

**La Mesa-Spring Valley School District**

# **Board of Education**

**May 21, 2013**

## **Our Purpose**

**To Inspire Learning and Respect**

## **Our Vision**

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

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

AGENDA  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR SESSION: Tuesday, May 21, 2013 - 7:00 P.M.  
**SPECIAL SESSION: 6:30 P.M.**  
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

1. Call to Order
2. Establishment of Quorum

*NOTE: Items scheduled for the 6:30 p.m. closed session not concluded by 7:00 p.m. will be continued to closed session at the end of the meeting.*

CLOSED SESSION (Government Code 54957)

1. Conference with Legal Counsel – Anticipated Litigation (GC 54956)

OPENING PROCEDURE (cont.)

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

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

1. Recognition: ROSE Award – Recipient: Lori Ferrigno, Fletcher Hills Elementary  
Presenter: Kent Coston, LMSV Ed Foundation

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. Visual and Performing Arts Academy

Information

NEW BUSINESS

SUPERINTENDENT

1. Acceptance of Visual and Performing Arts Academy Report

Action

## BUSINESS SERVICES

- |    |   |                   |
|----|---|-------------------|
| 1. | Consent Calendar*   | Action            |
| a. | Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursement  |                   |
| b. | Acceptance of Work for Completion of the Junior Seau Sports Complex Field Replacement and Miscellaneous Improvements at Parkway Middle School; and Authorization to File Notice of Completion |                   |
| c. | Acceptance of SB 564 Financial Disclosure   |                   |
| d. | Authorization to Enter into Summer Food Service Agreement with A.B. Vines Ministries to Provide Lunches to Economically Disadvantaged Children  |                   |
| 2. | Resolution 12-13-42, Approving Apple Inc. as the Sole Provider for Educational Technology Products and Equipment with Mac OS and Mac iOS Operating Systems                                    | Roll Call<br>Vote |
| 3. | Authorization to Purchase 200 MacBook Pro Computers from Apple Inc.   | Action            |
| 4. | Resolution 12-13-43, Authorizing the Execution of a Master Lease Agreement with Apple Inc.  | Roll Call<br>Vote |

## LEARNING SUPPORT

- |    |   |        |
|----|---|--------|
| 1. | Acceptance of Gifts – Avondale and Highlands Elementary Schools   | Action |
| 2. | Authorization to Enter into a Memorandum of Understanding with Family Health Centers of San Diego, County of San Diego, Health and Human Services Agency, and Children’s Mental Health Services | Action |
| 3. | Authorization to Enter into an Agreement with San Diego Youth Services to Implement the Prevention/Early Intervention Grant Award   | Action |
| 4. | Authorization to Enter into a Memorandum of Understanding between San Diego Youth Services and Healthy Start  | Action |
| 5. | Authorization to Enter into Agreements with San Diego County Office of Education to Participate in Science Outreach Programs and Marine Science Floating Lab                                    | Action |

## HUMAN RESOURCES RECOMMENDATIONS

- |    |   |                |
|----|---|----------------|
| 1. | Standard Human Resources Recommendations                                  | Action         |
| 2. | Request to Adopt Annual Declaration of Need for Fully Qualified Educators | Action         |
| 3. | Resolution 12-13-44, Elimination of Preschool Teaching Position           | Roll Call Vote |
| 4. | Authorization to Establish Salaries for Certificated Employees            | Action         |
| 5. | Authorization to Establish Salaries for Certificated Management Employees | Action         |
| 6. | Authorization to Establish Salaries for Classified Management Employees   | Action         |
| 7. | Authorization to Establish Salaries for Classified Supervisory Employees  | Action         |
| 8. | Authorization to Establish Salaries for Confidential Employees            | 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. Public Employee Discipline/Dismissal/Release (2 cases)
5. Non-reelection of Certificated Probationary Employee (File 05-21-01)
6. Discussion regarding Public Employee Appointment (Elementary Principals)

### NEW BUSINESS (cont.)

#### HUMAN RESOURCES RECOMMENDATIONS (cont.)

- |    |  |        |
|----|--|--------|
| 9. | Appointment of Elementary Principals (2) | Action |
|----|--|--------|

