



Board of Education

May 15, 2018

Our Purpose

To Inspire Learning and Respect

Our Vision

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

**4750 Date Avenue
La Mesa, California 91942-9293**

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOLS
REGULAR SESSION: Tuesday, May 15, 2018 - 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

Action

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. 2018-19 Local Control Accountability Plan (LCAP) Overview

Information

NEW BUSINESS

BUSINESS SERVICES

1. Consent Calendar*
 - a. Ratification of Purchase Orders, Warrants, Revolving Cash Fund Reimbursements, and Purchasing Contracts
 - b. Approval of List of Architect Firms for Architectural and Engineering Services, RFP #17/18-002
 - c. Award of Bid for Bread, Bid #FB 17/18-002
2. Authorization to Increase Transportation Fees and Child Nutrition Fees for Elementary and Middle School Full-Paid Breakfasts and Lunches
3. Resolution 17-18-17, Authorizing use of the National Cooperative Purchasing Agreement (NCPA) for Procurement of ASUS Chromebooks and Related Software and Equipment
4. Resolution 17-18-18, Authorizing Lease/Purchase Financing for ASUS Chromebooks and Related Software and Equipment

Action

Action

Roll Call
Vote

Roll Call
Vote

- | | | |
|----|---|-------------------|
| 5. | Resolution 17-18-19, Authorizing the Execution and Delivery of a Master Lease/Purchase Agreement with Respect to the Acquisition, Purchase, Financing and Leasing of Certain Computer Equipment from Apple, Inc., and Authorizing the Execution and Delivery of Related Documents and Actions | Roll Call
Vote |
|----|---|-------------------|

LEARNING SUPPORT

- | | | |
|----|---|--------|
| 1. | Acceptance of Gift – La Presa Elementary School | Action |
| 2. | Authorization to Enter into Expanded Special Education Master Contract with Stein Education Center | Action |
| 3. | Authorization to Enter into Agreement with San Joaquin County Office of Education for Medi-Cal Billing Services | Action |
| 4. | Approval to Conduct Student Field Trip to Riley’s Farms | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|--|--------|
| 1. | Standard Human Resources Recommendations | Action |
| 2. | Approval of Superintendent’s Contract | Action |
| 3. | Approval of Salary Placement for Behavior Intervention Technician Classification | Action |
| 4. | Approval of Salary Placement for Maintenance, Operations, and Facilities Assistant Classification | Action |
| 5. | Authorization to Enter into Agreement with National University for Administrative Services Clear Induction Program | Action |
| 6. | Approval to Establish Position of Executive Director, Innovation and Engagement | 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. Non-Reelection of Temporary Certificated Employees for the 2018-19

School Year (EC 44954)

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 91942. In addition, if you would like a copy of any record related to an item on the agenda, please contact Dori Guzman, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail: dori.guzman@lmsvschools.org.

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

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: **Brian Marshall**
 Superintendent

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

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

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

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

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Guido Magliato
Assistant Superintendent, Learning Support

ITEM NUMBER: R-1 Reports of Officers of the Board
2018-2019 Local Control Accountability Plan

The Local Control Funding Formula (LCFF) gives local school boards more decision-making authority over how to allocate resources in a way that improves opportunity and achievement for all students. LCFF provides “base grant” funding, which is for all students, and “supplemental and concentration” funding, intended to be focused on the needs of low-income students, foster youth, and English learners.

The Local Control Accountability Plan (LCAP) is the document that directs the spending for the District over the fiscal year. Each year the LCAP must be revised to incorporate actions and expenditures of the current year, and changes in priorities, actions, and expenditures for the following three years. The State has determined eight priorities that school districts must address in the local LCAP. The eight priorities include: basic; implementation of State standards; parent involvement; pupil achievement; pupil engagement; school climate; course access; and other pupil outcomes.

The engagement of parents, pupils, and other stakeholders is critical to the LCAP process. In La Mesa-Spring Valley, the involvement process includes Stakeholder meetings, (i.e., District Staff Council meetings, District Parent Advisory Council meetings, District English Language Advisory Committee meetings, District Classified Site Council meetings). Student, staff and parent surveys will also be incorporated into LCAP development.

Guido Magliato, Assistant Superintendent, Learning Support, will present the proposed 2018-2019 LCAP and respond to clarifying questions.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

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

Purchase orders, warrants, and revolving cash funds 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: 363 purchase orders have been processed, dated April 18, 2018 through May 1, 2018, totaling \$478,640.33.
- II. Warrants: 158 warrants have been issued, dated April 18, 2018 through May 1, 2018, totaling \$412,051.34.
- III. Revolving Cash Fund Reimbursements: Six (6) checks have been processed, totaling \$8,120.
- IV. Purchasing contracts utilized since the last Board meeting:
 - Corona-Norco Unified School District - Bid #15/16-006 Classroom and Office Supplies
 - North County Educational Purchasing Consortium (NCEPC)
 - CalSAVE Technology Contract #527683
 - National Cooperative Purchasing Alliance (NCPA), Contract #01-48

ADMINISTRATIVE RECOMMENDATION

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

**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>
RC1910	04/26/18	US Postmaster	Stamps	\$350.00
RC1911	04/30/18	Andrew Lawson	Payroll	\$178.82
RC1912	04/30/18	Lewis Albright	Payroll	\$1,608.19
RC1913	05/01/18	Brooke Noble	Payroll	\$879.72
RC1914	05/02/18	Jennifer Lee Bonacorsi	Payroll	\$5,083.67
RC1915	05/02/18	Ronald Wader	Payroll	\$19.60

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (6) CHECKS PROCESSED TOTALING \$8,120**

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-1b New Business (Consent Calendar) **Action Item**
Approval of List of Architect Firms for Architectural and Engineering Services, RFP #17/18-002

Notice inviting proposals was issued on February 20, 2018. Proposals were due to the District at 2:00 p.m. on March 16, 2018. Twenty-one (21) proposals were received. Seven (7) firms were selected based on the criteria outlined in the RFP to establish a list of architect firms valid for five years.

Recommended List of Architect Firms
Harley Ellis Devereaux
Davy Architecture, Inc.
obrArchitecture, Inc.
Platt/Whitelaw Architects, Inc.
Ruhnau Clarke Architects
Lord Architecture, Inc.
Studio WC Architecture and Engineering

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the above list of architect firms for architectural and engineering services, RFP #17/18-002.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

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

ITEM NUMBER: **B-1c New Business (Consent Calendar)**
 Award of Bid for Bread, Bid #FB 17/18-002

Action Item

On April 19, 2018 at 2:00 p.m., the District opened bids for bread. Bids were advertised by the Purchasing Department in accordance with the law. Three bids were received. Galasso's Bakery was the responsible bidder submitting the lowest responsive bid.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the bid for purchase of bread to Galasso's Bakery, in the amount of \$67,178.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-2 New Business

Action Item

**Authorization to Increase Transportation Fees and Child Nutrition Fees
for Elementary and Middle Full-Paid Breakfast and Lunches**

Transportation fees have remained the same for approximately the past four years, while the cost of fuel and parts, among other factors, have increased during that time.

Staff recommends the Board authorize increasing transportation fees from \$175 to \$200 (annual pass), \$105 to \$125 (semester pass), and \$1.00 to \$1.25 (single ride).

On July 1, 2012, the USDA revised the lunch meal pattern of the Healthy, Hunger-Free Kids Act creating significant changes to the requirements on salt, trans fat, and whole grains offered. These changes have increased the manufacturing costs of compliant breakfast and lunch food items served. Child Nutrition Services strives to continually improve our District's meal programs by providing high quality, balanced meals, with a variety that appeals to school-aged children.

