections Art Program gala celebrating student art would be held in the Boardroom on March 19 from 4:00-7:00 p.m.

The President announced a hearing for anyone who wished to address the Board regarding the Agreement between the La Mesa-Spring Valley Teachers Association and the Board of Education. There being no one wishing to address the Board, the session was closed.

NEW BUSINESS

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Turner, seconded by Chong, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to approve the Agreement between the La Mesa-Spring Valley Teachers Association and the Board of Education with changes.

REPORTS OF OFFICERS OF THE BOARD

With each interim report, the District Board states whether the district's fiscal condition is projected to be positive, qualified, or negative (will, may not, or will not be solvent over the next three years), which is then officially certified by the County Superintendent. Based on current projects for the 2014-15 Second Interim Report, a positive certification is recommended since the District will be able to meet its financial obligations in the current year, next year, and the subsequent 2016-17 fiscal year. David Feliciano, Asst. Superintendent, Business Services; and Robyn Adams, Director, Fiscal Services, presented an overview of the Second Interim Report and responded to clarifying questions.

NEW BUSINESS (cont.)

It was moved by Turner, seconded by Babbitt, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to approve the 2014-15 Second Interim Financial Report and Incorporated Budget Revisions.

It was moved by Turner, seconded by Chong, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to adopt Resolution 14-15-14, Teacher Appreciation Week, with thanks to District teachers.

It was moved by Turner, seconded by Chong, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to adopt Resolution 14-15-15, Classified School Employees Week, with thanks to classified employees.

HEARING(S)

General Education

C. Roth, Mt. Helix
Council PTA
Reflections Art Program

Agreement between Teachers Assn. and Board of Education

**Agrmt. between Teachers
Assn. & Board of Education**
Approved with changes

REPORTS

14-15 Second Interim Rpt. &
Budget Update

NEW BUSINESS (cont.)

**14-15 Second Interim
Report/Budget Revisions**
Approved

**Res. 14, Teacher Appreciation
Week**
Adopted

**Res. 15, Classified School
Employees Week**
Adopted

It was moved by Chong, seconded by Babbitt, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to adopt Resolution 14-15-16, Administrative Employees Week, with thanks to administrative staff.

**Res. 16, Administrative
Employees Week**
Adopted

It was moved by Chong, seconded by Turner, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to appoint the following Board Members as representatives on the following committees: Boys & Girls Club Development Campaign Cabinet (Duff); District Advisory Council (Babbitt); La Mesa Environmental/Sustainable Committee (Chong); and Mt. Helix Council PTA Roundtable Meetings (Babbitt).

**Board member representation
on committees**
Appointed

It was moved by Turner, seconded by Chong, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to approve the following:

Consent Calendar
Approved

Purchase Orders 0000003034 through 0000003222 totaling
\$2,149,468.24

Purchase Orders

Warrants February 17 through March 3, 2015 totaling
\$599,670.03

Warrants

Expenditures in the amount of \$3,294.88

Revolving Cash Fund
Reimbursements from the
General Fund

It was moved by Chong, seconded by Turner, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to approve auction sale of surplus (Obsolete) vehicles and equipment, using TNT Auction.

**Auction sale of surplus
vehicles and equipment**
Approved TNT Auction

It was moved by Turner, seconded by Babbitt, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to accept the following gift with thanks: School and office supplies valued at \$1,000.00 from Richard and Suzanne Camacho, community supporters, to Lemon Avenue Elementary School.

Gift – LEA
Accepted with thanks

It was moved by Babbitt, seconded by Chong, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to authorize administration to approve the Comprehensive School Safety Plans.

School Safety Plans
Authorized

It was moved by Chong, seconded by Babbitt, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to authorize administration to enter into an Agreement with OASIS to Provide Services to Students Attending Extended School Services (ESS).

OASIS Agreement
Authorized

It was moved by Turner, seconded by Chong, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to authorize administration to enter into an Expanded Special Education Master Contract with San Diego Center for Children for the 2014-15 School Year.

**Expanded Sp.Ed. Master
Contract with San Diego
Center for Children**
Authorized

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Turner, seconded by Chong, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to approve standard Human Resources recommendations as amended to include six additional Lecturer/Presenter and/or Short-Term Employment forms.

**Human Resources
Recommendations**
Approved as amended

It was moved by Babbitt, seconded by Chong, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to authorize administration to enter into an Agreement with Seattle University College of Education.

**Agrmt. with Seattle
University College of
Education**
Authorized

It was moved by Chong, seconded by Babbitt, and carried 4-0 with the following votes: Ayes: Babbitt, Chong, Turner, Winet; Noes: None; Absent: Duff, to approve the establishment of a New Certificated Position for Special Education District Resource Teacher.

**New Certificated Position: Sp.
Ed. District Resource Teacher**
Approved

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Chong announced he attended the recent Open House for the STEAM Academy at La Presa Middle School and was impressed.

Mr. Chong announced he attended the recent Quest Academy Open House moved by what he saw there and enthused that these students have a place where they can flourish.

Mr. Babbitt announced he also attended the Quest Academy Open House and shared that it is a wonderful program.

Mr. Babbitt announced that the Peter Pan Jr. Theater performances begin next week and offered tickets to the dais on Thursday. Mr. Babbitt was happy to report that his son will be in the play.

Mr. Babbitt announced he is the webmaster for the San Diego Festival of Science & Engineering, which will be holding a week-long celebration of STEM education, culminating with an EXPO Day at Petco Park on March 21, 2015.

Dr. Turner announced the STEAM Open House at La Presa Middle School was impressive and fun, and she understands why parents and students are signing up to go there.

Dr. Turner announced she, the Superintendent, and representatives from the Center for Oral Health met with County Supervisor Dianne Jacob to obtain support for the school-based clinic at Kempton Elementary. Supvr. Jacob was intrigued with the concept and came up with several alternate ideas for additional funding.

Dr. Turner announced she graduated and received a certificate from the California School Boards Association for completing their Masters in Governance series. She encouraged new Board members and Assistant Superintendents to look into this program.

Mr. Winet announced he received a tour from a student during the STEAM Open House at La Presa Middle School and felt it was a great environment.

Mr. Winet announced he attended the Quest Academy Open House and is pleased as a Board member that we are able to offer these programs that make our District a special place.

Mr. Winet announced that Mark Arapostathis, La Mesa Arts Academy (LMAAC) teacher and current Mayor of La Mesa, completed his dissertation on the LMAAC program and has found out through his professor there is another middle school that designed their program after LMAAC.

The Superintendent announced that he, Karen Walker, Assistant Superintendent, Learning Support; Elisa Holston-Arteaga, Director of Curriculum; and Ginger Radenheimer, Coordinator, Student Interventions, along with representatives of San Diego Youth Services (SDYS), met to discuss the creation of Quest II, a program for students experiencing issues with substance abuse. In addition to the educational piece, this program would receive wrap-around services through SDYS, and there is a possibility of partnering with other nearby districts. The group will continue to meet, and this program could be up and running by the 2015-16 school year.

At 8:25 p.m. the President announced a recess.

CLOSED SESSION

At 8:33 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups. The Superintendent; Board (Member Duff was absent); and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 9:15 p.m.

Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held April 21, 2015.

Emma Turner, Clerk of the Board of Education