### ADJOURNMENT



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

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

In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board of Education in advance of their meetings may be viewed at the Education Service Center located at 4750 Date Avenue, La Mesa, California 91941. In addition, if you would like a copy of any record related to an item on the agenda, please contact Barbara Martinez, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail: [barbara.martinez@lmsvsd.k12.ca.us](mailto:barbara.martinez@lmsvsd.k12.ca.us)

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

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

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

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

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

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

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

**ITEM NUMBER:**        **R-1 Reports of Officers of the Board**  
                                 **Visual and Performing Arts Academy**

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During the October 2, 2012 Board meeting, the Board directed staff to explore the potential of creating a specialized academic program within the District.

Since that time, Beth Thomas, Principal, La Mesa Middle School, has chaired a committee researching the operations and feasibility of a performing arts academy to be located on the La Mesa Middle School campus.

Beth Thomas, Principal, La Mesa Middle School; Jon Hayman and Dr. Mark Arapostathis, Teachers, Rolando Elementary School; and Ginger Radenheimer, BTSA/PAR Program Lead, will present their findings and respond to clarifying questions.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

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

**ITEM NUMBER:**        **S-1 New Business**  
                                 **Acceptance of Visual and Performing Arts Academy Report**

<b>Action Item</b>
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District staff would like to continue planning for a Performing Arts Academy to be housed at La Mesa Middle.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept the Visual and Performing Arts Academy Report as presented and direct staff to continue to plan for implementation in the 2014-15 school year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:**        **Lori Wigg**  
                                 **Assistant Superintendent, Business Services**

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

<b>Action Item</b>
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Purchase orders, warrants and a revolving cash fund reimbursement 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: 302 purchase orders have been processed, numbered G43503 through G43804, totaling \$561,335.34.
- II.       Warrants: 289 warrants have been issued, dated April 23, 2013 through May 8, 2013, totaling \$1,114,013.55.
- III.      Revolving Cash Fund Reimbursement: One (1) check has been processed, totaling \$125.

**ADMINISTRATIVE RECOMMENDATION**

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

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REVOLVING CASH FUND REIMBURSEMENT**

**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>
RC1700	05/07/13	Martha Tally	Parking fees for buses - Safety Patrol Disneyland trip	\$125

**REVOLVING CASH FUND REIMBURSEMENT  
A TOTAL OF (1) CHECK PROCESSED TOTALING \$125**

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:**        **Lori Wigg**  
                                 **Assistant Superintendent, Business Services**

**ITEM NUMBER:**        **B-1b New Business (Consent Calendar)** **Action Item**  
                                 **Acceptance of Work for Completion of the Junior Seau Sports Complex  
Field Replacement and Miscellaneous Improvements at Parkway Middle  
School; and Authorization to File Notice of Completion**

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The City of La Mesa had work performed at the Junior Seau Sports Complex field at Parkway Middle School by Just Construction Contractors, Inc. The contractor has completed the replacement and improvement project. The project was inspected by the Maintenance Department and it was determined that the contractor's work was satisfactorily completed.

**ADMINISTRATIVE RECOMMENDATION**

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:**        **Lori Wigg**  
                                 **Assistant Superintendent, Business Services**

**ITEM NUMBER:**        **B-1c New Business (Consent Calendar)**  
                                 **Acceptance of SB 564 Financial Disclosure**

<b>Action Item</b>
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Orange County's 1995 bankruptcy prompted new local agency financial reporting requirements under Senate Bill 564 (Chapter 783, Statutes of 1995). SB 564 added Government Code Section 53646, which requires school and community college districts to disclose the following types of investments:

- a) Investments in the Local Agency Investment Fund
- b) Investments in the San Diego Treasury Investment Pool
- c) Federal Depository Insurance Commission accounts in banks and savings and loans

Government Code Section 53646(b) requires the chief fiscal officer of each local agency to render a report regarding public disclosures to the Governing Board and chief administrative officer, and to transmit that report with attachments to the Governing Board at a public meeting.

In accordance with the requirements of SB 564, the attached Investment Disclosure Report and exhibits are provided to the Board and Superintendent:

- Investment Disclosure Report – March 31, 2013
- Exhibit A – Fund Summary, San Diego County Treasury Investment Pool
- Exhibit B – Operating Accounts – Mission Federal Credit Union

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept the SB 564 Financial Disclosure.