Staff recommends the Board authorize increasing fees by \$.25 for full-paid breakfasts to equal \$1.50 for both elementary and middle schools; and \$.50 for full paid lunches to equal \$3.00 for both elementary and middle schools. Approval of the price increase for full-paid breakfasts and lunches will maintain a positive food cost for all menus and programs that the Child Nutrition Services provides.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to increase transportation fees from \$175 to \$200 (annual pass), \$105 to \$125 (semester pass), and \$1.00 to \$1.25 (single ride); and Child Nutrition fees by \$.25 for full-paid breakfasts to equal \$1.50 for both elementary and middle schools, and \$.50 for full-paid lunches to equal \$3.00 for both elementary and middle schools.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business **Action Item**
Resolution 17-18-17, Authorizing use of the National Cooperative Purchasing Agreement (NCPA) for Procurement of ASUS Chromebooks and Related Software and Equipment

ROLL CALL VOTE

One of the Educational Technology goals for the District is to provide teachers and students with the digital tools they need to ensure high levels of learning on a daily basis. All teachers are provided with a printer and a laptop to assist in their daily work (communication, collaboration, online curriculum, lesson planning and development, student assessment, data access, grade reporting, etc.)

The District is committed to providing an up-to-date device for every student in grades 3rd - 6th and the core classrooms in grades 7th - 8th. At grades TK - 2nd, the goal is to provide one up-to-date device for every four students.

In order to maintain the student device ratios and teacher laptops at a level that is consistent with District enrollment and staffing, it is necessary to purchase replacement equipment on an ongoing basis.

The attached resolution would authorize contracting pursuant to the cooperative purchasing agreement and approve purchase of ASUS Chromebooks and related software and equipment.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution authorizing use of the cooperative purchasing agreement and purchase of ASUS Chromebooks and related software and equipment as specified above.

RESOLUTION NO. 17-18-17

**RESOLUTION OF THE BOARD OF EDUCATION OF LA MESA-
SPRING VALLEY SCHOOL DISTRICT AUTHORIZING
CONTRACTING PURSUANT TO COOPERATIVE PURCHASING
ARRANGEMENT AND APPROVING PURCHASE OF ASUS
CHROMEBOOKS AND RELATED SOFTWARE AND EQUIPMENT**

WHEREAS, La Mesa-Spring Valley District ("District") desires to purchase certain ASUS Chromebook laptop computer equipment, software, and support ("Equipment"), as identified in the price quote ("Quote") provided to the District, to support efficient and effective school operations; and

WHEREAS, California Government Code section 6500 et seq. provides that public agencies, including cities, counties, school districts, the federal government, and public agencies outside of the State, may enter into joint powers agreements to exercise powers common to them, including the power to procure equipment, materials, and supplies;

WHEREAS, the District is a participating public agency in the National Cooperative Purchasing Alliance ("NCPA"), memorialized and effectuated through a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") among several public agencies, including the District, and the Region 14 Education Service Center, Abilene, Texas, as a lead public agency ("Region 14 ESC");

WHEREAS, on or about July 30, 2015, Region 14 ESC, as lead public agency on behalf of all participating public agencies under the MICPA, published notice of its Request for Proposals for Technology Solutions, RFP # 11-15 ("RFP");

WHEREAS, on or before September 10, 2015, several providers, including Troxell Communications, Inc. ("Vendor"), submitted a proposal in response to the RFP ("Proposal");

WHEREAS, on October 1, 2015, Region 14 ESC accepted the Proposal of Vendor as one in the best interest of Region 14 ESC, based on its competitive solicitation process described in the RFP, and awarded Contract No. 01-48 to Vendor ("Master Contract"), to provide Region 14 ESC and participating public agencies under the MICPA the opportunity to purchase, among other things, certain computer equipment, software and services from Vendor, beginning October 1, 2015 and originally expiring October 31, 2018 (as may be extended for one-year periods through October 31, 2023);

WHEREAS, the Master Contract contains a provision, pursuant to the MICPA, allowing other public agencies, including the District, to purchase the Equipment from Vendor under the same terms and conditions as set forth in the Master Contract;

WHEREAS, the District wishes to enter into an agreement entitled "Agreement Incorporating Master Contract" with Vendor for purchase of the Equipment, a copy of which is on file with the District ("Agreement"); and

WHEREAS, the Agreement is the most economical means for providing the Equipment to the District; and

WHEREAS, District staff recommends execution of the Agreement, in the amount of

not-to-exceed \$292,433.50, to procure the Equipment.

NOW THEREFORE the Board of Education of the District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. *Findings; Approval of Purchase.* The foregoing recitals are true and correct and the Governing Board so finds and determines. The Board hereby finds, determines, and declares that (i) the acquisition of the Equipment pursuant to the Agreement is in the best interests of the District, and (ii) the Agreement is the most economical means for providing the Equipment to the District. The purchase of the Equipment from Vendor is hereby approved, such terms to be in accordance with the terms, conditions, and documents as specified in the Vendor's award documents, including the Master Contract, the Quote, the Agreement, and the accompanying exhibits to the Agreement.

Section 2. *Appointment of Authorized District Representatives.* The Superintendent and the Assistant Superintendent of Business Services, are each hereby designated to act as authorized representatives of the District for purposes of carrying out the directives of this resolution and finalizing and executing all necessary agreements.

Section 3. *Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of the District this 15th day of May 2018.

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____
David Chong
President, Board of Education

Attest:

By: _____
Emma Turner
Clerk, Board of Education



Audio•Video•Sales•Design•Service•Installation
10755 Scripps Poway Pkwy
San Diego, ca 92131

Quote Number Q420210936

March 7, 2018

QUOTED TO

TROXELL CONTACT

Account: La Mesa Spring Valley School
Contact: Cara Serban-Lawler
Address: 4750 Date Avenue
La Mesa, CA 91941
(619)668-5700

Account Executive: Terra Norine
Email: terra.norine@trox.com
Phone: (619)204-4176
Fax:

NCPA CONTRACT 01-48

Terms Net 30

FOB Destination

Customer # 1998

Expires 05/30/18

Item #	Description	Unit Price	Qty	Ext. Price
1	MBS ASUC202SAYS02 CHROMEBOOK ASUS	207.00	1150	238050.00
4	SNN GOGCROSSWDNEDU CHROME MANAGEMENT CONSOLE	24.00	1150	27600.00
5	RECYCLE FEE recycle fee	5.00	1150	5750.00

Thank You,

Terra Norine
Account Executive

Taxable Amount	Subtotal	271400.00
271400.00 @ 7.750 % Tax		21033.50
	Total	292433.50

Don't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...
WE CAN HELP YOU ACHIEVE YOUR GOALS!



We offer competitively priced extended warranties on much of the equipment we sell.
Please contact your account executive for more details.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-4 New Business **Action Item**
Resolution 17-18-18, Authorizing Lease/Purchase Financing for ASUS Chromebooks and Related Software and Equipment

ROLL CALL VOTE

The attached resolution would approve the equipment lease/purchase agreement with respect to the acquisition, purchase, financing, and leasing of the applicable ASUS Chromebook equipment as approved on May 15, 2018. With this resolution, the total amount of \$292,433.50 would be financed by American Capital Financial Services, Inc., at an interest rate of 4.43% and would not be combined with any other source of financing. This will allow the District to implement an ongoing technology replacement plan without increasing the annual budget for technology.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution authorizing lease/purchase financing for ASUS Chromebooks and related software and equipment.

RESOLUTION NO. 17-18-18

RESOLUTION OF THE BOARD OF EDUCATION OF LA MESA-SPRING VALLEY SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TAX-EXEMPT LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY

WHEREAS, the La Mesa-Spring Valley School District ("District") desires to obtain certain personal computers, electronic devices, servers, and networking equipment, including approximately 1,150 ASUS chromebooks and related equipment, software, and/or support ("Equipment") from Troxell Communications, Inc. ("Vendor"), as described in Property Schedule No. 1 to the Master Tax-Exempt Lease/Purchase Agreement (collectively, the "Agreement") proposed to be entered into with American Capital Financial Services Inc. ("Lessor"); and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, the District has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment and has by separate action on the date hereof approved the purchase of the Equipment; and

WHEREAS, in order to acquire the financing for such Equipment, the District proposes to enter into the Agreement, the form of which has been presented to the District Board at this meeting, along with associated schedules, certificates, and exhibits (collectively with the Agreement, the "Financing Agreements"); and

WHEREAS, the Board of Education of the District (the "Board") deems it for the benefit of the District and for the efficient and effective administration thereof to enter into the Financing Agreements and the documentation related to the financing of the Equipment on the terms and conditions therein provided.