**LA MESA - SPRING VALLEY SCHOOL DISTRICT  
INVESTMENT DISCLOSURE REPORT  
AS OF MARCH 31, 2013**

Pursuant to Government Code Section 53646, the Board and Superintendent are hereby invested as indicated below and shown in detail on the attached exhibits. This portfolio complies with the current statement of investment policy.

INVESTMENT CATEGORY

A. San Diego County Treasury Investment Pool	\$	12,984,944
 B. Mission Federal Credit Union	 \$	 310,823
 TOTAL	 \$	 13,295,768

I, Brian Marshall, Superintendent of the La Mesa-Spring Valley School District, hereby certify the information contained in this report, including the attachments, is accurate and correct to the best of my knowledge.

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Brian E. Marshall, Superintendent

**LA MESA - SPRING VALLEY SCHOOL DISTRICT  
FUND SUMMARY  
SAN DIEGO COUNTY INVESTMENT POOL  
AS OF MARCH 31, 2013**

Fund Title	Fund Number	Balance
General Fund	03-06 - 414901-55956	\$ 10,309,623
Child Development	12-06 - 414906-55965	220,262
Cafeteria	13-00 - 414904-55962	438,110
Deferred Maintenance	14-00 - 414912-55968	-
Special Reserve - Opt Out	17-42 - 414942-55972	956,633
Building (Prop M)	21-10 - 414910-55967	128,906
Capital Facilities AB 2068/Developer Fees	25-19 - 414919-55971	203,765
County Facilities Fund	35-00 - 414946-55977	-
Special Reserve - Capital Outlay	40-00 - 414902-55959	25,131
Enterprise - ESS / SmartSteps Preschool	63-00 - 414922-55957	<u>702,515</u>
<b>Total Investment - San Diego County Treasury Investment Pool:</b>		<b><u><u>\$ 12,984,944</u></u></b>

LA MESA-SPRING VALLEY SCHOOL DISTRICT  
MISSION FEDERAL CREDIT UNION CHECKING ACCOUNTS  
AS OF MARCH 31, 2013

ACCOUNT NAME	ACCT NUMBER	BALANCE	GL ACCT
<b><u>CASH CLEARING ACCOUNTS</u></b>			
ESS Cash/Check Payments	51000807	\$ 29,762.52	63-00-9010-000-9120-001
Transportation	51000850	1,172.00	06-00-7230-000-9120-000
Cafeteria	51000806	9,632.45	13-00-5310-000-9120-000
District Cash Clearing	51000804	5,867.38	03-00-0000-000-9120-000
ESS Bank Card Payments	91062960	21,062.14	63-00-9010-000-9120-002
		<u>\$ 67,496.49</u>	
<b><u>REVOLVING CASH ACCOUNTS</u></b>			
District	51000805	\$ 14,560.42	03-00-0000-000-9130-000
Purchasing Card	91074611	13,840.75	03-00-0000-000-9130-001
		<u>\$ 28,401.17</u>	
<b><u>EXTERNAL ACCOUNTS</u></b>			
ASB	51000808	169,986.14	n/a
Peter Pan Jr. Theater RCF	51000849	44,939.23	n/a
Script Clearing	51000810	-	n/a
		<u>\$ 214,925.37</u>	
Grand Total of All Account Balances:		<u><b>\$ 310,823.03</b></u>	

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:**       Lori Wigg  
Assistant Superintendent, Business Services

**ITEM NUMBER:**       B-1d New Business (Consent Calendar) **Action Item**  
**Authorization to Enter into Summer Food Service Agreement with A.B. Vines Ministries to Provide Lunches to Economically Disadvantaged Children**

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A.B. Vines Ministries is a community-based outreach center that helps to provide meals and food to economically disadvantaged children throughout the summer months. They have partnered with the California Department of Education to provide summer meals to areas of high need in Spring Valley and La Mesa during the summer when school food sites are closed.