NOW, THEREFORE, the Board of Education of the District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. Best Interest of District. The Board finds and determines, pursuant to Education Code section 17597 *et seq.*, that the Equipment is data processing equipment and/or another major item of equipment and that financing of the Equipment is the most economical means of providing the Equipment to the District.

Section 2. Approval of Documents. The form, terms and provisions of the Financing Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Superintendent and the Assistant Superintendent of Business Services, or members of the governing body of the District executing

the same, the execution of such documents being conclusive evidence of such approval; and the Superintendent and Assistant Superintendent of Business Services of the District are hereby authorized and directed to execute, and the President or Clerk of the Board is hereby authorized and directed to attest, the Financing Agreements and any related Exhibits or Certificates attached thereto and to deliver the Financing Agreements (including such Exhibits or Certificates) to the respective parties thereto. In no event shall the total principal amount of the financing exceed \$292,433.50 nor shall the interest rate on the financing exceed 4.43%; and provided further that, total lease payments under the Agreement shall not exceed \$307,402.53, paid in three equal annual lease payments.

Section 3. Other Actions Authorized. The officers and employees of the District shall take all action necessary or reasonably required by the parties to the Financing Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including, without limitation, the execution and delivery of acceptance certificates, closing certificates, disbursement requests, filings with the California Debt and Investment Advisory Commission (CDIAC), IRS Form 8038-G, and any tax certificate and agreement reasonably required by the Lessor or as contemplated in the Financing Agreements) and to take all action necessary in conformity therewith.

Section 4. No General Liability. Nothing contained in this Resolution, the Financing Agreements nor any other instrument shall be construed with respect to the District as incurring a pecuniary liability or charge upon the general credit of the District or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Financing Agreements or any other instrument or document executed in connection therewith impose any pecuniary liability upon the District or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the District, subject to annual appropriation by its governing body, as provided in the Agreement.

Section 5. Appointment of Authorized District Representatives. The Superintendent and the Assistant Superintendent of Business Services of the District are each hereby designated to act as authorized representatives of the District for purposes of the Financing Agreements until such time as the governing body of the District shall designate any other or different authorized representative for purposes of said Financing Agreements.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of the District this 15th day of May, 2018.

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____
David Chong
President, Board of Education

Attest:

By: _____
Emma Turner
Clerk, Board of Education

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-5 New Business

Action Item

Resolution 17-18-19, Authorizing the Execution and Delivery of a Master Lease/Purchase Agreement With Respect to the Acquisition, Purchase, Financing and Leasing of Certain Computer Equipment from Apple Inc. and Authorizing the Execution and Delivery of Related Documents and Actions

ROLL CALL VOTE

The attached resolution would approve the equipment lease/purchase agreement with respect to the acquisition, purchase, financing and leasing of the applicable Apple equipment as approved on May 15, 2018. With this resolution, the total amount of \$262,482.88 would be financed by Wells Fargo Vendor Financial Services, LLC. at an interest rate of 1.99% and would not be combined with any other source of financing. This will allow the District to implement an ongoing technology replacement plan without increasing the annual budget for technology.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution authorizing the execution and delivery of a master lease/purchase agreement with respect to the acquisition, purchase, financing and leasing of certain Apple equipment and authorizing the execution and delivery of related documents and actions.

RESOLUTION NO. 17-18-19

**RESOLUTION OF THE BOARD OF EDUCATION OF LA MESA-
SPRING VALLEY SCHOOL DISTRICT AUTHORIZING THE
EXECUTION AND DELIVERY OF A MASTER LEASE PURCHASE
AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE,
FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE
PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND
DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION
THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER
ACTIONS NECESSARY TO THE CONSUMMATION OF THE
TRANSACTIONS CONTEMPLATED HEREBY**

WHEREAS, the La Mesa-Spring Valley School District ("District") desires to obtain certain personal computers, electronic devices, servers, and networking equipment, including iPads and related equipment, software, and support ("Equipment") described in the Schedule No. 001 to the Master Lease Purchase Agreement No. 9681138 (collectively, the "Agreement") proposed to be entered into with Apple Inc. ("Lessor"); and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, the District has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment and has by separate action on the date hereof approved the purchase of the Equipment; and

WHEREAS, in order to acquire the financing for such Equipment, the District proposes to enter into the Agreement, the form of which has been presented to the District Board at this meeting, along with associated schedules, certificates, and exhibits (collectively with the Agreement, the "Financing Agreements"); and

WHEREAS, the Board of Education of the District (the "Board") deems it for the benefit of the District and for the efficient and effective administration thereof to enter into the Financing Agreements and the documentation related to the financing of the Equipment on the terms and conditions therein provided.

NOW, THEREFORE, the Board of Education of the District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. Best Interest of District. The Board finds and determines, pursuant to Education Code section 17597 *et seq.*, that the Equipment is data processing equipment and/or another major item of equipment and that financing of the Equipment is the most economical means of providing the Equipment to the District.

Section 2. Approval of Documents. The form, terms and provisions of the Financing Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Superintendent and the Assistant Superintendent of Business Services, or members of the governing body of the District executing the same, the execution of such documents being conclusive evidence of such approval; and the

Superintendent and Assistant Superintendent of Business Services of the District are hereby authorized and directed to execute, and the President or Clerk of the Board is hereby authorized and directed to attest, the Financing Agreements and any related Exhibits or Certificates attached thereto and to deliver the Financing Agreements (including such Exhibits or Certificates) to the respective parties thereto. In no event shall the total principal amount of the financing exceed \$254,534.25 nor shall the interest rate on the financing exceed 1.99%; and provided further that, total lease payments under the Agreement shall not exceed \$262,482.88, paid in four equal annual lease payments, and the yield (as calculated for federal income tax purposes) on the Agreement shall not exceed 3.84% per annum.

Section 3. Other Actions Authorized. The officers and employees of the District shall take all action necessary or reasonably required by the parties to the Financing Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including, without limitation, the execution and delivery of acceptance certificates, closing certificates, disbursement requests, filings with the California Debt and Investment Advisory Commission (CDIAC), IRS Form 8038-G, and any tax certificate and agreement reasonably required by the Lessor or as contemplated in the Financing Agreements) and to take all action necessary in conformity therewith.

Section 4. No General Liability. Nothing contained in this Resolution, the Financing Agreements nor any other instrument shall be construed with respect to the District as incurring a pecuniary liability or charge upon the general credit of the District or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Financing Agreements or any other instrument or document executed in connection therewith impose any pecuniary liability upon the District or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the District, subject to annual appropriation by its governing body, as provided in the Agreement.

Section 5. Appointment of Authorized District Representatives. The Superintendent and the Assistant Superintendent of Business Services of the District are each hereby designated to act as authorized representatives of the District for purposes of the Financing Agreements until such time as the governing body of the District shall designate any other or different authorized representative for purposes of said Financing Agreements.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of the District this 15th day of May, 2018.