The Child Nutrition Department will deliver nutritious meals to the following sites: Casa de Oro Library, Spring Valley Teen Center, New Seasons Church, Spring Valley East Community Center, Vista La Mesa Christian Church, and St. Andrews Episcopal Church. All items delivered will be compliant with the National School Lunch Program. A.B. Vines Ministries will be charged \$2.50 per meal and each meal will include an entrée, fresh fruit and a vegetable, and a choice of 1% white or nonfat chocolate milk.

This agreement is estimated to generate an additional \$30,875 in revenues for the District and it will assist with providing lunches to hungry children in the Spring Valley and La Mesa areas.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board authorize the District to enter into the attached summer food service agreement with A.B. Vines Ministries.

## SUMMER FOOD SERVICE PROGRAM STANDARD FOOD SERVICE AGREEMENT

This agreement is entered into on \_\_\_\_\_ DAY: \_\_\_\_\_ MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_ by and between

SFSP SPONSOR A.B. VINES MINISTRIES, herein after referred to as the **Agency**, and

FOOD SERVICE VENDOR NAME: LA MESA-SPRING VALLEY SCHOOL DISTRICT, herein after referred to as the **Vendor**.

**Whereas**, it is not within the capability of the Agency to prepare specified meals under the Summer Food Service Program (SFSP); and

**Whereas**, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Agency's facility(ies); and

**Whereas**, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis.

**Therefore**, both parties hereto agree as follows:

### THE VENDOR AGREES TO:

1. Prepare unitized meals for ☒ **delivery**\* ☐ **pickup**\* ☐ **inclusive** or ☐ **exclusive**\*\* of milk or juice each day, in accordance with the number of meals requested and at the cost(s) per meal listed below at the following location: (Attach additional sheet of paper if necessary.)

NAME OF LOCATION SEE ATTACHMENT

ADDRESS/CITY/STATE/ZIP \_\_\_\_\_

ENTER THE TIME OF DAY THAT MEALS WILL BE AVAILABLE TO THE AGENCY \_\_\_\_\_

BREAKFAST	\$ _____	EACH	LUNCH	<u>\$2.50</u>	EACH
SUPPLEMENT/SNACK	\$ _____	EACH	SUPPER	\$ _____	EACH

2. Provide the Agency, for approval, a proposed cycle menu for the operational period, at least 5 DAYS day(s) prior to the beginning of the period to which the menu applies. Any changes to the menu made after Agency approval must be agreed upon by the Agency, approved by the California Department of Education (CDE) and documented on the menu records.
3. Ensure that each meal provided to the Agency under this agreement meets the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern, Schedule B (attached) which is excerpted from the regulations 7 CFR Part 225.16 or an approved National School Lunch Program (NSLP)/School Breakfast Program (SBP) option. NSLP/SBP vendors may use the same menu planning option they use during the school year in lieu of using the SFSP meal pattern. Snacks will meet the SFSP meal pattern.
4. Maintain full and accurate records which document: (1) the menus were provided to the Agency during the term of this agreement; (2) a listing of all components of each meal; and, (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.

\* Check either pickup or delivery or both if this agreement is for a combination of sites that require both types of delivery.

\*\* Check whether the vendor is to "include" or "exclude" milk and juice with the meal.

## SUMMER FOOD SERVICE PROGRAM STANDARD FOOD SERVICE AGREEMENT

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5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
  6. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered/picked up by the Agency. Meal count documentation must include the number of meals requested by the Agency.
  7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made Within the following scheduled delivery time:      \* 3                      HOURS
  8. Present to the Agency an invoice accompanied by reports no later than the 2ND day of each month, which itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this agreement. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Agency for any excess costs the Agency incurs by obtaining meals from another source.
  9. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for the SFSP. The Vendor shall ensure that all health and sanitation requirements of the California Uniform Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times.
  10. Operate in accordance with current SFSP regulations. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
  11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress). Upon request, make all accounts and records pertaining to the agreement available to a certified public accountant hired by the Agency, representatives of the CDE, USDA, and the Office of Inspector General for audits or administrative reviews at a reasonable time and place.
  12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
  13. Be paid by the Agency for all meals delivered/picked up in accordance with the agreement. Neither the CDE nor the USDA will assume any liability for payment of differences between the number of meals prepared for delivery and/or pickup by the Vendor and the number of meals served by the Agency that are eligible for reimbursement.
  14. Accept commodities from the Agency. The commodities will be used in the preparation of meals provided for the SFSP. The Vendor will reduce the price of the meals by the fair market value of the commodities used in the meals. Price reductions will be itemized on the invoice. All commodities until used are the property of the Agency.

\* Negotiable time frame, but should be no longer than 24 hours

## SUMMER FOOD SERVICE PROGRAM STANDARD FOOD SERVICE AGREEMENT

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### THE AGENCY AGREES TO:

1. Request by telephone no later than     \*\* 1 DAY    , an accurate number of meals to be delivered or picked up by the Agency each day. Notify the Vendor of necessary increases or decreases in the number of meals ordered within     \*4     hours of the scheduled delivery or pickup time. Errors in meal orders made by the Agency shall be the responsibility of the Agency.
2. Ensure that an Agency representative is available at each delivery or pickup site at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered or picked up. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the SFSP, and with local health and safety codes.
3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pickup by the Vendor (if applicable) no later than:     \*\* 1 DAY
4. Notify the Vendor, within     2     days of receipt of the next month's proposed cycle menu, of changes, additions, or deletions.
5. Provide the Vendor with a copy of 7 CFR Part 225.16; the SFSP Meal Pattern, Schedule B; the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the SFSP. The Agency will, within 24 hours of receipt from the NSD, advise the Vendor of any changes in the food service requirements.
6. Pay the Vendor by the     30TH     day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals delivered/picked up in accordance with the agreement. Neither the California Department of Education nor USDA assume any liability for payment of the difference between the number of meals prepared, picked up by the Agency, delivered by the Vendor, and the number of meals served by the Agency that are eligible for reimbursement.
7. Order only those commodities that can be incorporated into its meals. The Agency shall be responsible for transferring all unused commodities at the close of the SFSP. The Agency is responsible for the fair market value of any commodity losses that may occur.

\* Negotiable time frame, but should be no longer than 24 hours

\*\* Time of day or day of week

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## SUMMER FOOD SERVICE PROGRAM STANDARD FOOD SERVICE AGREEMENT

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### TERMS OF THE AGREEMENT:

This agreement will take effect commencing on JUNE 17, 2013 and shall end on AUGUST 8, 2013, but no later than September 30. This agreement may be terminated by either party giving notice at least 30 days prior to the date of termination. The Agency shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that in the event the contract is cancelled, the Agency shall be responsible for meals that have already been assembled, delivered/picked up in accordance with this agreement.

### SCHOOL FOOD AUTHORITY VENDING TO A SPONSOR:

Enter the SMI planning option(s) you will use and submit a menu to the sponsor for NSD's approval if it is not the standard SFSP Meal Pattern: NSMP

If the Agency agrees to the menu planning option, the school will train the Agency by: JUNE 8, 2013

### AGENCY:

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):

Yes ☒ No ☐

In witness thereof, the parties hereto have executed this agreement as of the dates indicated below:

VENDOR OFFICIAL (SIGNATURE)	AGENCY OFFICIAL (SIGNATURE)
VENDOR OFFICIAL NAME (PRINT) <b>LORI WIGG</b>	AGENCY OFFICIAL NAME (PRINT) <b>ANGELA KRETSCHMAR</b>
<b>ASSISTANT SUPERINTENDENT, BUSINESS SERVICES</b>	TITLE <b>EXECUTIVE DIRECTOR</b>
TELEPHONE NUMBER <b>619 668-5700, EXT. 6392</b>	TELEPHONE NUMBER <b>619 303-7806</b>
DATE	DATE



# A.B. VINES MINISTRIES

## SUMMER FOOD SERVICE SITES

AGENCY	SITE #	ADDRESS	CITY/ZIP	SUPERVISOR
Casa de Oro Library	17625	9805 Camp Rd #180	Spring Valley, CA 91977	Alison O'Brien
Spring Valley Teen Center	17724	838 Kempton St	Spring Valley, CA 91977	Carl McCullough
New Seasons Church	16770	2300 Bancroft Dr.	Spring Valley, CA 91977	Olivia Jones
Spring Valley East Community Center	17626	3845 Spring Dr.	Spring Valley, CA 91977	Freddy Horton
Vista La Mesa Christian Church	TBD	4210 Massachusetts Ave.	La Mesa, CA 91941	Rebecca Littlejohn
St Andrews Episcopal Church	TBD	4816 Glen Street	La Mesa, CA 91941	Dani Womack