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____
David Chong
President, Board of Education

Attest:

By: _____
Emma Turner
Clerk, Board of Education

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: **Guido Magliato**
 Assistant Superintendent, Learning Support

ITEM NUMBER: **LS-1 New Business**
 Acceptance of Gift – La Presa Elementary School

Action Item

La Presa Elementary School PTA would like to donate \$960.00 to La Presa Elementary School, to be used towards Study Trip transportation expenses.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept this gift with thanks.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Guido Magliato
Assistant Superintendent, Learning Support

ITEM NUMBER: LS-2 New Business **Action Item**
Authorization to Enter Into Special Education Master Contract with Stein Education Center

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

For the 2017-18 school year it will be necessary to contract with multiple nonpublic schools and nonpublic agencies:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/18	\$1,225,000.00
Stein Education Center (1 student)	Not-to-exceed \$8,000
Total encumbered cost for all nonpublic schools/agencies	\$1,233,000.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into these master contracts for the 2017-18 school year.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Guido Magliato
Assistant Superintendent, Learning Support

ITEM NUMBER: LS-3 New Business **Action Item**
Authorization to Enter into Agreement with San Joaquin County Office
of Education for Medi-Cal Billing Services

Federal regulations allow for the reimbursement of health-related services provided to Medi-Cal students. Participation in this program generates approximately \$600,000 per year. Funds are used to offset salaries and benefits incurred by employees overseeing and providing health-related services to students on IEPs, including continuation of the La Mesa-Spring Valley Healthy Start Program.

The District and San Joaquin County Office of Education will be entering into an agreement for those services.

The attached agreement with San Joaquin County Office of Education will provide services to the District, including a 9% collection fee for direct services.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the enclosed Agreement with San Joaquin County Office of Education.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Guido Magliato
Assistant Superintendent, Learning Support

ITEM NUMBER: LS-4 New Business
Approval to Conduct Student Field Trip to Riley's Farm

Action Item

On May 29, 2018, Murray Manor Elementary teachers Dennis Blevins and Erica Smith will be chaperoning 97 fifth-grade students to Riley's Farm in Yucaipa, CA. Through a historian tour guide, the students will see the Civil War through the eyes of the soldiers, their families and the nation. By visiting various 'stations' student will learn about recruitment, camp life, tending to the wounded, and how the families of the soldiers managed at home. The tour will culminate with students participating in a reenactment of a Civil War battle. Travel will be by two charter buses, leaving at 6:30 a.m. and returning at 5:00 p.m. At this time, there are nine parents scheduled to assist with chaperone duties.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the student field trip to Riley's Farm.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

Action Item

The Human Resources recommendations which are attached for consideration at the May 15, 2018 Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations – May 15, 2018

CERTIFICATED:

Approval of Contract:

Sinick, Michael	Nurse (temporary)	IV-1	05/07/18
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Approval of Acceptance of Resignation:

Endicott, James	Teacher (retirement)	V-21	06/15/18
Wallace, Ann	Teacher (retirement)	V-27	06/30/18

Approval of Change of Placement on Certificated Salary Schedule:

Cowley, Jason	From: III-2	To: VI-2	04/01/18
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CLASSIFIED:

Approval of Employment – Merit System:

Carik, Jennifer	Paraprofessional-Special Education	24-A	05/07/18
Cofield, Jacque	Child Nutrition Services I	13-A	05/07/18
Medel, Patti	Paraprofessional-Special Education	24-A	04/30/18
Rivas, Susan	Paraprofessional-Special Education	24-C	05/07/18
Smith, Rachel	Extended School Services Program Aide	14-A	05/08/18

Approval of Termination of Employment – Merit System:

Bongard, Annabeth	Central Kitchen Manager (retirement)	52-J	06/15/18
Carter, Celeste	Elementary School Kitchen Manager II (retirement)	42-J	06/15/18
Evans, Doris	Central Kitchen Cook (retirement)	32-J	06/15/18
Gerlek, Cindy	Paraprofessional-Special Education (retirement)	24-J	06/15/18
Hobbs, Spencer	Extended School Services Program Aide (resignation)	14-A	04/27/18
Lawson, Andrew	Extended School Services Program Aide (resignation)	14-A	04/20/18
Luna, Alexis	Extended School Services Program Aide (resignation)	14-A	05/01/18
McDaniel, Linwood	Occupational Therapist (resignation)	112-F	06/15/18
Olivas, Martha	Child Nutrition Services I (retirement)	13-G	06/15/18
Ortman, Sheila	Paraprofessional-Special Education (retirement)	24-H	06/15/18
Stone, Garth	Lead Maintenance Worker (retirement)	85-J	06/29/18

Approval of Change of Classification:

Kosar, Denise	From: Paraprofessional-Special Education	24-H	04/20/18
	To: Classroom Health Assistant	25-I	
Scheel, James	From: Heavy Equipment Technician	71-F	05/08/18
	To: Skilled Maintenance Worker II	72-H	

Approval of Employment:

Dahin, Megan	Extended School Services Recreation Attendant	\$11.00	04/25/18
Guiton, Amari	Playground Attendant	\$11.00	05/01/18
Smith, Brandi	Playground Attendant	\$11.00	05/01/18
Woodard, Jordan	Extended School Services Recreation Attendant	\$11.00	05/01/18

Approval of Termination of Employment:

Hobbs, Spencer	Extended School Services Recreation Attendant (resignation)		04/27/18
Lawson, Andrew	Extended School Services Recreation Attendant (resignation)		04/20/18
Li, Jovie	Playground Attendant (resignation)		04/30/18
Luna, Alexis	Extended School Services Recreation Attendant (resignation)		05/01/18
Mateos, Marisol	Student Helper (resignation)		04/27/18
Melindo, Danaica	Playground Attendant (dismissed)		03/15/18
Richardson, Rolando	Playground Attendant (resignation)		04/13/18
Valencia, Ericka	Student Helper (resignation)		03/24/18

LECTURER/PRESENTER/CONSULTANT:

Organization/Name	Site/Department	NTE	Effective
Building Block Entertainment, Inc.	CDO	N/A	04/23/18-06/15/18
R Stories	FLH	\$250	05/17/18
San Diego County Office of Education	FLH	\$455	05/25/18
Jeremy Hersch	LMAAC	\$300	06/13/18
Bottaro Wood Fired Pizza	PKMS	\$3,000	06/12/18
Center for World Music	STEAM	\$200	04/20/18-07/04/18
I Love a Clean San Diego	STEAM	N/A	06/11/18
N2O Productions	STEAM	\$250	06/11/18
San Diego County Office of Education	STEAM	N/A	06/11/18
TNT Dunk Squad	Extended School Services	\$1,425	07/25/18
Wheels of Freestyle, Inc.	Extended School Services	\$1,297	06/29/18

SHORT-TERM EMPLOYMENT:

Organization/Name	Site/Department	NTE	Effective
Laci Sanz	STEAM	\$1,200	02/01/18-02/28/18

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendation
Approval of Superintendent Contract

Action Item

At the April 17, 2018, Board of Education meeting, the Board decided unanimously to select David Feliciano, Assistant Superintendent, Business, as Superintendent of Schools for the District following Brian Marshall's retirement. The Board directed staff to prepare an offer of employment for Mr. Feliciano.

Mr. Feliciano's tenure as Superintendent will commence on October 15, 2018, and end on October 14, 2022. Staff and legal counsel have reviewed the attached contract.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board grant approval of the attached Superintendent Contract.



Employment Contract – Superintendent of Schools

Contract Term

1. The Governing Board of the La Mesa-Spring Valley School District (District) hereby employs David Feliciano (Superintendent) to be the District's Superintendent for a four (4) year term commencing on October 15, 2018 and ending on October 14, 2022, unless such employment is terminated earlier or extended in accordance with the provisions of this Contract

Work Year and Hours of Work

2. During each year of this Contract the Superintendent shall render twelve (12) months of at least 224 days of full and regular service to the District. Service shall not include paid vacation, which will be twenty- two (22) full days per year, nor District-approved holidays. It is understood that the demands of the position of Superintendent may, at times, require weekend work and more than eight (8) hours per work day and/or more than forty (40) hours per work week. The Superintendent is not entitled to receive overtime compensation. Upon separation for any reason all accrued but unused vacation will be paid to the Superintendent at the daily rate (annual salary/224) in effect at the time of separation.

Compensation

3. The Superintendent shall be employed as a full-time employee of the District with an annual base salary (subject to the longevity provisions included in the management salary schedule) of Two Hundred Fifteen Thousand Dollars (\$215,000.00). The base salary shall include any step and column, cost of living or performance increases over the term of this Contract and any subsequent amendments.
4. Taking the base salary and adding the appropriate longevity calculation(s) shall determine the annual salary. The annual salary shall be payable in installments of one-twelfth (1/12) payable on the last day of the month. When only a portion of any year or month is served, the Superintendent's annual salary shall be prorated to reflect such service.
5. During the term of this Contract the base salary shall be increased by Two Thousand One Hundred Fifty dollars (\$2,150.00) on July 1, 2019, July 1, 2020, July 1, 2021, and July 1, 2022).
6. The Board may provide the Superintendent any additional salary increase as it deems appropriate during the term of this Contract or any subsequent amendments.

Retirement Contribution

7. The Superintendent shall be responsible for his share of contributions to CalSTRS or CalPERS as applicable.

Fringe Benefits

8. The Superintendent shall enroll in any District provided health/dental/life insurance plan(s) as provided to all other District management employees.

Work Related Expense

9. In lieu of a District vehicle the Superintendent shall be provided a monthly mileage stipend of Five Hundred Dollars (\$500.00) per month. The Superintendent shall not charge the District mileage for any work related travel within San Diego County. The Superintendent shall also be provided a monthly expense allowance of Five Hundred Dollars (\$500.00)

Professional Dues

10. The District shall pay the annual dues for the Superintendent's membership in both the Association of School Administrators (ACSA) and the California Association of School Business Officials (CASBO). In addition, should the Superintendent so choose, the District will also pay the annual dues for membership in one (1) local service organization (Rotary, Lions or similar).

Technology Devices

11. The District shall provide the Superintendent a cellular phone and cellular service, which shall be used for both personal and business purposes.

Illness Leave

12. The Superintendent shall accrue illness (sick) leave at the rate of one (1) day per month. Accrued and unused illness leave shall not be compensable upon separation.

General Duties

13. The Superintendent agrees to be the Chief Executive Officer of the District and the Secretary to the Board. This Contract hereby signifies the Board's waiver of any and all credential requirements for the Superintendent as permitted in Education Code section 35029. The Superintendent agrees to perform, at the highest level of competence all services, duties and obligations required by (i) this Contract, (ii) the Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, policy and as otherwise directed by the Board.
14. The Superintendent shall have as primary responsibility the day-to-day management of all District affairs including but not limited to areas of general administration, learning and instruction, human resources, business operations, maintenance and facilities, food service, and transportation. In carrying out these duties, the Superintendent shall make student learning and success the highest priority.
15. The Superintendent shall establish and maintain positive community, staff and Board relationships.
16. The Superintendent shall enter into contracts for and on behalf of the District, subject to Board approval or ratification as required by law.
17. The Superintendent shall have other such duties as assigned by the Board.
18. The Superintendent may delegate any of these duties to a responsible District employee unless otherwise prohibited by the Board, any applicable law, or Board policy/regulation.

Evaluation

19. Annually, in or about the month of July, the Superintendent shall provide the Board a written self-evaluation. This self-evaluation shall include the Superintendent's candid assessment of his performance over the past year. The self-evaluation shall, at a minimum, include a discussion of the following:
 - Student Achievement
 - Board Relations
 - Staff Relations and Leadership

- Community Relations
- Business and Financial Management, Organization and Administration
- Facilities Planning and Management
- Human Resources Management, Organization and Administration
- Personal Professional Development
- Any other significant issues that occurred over the last year (ie. Board member resignation, Cabinet member retirement, etc.)

The Superintendent shall confer with the Board President prior to the submission of the self-evaluation to ensure agreement on the content to be included in the self-evaluation. In order to inform the content of the self-evaluation, the Board President may confer with cabinet and/or other District staff as to pertinent self-evaluation topics.

The self-evaluation shall be given to the Board at least one (1) week in advance of the Board meeting where the evaluation shall be reviewed in closed session. The self-evaluation shall serve as a starting point for a conversation between the Superintendent and Board regarding the past years performance and future goals and plans.

The Board shall provide the Superintendent with appropriate, productive performance feedback.

Contract Renewal/Extension

20. The Parties agree there is no automatic extension of this Contract. The parties further agree that should the Board desire to extend this Contract an amendment shall be constructed that includes the new term of the Contract and any other changes agreed to by both parties. All terms included in this original Contract not specifically changed in the amendment shall remain valid and in force.

Contract Non-Renewal

21. Should the Board determine that it does not want to extend this Contract, or any amendment, beyond the termination date of the Contract/amendment, the Board shall give the Superintendent written notice at least one hundred eighty (180) days prior to the end date stated in the contract/amendment.
22. The Superintendent shall notify the Board of this requirement not less than two hundred ten (210) days prior to the end date stated in the contract/amendment.

Termination for Cause

23. Notwithstanding any other provision in this Contract, the Superintendent may be terminated for cause prior to the expiration of this Contract, for any of the following:
 1. Dishonesty in regard to his employment
 2. Inability to perform essential functions of his position
 3. Failure to comply with Board Policies or Administrative Regulations
 4. Neglect of Duty
 5. Being under the influence of alcohol or drugs during the performance of his duties
 6. Conviction of a felony or crime involving moral turpitude
 7. Unsatisfactory performance of required or assigned duties as documented by written communications
 8. Knowingly falsifying records or documents related to District activity
 9. Any other legally permissible reason
 - Any other legally permissible reason includes, but is not limited to conduct that is seriously detrimental to the District. Conduct that is seriously detrimental to the District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the District, unprofessional conduct, or incompetence. The Superintendent acknowledges

that he is the District's most visible representative and is required to maintain a higher standard of personal conduct than any other District employee. In order to represent the District with integrity and high ethical standards, the Superintendent shall avoid professional and personal situations that will reflect negatively in the Superintendent, Board or District.

24. Prior to terminating the Superintendent for cause, the Board shall give the Superintendent thirty (30) days written notice of its intention to terminate him for cause. Such written notice shall include a statement of the specific acts or omissions that give rise to the proposed action. No action shall be taken until the Superintendent has had a chance to meet with the Board and offer any explanation, defense or a showing that the specific acts or omissions either never occurred or have been corrected. This opportunity to be heard shall be offered within fifteen (15) days after the Superintendent has been served with notice. Both the Board and Superintendent will be expected to provide each other with a complete and reasonable explanation of their positions and an attorney may accompany either party. The Superintendent's right to meet with the Board shall be exclusive of any other hearing requirement otherwise required by law. The determination as to whether cause exists to terminate the Superintendent shall always be at the sole discretion of the Board.

Termination without Cause

25. Notwithstanding any other provision of the Contract, the Board shall have the sole right to terminate the Superintendent without cause at any time before the normal expiration of the Contract/Amendment(s). If the Board so terminates the Superintendent it shall pay the Superintendent his annual salary and medical/dental/life and any other benefits provided under the Contract for twelve (12) months or the remaining term of the Contract/Amendment(s), whichever is less.

Liability for Taxes

26. Notwithstanding any other provision of this Contract, the District shall not be liable (except in cases of District errors or omissions) for any State or Federal tax consequences to the Superintendent, any designated beneficiary hereunder, or heirs, administrators, executors, successors, and assigns of the Superintendent. The Superintendent shall assume sole liability for any and all State or Federal tax liability or consequence of this Contract or any related Contract/amendment and agrees to indemnify and hold the District harmless from any such tax liability or consequence.

Superintendent Indemnification

27. The District shall, to the full extent of the law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceeding brought against him in his personal or official capacity as an agent and/or employee of the District, provided that the incident arose while the Superintendent was acting on matters related to his employment with the District. In no event will any individual Board member be personally liable for indemnifying the Superintendent.
28. As specified in Government Code section 53243, et seq., if the Superintendent is convicted of a crime involving the abuse of his position he shall fully reimburse the District for any payments received for paid leave salary pending the investigation, or as a cash settlement upon termination, and for any funds expended by the District in his defense.