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:**        **Lori Wigg**  
                                 **Assistant Superintendent, Business Services**

**ITEM NUMBER:**        **B-2 New Business**  
                                 **Resolution 12-13-42, Approving Apple, Inc. as the Sole Provider for**  
                                 **Educational Technology Products and Equipment with Mac OS and Mac**  
                                 **iOS Operating Systems**

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**ROLL CALL VOTE**

Apple Incorporated (Apple) products are utilized in the District's instructional program. The District has determined that Apple products provide conformity, compatibility and continuity with the existing systems. Apple also provides the best pricing for large volume purchases.

Adoption of this resolution will allow products with Mac OS and Mac iOS operating systems to be the Districtwide standard for the instructional program and it will authorize the District to purchase these products directly from Apple Incorporated.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 12-13-42, approving Apple, Inc. as the sole provider for educational technology products and equipment with Mac OS and Mac iOS operating systems.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
RESOLUTION 12-13-42  
APPROVING APPLE, INC. AS THE SOLE PROVIDER FOR EDUCATIONAL TECHNOLOGY  
PRODUCTS AND EQUIPMENT WITH MAC OS AND MAC iOS OPERATING SYSTEMS**

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

WHEREAS, the La Mesa-Spring Valley School District (District) desires to purchase certain computer products, accessories, software and equipment;

WHEREAS, the District has determined that educational technology products and equipment with Mac OS and Mac iOS operating systems meet the specifications and features needed by the District;

WHEREAS, the District has determined that Apple, Inc. is the sole source of educational products and equipment with Mac OS and Mac iOS operating systems needed by the District;

WHEREAS, Public Contract Code section 3400 permits public entities to make an exception to the public bidding requirement when the necessary equipment, materials, or supplies are only available from one source; and

WHEREAS, the District has determined that it would be unavailing and no advantage would result if it were to engage in the public bidding process for the purchase of educational technology products and equipment with Mac OS and Mac iOS operating systems when the District has researched and concluded that no other sources for such products are available at this time that meet the District's specifications.

NOW, THEREFORE, BE IT RESOLVED, that the above recitals are true and correct.

BE IT FURTHER RESOLVED, that the District hereby waives competitive bidding requirements to allow for the purchase of educational technology products and equipment with Mac OS and Mac iOS operating systems directly from Apple, Inc. because public bidding would be unavailing and offer no advantage.

BE IT FURTHER RESOLVED that the Governing Board hereby authorizes the Superintendent and the Assistant Superintendent, Business Services, or their designee, to take such action and execute such agreements and documentation necessary to effect the intent of this Resolution.

PASSED AND ADOPTED by the Governing Board of the La Mesa-Spring Valley School District of San Diego County, California this 21<sup>st</sup> day of May 2013, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA     )  
  ) SS  
COUNTY OF SAN DIEGO     )

I, Brian Marshall, Secretary to the Governing Board of the La Mesa-Spring Valley School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 21<sup>st</sup> day of May 2013.

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Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:**        **Lori Wigg**  
                                 **Assistant Superintendent, Business Services**

**ITEM NUMBER:**        **B-3 New Business**  
                                 **Authorization to Purchase 200 MacBook Pro Computers from Apple, Inc.**

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In March and August 2007, the District purchased approximately 300 replacement teacher laptops from Apple Inc. using one-time Microsoft Education Technology K-12 Voucher Program funds. During subsequent years, a variety of department and site funds were used to purchase additional teacher laptops as the remaining machines reached end-of-life.

District teachers use laptops for daily attendance, electronic grading, email communication, accessing teaching resources on the Internet, and presenting lessons through a projection device. The mobility of the laptops allow teachers access to tools anywhere and at any time – conferencing one-on-one with students, collaborating during staff and PLC meetings, participating in professional development workshops, and at home. The vast majority of our teachers are using six-year-old laptops and experiencing many problems associated with outdated operating systems, a lack of internal memory, and obsolete replacement parts.