General Provisions

29. This Contract contains the entire agreement and understanding between the parties. It supersedes and replaces any prior contract or agreement between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in the Contract. Venue for any action related to this Contract shall be San Diego County, California.
30. This Contract may be amended at any time during the term of the Contract. However such amendment shall be in writing and is only effective with the mutual consent of the Superintendent and the Governing Board.

31. This Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and the rules and regulations and policies of the La Mesa-Spring Valley Board of Education.
32. If a court of competent jurisdiction declares any portion of this Contract invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.
33. In the event of any action or proceeding to enforce or construe any of the provisions of this Contract, the Superintendent and Board shall each bear the cost of their own attorney fees and related costs regardless of the outcome of the action or proceeding.

The parties hereto have executed this Contract on the day and year written opposite their signature.

Board of Education, La Mesa-Spring Valley Schools

Board Member, Date

Board Member, Date

Board Member, Date

Board Member, Date

Board Member, Date

Superintendent, La Mesa-Spring Valley Schools

David Feliciano, Date

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**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations **Action Item**
Approval of Salary Placement for Behavior Intervention Technician
Classification on the Classified Salary Schedule at an Hourly Salary
(Step A) \$17.60 to (Step F) \$22.46

It has been determined that the Learning Support Department is in need of a Behavior Intervention Technician classification. Under the direction of an assigned administrator, this position assists in both instructional and non-classroom related activities to support students' academic and social-emotional learning and assists in developing and implementing behavior support plans.

The proposed job description and salary recommendation were discussed and approved by the Personnel Commission on March 15, 2018.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the salary placement for Behavior Intervention Technician Classification on the Classified Salary Schedule at an Hourly Salary (Step A) \$17.60 to (Step F) \$22.46.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: H-4 Human Resources Recommendations **Action Item**
Approval of Salary Placement for Maintenance, Operations and Facilities
Assistant Classification on the Classified Salary Schedule at an Hourly
Salary (Step A) \$18.28 to (Step F) \$23.35

It has been determined that the Maintenance, Operations and Facilities department is in need of a Maintenance, Operations and Facilities Assistant classification. Under the direction of Director, Maintenance, Operations and Facilities, this position provides a variety of responsible clerical and maintenance support to the maintenance and operations department; communicates and provides information to staff and the public; prepares and maintains a variety of records and reports.

The proposed job description and salary recommendation were discussed and approved by the Personnel Commission on March 15, 2018.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the salary placement for Maintenance, Operations and Facilities Assistant Classification on the Classified Salary Schedule at an Hourly Salary (Step A) \$18.28 to (Step F) \$23.35.

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-5 Human Resources Recommendation **Action Item**
Authorization to Enter into an Agreement with National University for
Administrative Services Clear Induction Program

Each year, institutions of higher education request assistance with professional training for various certificated positions, including administrators, teachers, and interns.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board grant authorization to enter into the attached Agreement with National University for Administrative Services Clear Induction Program.



NATIONAL UNIVERSITY

ADMINISTRATIVE SERVICES CLEAR INDUCTION PROGRAM AGREEMENT

This agreement, effective on _____, made by and between National University, a California non-profit public benefit corporation (the "University") and La Mesa-Spring Valley, a public entity (the "District"), with reference to the following facts:

ARTICLE 1 RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.
- 1.2 An agreement by a school district to provide Clear Induction Program coaching to students enrolled in the Administrative Services Clear Induction Credentials Program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which school districts are established.
- 1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission to offer Administrative Services Credential Clear Induction Program.
- 1.4 The Commission adopted the Clear Induction Program Standards in 2014 and revised the program standards on July 18, 2017. In order for the District to support Induction coaching as part of the credentialing of its educational leaders, the Commission requires the District to recommend the Induction Program Candidate(s) for their Credential directly with the Commission. The District validates with the Commission the Candidate's ability to become a quality District Administrator when the Candidate is enrolled in a University Administrative Services Clear Induction Program.
- 1.5 The District agrees to provide Clear Induction Program Students with the central structure of the Induction coaching experience in accordance with the Commission program standards and terms and conditions specified in this Agreement. The Commission length of Induction coaching support shall be for the whole duration of the two (2) year program.

ARTICLE 2 DEFINITIONS

- 2.1 "Student" shall refer to a student enrolled a Clear Induction Program at the University.

2.2 "Coach" shall refer to a committed employee of the District holding a valid, clear teaching credential issued by the Commission with three (3) or more years of exemplary teaching experience. The Coach shall demonstrate commitment to support a Induction participating administrator for a minimum of one (1) full school year, assist in documenting candidate credentials requirements, and collaborate with the participating administrator for at least one (1) to two (2) hours per week. Coach must be able to implement Commission- adopted academic content standards, candidate performance levels, curriculum frameworks, appropriate subject matter pedagogy, and effectively communicate and collaborate with District, colleagues, community, and University. The Coach shall gather and examine District level induction data, set goals for leadership performance, develop candidate competence, engage in formative assessments with the student, and evaluate both attainment of the identified goals and the student's demonstration of leadership skills to support the individualized work targeted in the California Professional Standards for Educational Leaders. Coaches shall provide regular consistent, and ongoing coaching throughout each year of the two-year program in person and at the District site.

2.3 "Nature of Induction" shall be determined based on Commission adopted academic content standards, student performance levels, curriculum frameworks, and appropriate subject matter pedagogy.

2.4 "Induction" shall refer to the Administrative career coaching experience within the District. District Commission-approved providers assign a qualified trained coach to each candidate for the first two years of their Administrative career inducting them into their professional environments.

A District trained qualified coach with specialized training works collaboratively with Induction students and District leaders to develop professional practice benefiting District employed Induction students at the District level. Coaches shape Induction Program candidates' leadership performance on the job. The Induction experience at the District level provides a real hands-on experience of the School, District, and Community. The Coach shapes their District-employed Induction student's growth, leadership skills, and adaptability skills.

2.5 "Individual Induction Plan (IIP)" outlined by Section 44270.1(a)(3) of the Education Code, identifies individual candidate needs, based on the candidate's District assignment and prior professional experiences, including the assessment that occurs at the end of the Induction Program. The IIP is used by coaches to support the professional learning aspects of the Induction Program.

2.6 District Coaches shall provide a minimum of forty (40) hours of job-embedded coaching activities, including site visits, face-to-face meetings, and electronic conversations to support the development of leadership competences in response to the complexity of the student's administrative position, experience, background, and IIP goals. The District acknowledges that, in order to provide student with the coaching service required by the Commission to attain program outcomes, additional coaching hours may be required. Coaching shall primarily be in person and at the site.

2.7 "Candidate Assessment by District Coaches" shall reflect a minimum of sixty (60) clock hours and a maximum of ninety (90) clock hours per one (1) full District school year.

ARTICLE 3
TERMS AND CONDITIONS

- 3.1 District Determination. The District at their sole discretion may refuse to accept, or may terminate, any Student completing the Induction requirements based upon its good faith determination that the Student is not performing to the standards of the District. In such case it is the District's responsibility to notify the Commission and the University promptly.
- 3.2 Induction Program Candidates. Induction Program Student(s) shall be District employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Students.
- 3.3 Non-Displacement of Certificated Employees. Pursuant to Commission requirements, upon coaching of Induction Program Candidates, District shall provide written certification to University that each Induction Candidate within District has not displaced a certificated District employee, which shall enable University to verify to Commission that all statutory and Commission requirements have been met.
- 3.4 University Determination. The University shall determine the number of units the Student shall complete. University shall have exclusive control over all academic issues involving the Administrative Services Clear Induction Program, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Students; evaluation of Students' prior experience and education; evaluation of Student's academic progress; scheduling courses; awarding academic credit; and conferring degrees.
- 3.5 Assessment. Initial, formative, benchmark, and summative assessments are collaborative and based on data gathered by the candidate, coach, and program. Assessment is a function of the Induction Program to measure Student's competence in the nature of administrative responsibilities, assess their administrative skills, develop a plan for Student's growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the District, Coach, and the University's Induction Program requirements.
- 3.6 District Reimbursement. The University shall reimburse the District for the cost of coaching services rendered by the District, paying the District a predetermined stipend amount per course at the completion of each course. The University determines the stipend rate per course. The University will make such payment directly to the District. District acknowledges University stipend depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis. District shall submit an invoice based on a generated report received from the University Honorarium Specialist. Stipend paid is based upon course completion by Induction Program student(s). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the District at its earliest convenience following the date the District's invoice is received.

- 3.7 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate, with no exclusion for molestation or abuse. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workers' compensation insurance coverage for their own employees.

University agrees to maintain at least \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) in General Aggregate Liability Insurance coverage, with no exclusion for molestation or abuse. University agrees to provide District with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming La Mesa Spring Valley as an additional insured party in conjunction with this Administrative Services Clear Induction Program Agreement.

- 3.8 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Administrative Services Clear Induction Credential Program to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.
- 3.9 Confidentiality of District Pupil Records. No Student will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Administrative Services Clear Induction Credential Program. The discussion, transmission, or narration in any form by Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Credential Program, is forbidden except as a necessary part of the practical Credential Program experience. To the extent a Student is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Students shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Credential Program experience with University, its employees, agents or others.

ARTICLE 4

GENERAL PROVISIONS

4.1 Term. This Agreement shall commence as of the date hereof and shall continue until such time as either party gives the other party thirty (30) days' written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Administrative Services Clear Induction Program Students receiving coaching support as of the date of such notice shall be permitted to complete their Induction Program coaching so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. **Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.**

4.4 Integration Clause. This Agreement contains the entire Induction Program agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.

4.7 Mutual Indemnification. University shall defend, indemnify and hold District, its officers, employees and agents harmless 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 University, its officers, agents, or students.

District shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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 District, its officers, agents, or employees.

4.8 Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association or other mutually agreed upon arbitration entity in accordance with the provisions of its Commercial Arbitration Rules.

4.9 The parties expressly understand and agree that all University students receiving coaching support pursuant to this Agreement are doing so for educational purposes only. The provisions of this Section shall survive the termination or expiration of this Agreement.

NATIONAL UNIVERSITY, a California
non-profit public benefit corporation

La Mesa-Spring Valley

By _____
Dave C. Lawrence
Vice Chancellor, Finance

By _____
Signature

Date _____
National University
School of Education
11255 N. Torrey Pines Road
La Jolla, CA 92037

By _____
Name Typed or Printed

Title _____

Date _____

For contact/contract return:
Isabel Gonzalez
Credentials Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
(858) 642-8310
credcontracts@nu.edu

District Address/Telephone:

Street

City State Zip

Phone

EXHIBIT A

Student Teaching & Practicum Programs

District and University wish to partner to support the following Student Teaching & Practicum Programs:

Teacher Education Internship Credential
 Special Education Internship Credential
 Preliminary Administrative Services Internship Credential
 Pupil Personnel Services Internship Credential – School of Counseling
 Pupil Personnel Services Internship Credential – School of Psychology

Honorariums:

University shall reimburse District a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred (\$600) dollars. District must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay District one month following invoice date.

Honorariums are based on amount of supervision. Student Teaching and Practicum courses each carry a stipend amount of \$300 per course. A maximum of \$600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$300 x .25 = \$75	One Period	33%	\$300 x .33 = \$99 rounded to \$100
Two Periods	50%	\$300 x .50 = \$150	Two Periods	66%	\$300 x .66 = \$198 rounded to \$200
Three Periods	75%	\$300 x .75 = \$225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

Honorariums for Practicum courses of Educational Counseling and School Psychology programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****

**La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
May 15, 2018**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-6 Human Resources Recommendation **Action Item**
Approval to Establish Position of Executive Director, Innovation and Engagement and Salary Placement on the Certificated Management Salary Schedule at (Step 1) \$130,432 to (Step 9) \$145,803.

It has been determined that an Executive Director, Innovation and Engagement is needed to support leadership development, professional learning, community outreach, and interdepartmental articulation Districtwide. Under the immediate supervision of the Superintendent, this position will support organizational change initiatives, lead community outreach strategies on various mediums including social media, provide support in the area of interdepartmental articulation, and implement a Districtwide collaborative service delivery model to encourage effective practices in support of District goals.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board grant approval to establish the position of Executive Director, Innovation and Engagement and Salary Placement on the Certificated Management Salary Schedule at (Step 1) \$130,432 to (Step 9) \$145,803.

EXECUTIVE DIRECTOR, INNOVATION AND ENGAGEMENT

PRIMARY FUNCTION:

Under the direction of the Superintendent, provide operational assistance to the Superintendent by leading strategic initiatives and managing special projects at the executive level; serve as a member of Cabinet; lead a districtwide communications and marketing strategy, and coordinate District outreach on social media platforms; provide support in the area of interdepartmental articulation; direct and/or train, supervise and evaluate staff members, as assigned.

Professional Responsibilities

1. Compile and analyze data, perform basic accounting and audit services as required for documentation and program planning.
2. Comply with all state and federal guidelines.
3. Implement District and other mandated policies, procedures and/or processes for the purpose of providing direction and/or complying with mandated requirements.
4. Maintain awareness and understanding of current educational trends and developments through professional literature, by attending conferences, site and District meetings.
5. Maintain personal standards of grooming and professionalism.
6. Maintain standard of promptness in carrying out assignments.
7. Meet professional standards required of all administrators as described in the California Professional Standards for Educational Leaders.
8. Participate in Instructional Leaders' Professional Learning Community work.

ESSENTIAL FUNCTIONS:

1. Provide operational assistance to the Superintendent by leading strategic initiatives and managing various special projects at the executive level; serve as a member of Superintendent's Cabinet; represent and act on behalf of the Superintendent, as directed.
2. Direct and support the execution of the Superintendent's policies and goals.
3. Participate with the Superintendent and Cabinet in strategic planning, policy development and problem resolution of complex issues and needs; attend Board meetings, prepare materials and make presentations as required; follow up on Governing Board issues as appropriate.
4. Develop and participate in the implementation of a comprehensive workforce and organizational development program that results in an effective and engaged workforce, cultural development and organizational change initiatives to meet District goals and objectives; design and implement a districtwide collaborative service delivery model; encourage effective new practices that contribute to enhancing District goals and initiatives.
5. Serve as a strategic liaison between the Superintendent, department heads, school administrators, employee organizations, other school districts, public agencies and the public as directed.

LA MESA-SPRING VALLEY SCHOOLS
CERTIFICATED ADMINISTRATIVE DESCRIPTION

6. Lead districtwide communications strategies and coordinate District outreach on social media platforms; communicate with staff, the community, and the media on behalf of the Superintendent and Governing Board regarding District initiatives, activities, and events.
7. Provide functional supervision of and participate in various District projects and initiatives, i.e., workforce and organizational development programs, district marketing, etc.
8. Provide administrative oversight for and participate in the preparation and completion of reports and interpretation of related data for District administrators, staff, and the public for effective decision-making by the Superintendent.
9. Visit schools with the Superintendent, Assistant Superintendents, and other District staff to assess level of District support services and provide appropriate feedback to District departments to enhance and adjust District support services.
10. Plan and implement a specific, targeted course of action to ensure success in all areas of responsibility; take responsibility and accept personal accountability for assigned functions. Represent the Superintendent on community committees and task forces, and in problem-solving conferences with parents, District staff and Governing Board members; collaborate with key stakeholders on issues that have a direct, strategic impact on District initiatives.
11. Make presentations to management, staff, various committees, and community members as required; research and respond to inquiries from a broad audience.
12. Perform related duties as assigned.

QUALIFICATION STANDARDS:

Ability - Above average recommendations from administrative supervisors or other professionals who have observed the candidate's personal characteristics, scholastic attainment, ability to communicate effectively, and performance.

EXPERIENCE:

Five years experience at the executive level, with two years of implementation and/or development of strategic plans and delivery of large-scale projects for a public agency or large global organization.

EDUCATION/CREDENTIALS:

Bachelor's degree in a relevant field; Master's degree is highly desirable.

KNOWLEDGE AND ABILITIES:

Knowledge of:

Strategic planning and organizational restructuring practices and policies. Theories, research techniques, and methodologies related to managing operations of a large, complex, urban organization in a culturally diverse community. California Education code, and applicable laws, regulations, policies, and procedures that affect educational policies. Policies, goals, and objectives of assigned programs and activities. Collaborative problem-solving methods. Principles and practices of administration and supervision. Budget preparation and control. Effective oral and written communication skills. School and District organization, operations, policies, and objectives.

Interpersonal skills using tact, patience, and courtesy. Operation of a computer and assigned software. Effective administrative and managerial practices. District policies and procedures, goals and objectives, organizational structure and functions, and negotiated contracts. Research methods and report-writing techniques. Correct English usage, grammar, spelling, punctuation, and vocabulary.

Ability to:

Plan, develop and organize proposals, processes, projects and events. Represent the District before the public in a proactive and media-sensitive manner. Communicate clearly and persuasively both orally and in writing to a variety of readers. Demonstrate initiative, resourcefulness, and energy in accomplishing objectives. Solve complex, organizationwide problems and demonstrate leadership in the development and implementation of change. Prepare comprehensive narrative and statistical reports. Manage the maintenance of a variety of reports, records, and files related to assigned activities. Prepare and deliver formal public presentations. Establish and maintain cooperative and effective working relationships with elected officials, District administrators, union representatives, employees, parents, community members, and individuals of other public and private organizations and with all racial, ethnic, and socioeconomic groups. Exercise professional and appropriate judgment. Analyze situations accurately and adopt an effective course of action. Work independently with little direction. Plan and organize work and effectively manage simultaneous projects to meet schedules and timelines. Apply principles and practices of administration and supervision. Operate a computer and assigned office equipment.

WORKING CONDITIONS:

Environment:

Indoor and outdoor work environment.

Physical Abilities:

Hearing and speaking to exchange information and make presentations.
Lifting books, materials, equipment to execute lessons and presentations.
Seeing to read, prepare, and review a variety of activities and to monitor student activities. Sitting or standing for extended periods of time.
Walking extended lengths to move around campus and community.

Hazards:

Potential exposure to communicable diseases and contact with blood and other bodily fluids.

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: May 1, 2018**

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

The President led the Pledge of Allegiance to the Flag.

Board members present: Basson, Chong, Duff, Long, Turner

Board members absent: None

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

It was moved by Turner, seconded by Duff, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve the minutes of the regular meeting of April 17, 2018, as amended.

COMMUNICATIONS

The Board recognized Laramie Littig, Teacher, La Mesa Arts Academy, on her selection as the District's 2017-18 Teacher of the Year and presented her with a plaque. Ms. Littig will go on to participate in the County Teacher of the Year competition.

The Board recognized Maria Cano, ParaProfessional, Sweetwater Springs Elementary School, on her selection as the District's Classified School Employee of the Year and presented her with a plaque.

Memo from Tina Sardina, Assistant Superintendent, Human Resources, sharing the success of the Student Teaching Partnership with San Diego State University.

2018 Promotions Schedule

District Employees of the Year – Certificated

District Employees of the Year – Classified

AGENDA

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

HEARING SESSION

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

MINUTES
Approved as amended

COMMUNICATIONS

Teacher of the Year:
Laramie Littig

Classified School Employee of
the Year:
Maria Cano

Memo: Student Teaching
Ptnrshp w/SDSU

2018 Promotions Schedule

Employees of the Year-Cert.

Employees of the Year-Class.

AGENDA

Approved as presented

HEARING

R. Weaver, parent re: D.Chong
K. Bach, parent re: D.Chong
J. Steiger, PTA re: D.Chong

Rob Weaver, LMSV parent, expressed his concern regarding recent comments made by Board President, David Chong.

Kelly Bach, LMSV parent, expressed her concern regarding recent comments made by the Board President.

Jay Steiger, PTA representative, expressed his concern regarding recent comments made by the Board President.

Eric Lund, candidate for San Diego Board of Education, District 3, introduced himself to the Board.

Leslie Gollub, community member, expressed her concern regarding recent comments made by the Board President.

Karen Epler, President, LMSV Educational Foundation, shared the mission and accomplishments of the Foundation.

Kathryn Megli, community member, expressed her concern regarding recent comments made by the Board President.

Robin Kaplan, LMSV parent, expressed her concern regarding recent comments made by the Board President.

NEW BUSINESS

It was moved by Long, seconded by Duff, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve Board policy updates as presented.

Purchase Orders dated April 4, 2018 through April 17, 2018 totaling \$564,566.79

Warrants dated April 4, 2018 through April 17, 2018 totaling \$787,324.48

Expenditures in the amount of \$80.00

Purchasing contract utilized since the last Board meeting: Corona-Norco Unified School District-Bid #15/16-006 Classroom and Office Supplies; North County Educational Purchasing Consortium (NCEPC).

Approval of Sale of Surplus Items (E-Waste)

It was moved by Turner, seconded by Duff, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long, Turner; Noes: None; Absent: None, to accept gift of \$1,208.00 to Lemon Avenue Elementary School from Lemon Avenue PTA, to be used for study trip bus expenses.

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Long, seconded by Basson, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve standard Human Resources recommendations as presented.

It was moved by Basson, seconded by Duff, and carried unanimously

E. Lund, candidate SDBOE
L.Gollub,citizen re: D.Chong
K. Epler re: LMSV Ed Fdtn
K.Megli, citizen re: D.Chong
R. Kaplan parent re:D.Chong

NEW BUSINESS

Board Policy Updates
Approved as Presented

Consent Calendar
Approved
Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Purchasing Contracts Utilized
Since Last Board Meeting

Sale of Surplus Items (E-Waste)

**Gift: from Lemon Ave. PTA
to Lemon Ave. Elem.**
Accepted with thanks

**Human Resources
Recommendations**
Approved as presented

Agmnt: Paul Bazzel, LCSW,

with the following votes: Ayes: Basson, Chong, Duff, Long, Turner; Noes: None; Absent: None, to authorize administration to enter into agreement with Paul Brazzel, LCSW, PPSC, to provide licensed clinical social worker supervision.

**Provide Social Worker
Supervision
Approved**

It was moved by Turner, seconded by Long, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long, Turner; Noes: None; Absent: None, to authorize administration to enter into an agreement with Utah State University for dietetic internship.

**Agmnt: Utah State Univ.
Dietetic Internship
Approved**

It was moved by Basson, seconded by Duff, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve the Superintendent of Schools job description.

**Job Description:
Superintendent of Schools
Approved**

It was moved by Long, seconded by Turner, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long, Turner; Noes: None; Absent: None, to authorize administration to establish salary placement for Executive Director, Special Education and Student Supports.

**Salary Placement: Executive
Director, Special Education &
Student Services
Approved**

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Member Basson announced she attended the La Mesa Arts Academy Fireside Gallery Spring Opening Art Show on April 26, and was impressed with the quality of art created by District students.

Member Turner announced she is working with California School Boards Association as chairperson of the Legislative Committee. The association continues to make a difference by supporting legislation that serves kids.

President Chong has been working with Cabinet on succession planning regarding the transition to the new superintendent.

The Board determined the visitation schedule for 2018 eighth grade promotions.

At 7:45 p.m. the President announced a recess.

CLOSED SESSION

At 7:53 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 8:37 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 May 15, 2018.

Emma Turner, Clerk of the Board of Education