The District is recommending replacement of 200 teacher laptops for the 2013-14 school year. The laptops will be distributed to schools based on student enrollment. Purchasing 200 laptops will allow us to repurpose older and less viable teacher laptops as additional student machines in classrooms and libraries. The total cost for the laptops with a three-year warranty is \$258,314.30.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board authorize the purchase of 200 Macbook Pro computers from Apple, Inc.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:**       Lori Wigg  
Assistant Superintendent, Business Services

**ITEM NUMBER:**       B-4 New Business  
Resolution 12-13-43, Authorizing the Execution of a Master Lease Agreement with Apple Inc.

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**ROLL CALL VOTE**

The enclosed Resolution 12-13-43 authorizes the La Mesa-Spring Valley School District (District) to enter into the “Master Lease Purchase Agreement” (Lease) with Apple, Inc. (Apple) in order to finance the acquisition of computer equipment as more specifically described in the Lease (Equipment).

Education Code Section 17450 permits a school district to lease or lease-purchase equipment or service systems, including but not limited to, all items defined as equipment in the California School Accounting Manual, with any persons, firm, corporation or public agency. The equipment falls within this definition.

The District is recommending replacement of 200 laptop computers for use in the instructional program. The total cost for the computers is \$258,314.30. The District will be able to secure financing over a five-year term at an interest rate of 1.04% with Apple Financial Services. The annual repayment amount will be \$52,737.39. Upon authorization, delivery of the equipment will be scheduled for July 2013.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the enclosed Resolution 12-13-43, authorizing the execution of a Master Lease Agreement with Apple Inc.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

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

**ITEM NUMBER:** LS-1 New Business **Action Item**  
Acceptance of Gifts – Avondale and Highlands Elementary Schools

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Avondale Elementary School PTA would like to donate \$640.00 to Avondale Elementary to be used toward bus transportation costs for study trips.

Highlands Elementary School PTA would like to donate \$979.55 to Highlands Elementary to be used toward bus transportation costs for study trips, and \$67.04 for paper and copying costs.

Fresh and Easy would like to donate \$1,359.42 to Highlands Elementary to be used for instructional supplies.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

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

**ITEM NUMBER:** LS-2 New Business **Action Item**  
**Authorization to Enter into a Memorandum of Understanding with  
Family Health Centers of San Diego, County of San Diego, Health and  
Human Services Agency, and Children's Mental Health Services**

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For more than ten years Family Health Centers of San Diego has provided mental health services to qualifying students and families of the District. These services are provided through the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funding. This is a federally mandated project requiring certain mental health services be provided to full-scope Medi-Cal eligible beneficiaries.

The attached Memorandum of Understanding describes the conditions in which all agencies will continue to support the EPSDT program.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into a Memorandum of Understanding with Family Health Centers of San Diego, County of San Diego, Health and Human Services Agency, and Children's Mental Health Services



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into and executed as of **July 1, 2013**, by and between **Family Health Centers of San Diego ("Provider")**, County of San Diego, Health and Human Services Agency, Children's Mental Health Services ("County"); and **La Mesa Spring Valley School District ("District")**, with respect to the following matters:

- A. The parties to this MOU desire to provide mental health services, including individual, collateral, family and group psychotherapy services, medication support and case management services under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Funded Mental Health Services to Medi-Cal eligible children/youth and under the Mental Health Services Act (MHSA) to eligible SED children/youth.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the delivery of EPSDT and MHSA services.
- C. This agreement shall be effective from **July 1, 2013** through **June 30, 2015**. It is the intention of the parties to renew this agreement or negotiate subsequent agreements to continue to provide EPSDT and MHSA services when the term of this contract expires.

NOW, THEREFORE, the parties agree as follows:

- 1. Program Description. The EPSDT and MHSA Services shall be provided in accordance with the following:
  - a) PROVIDER shall provide services to children/youth who meet the eligibility criteria pursuant to Federal and State law governing EPSDT and MHSA Funded Services and the Provider's Contract with County for the provision of EPSDT and MHSA Funded services.
  - b) EPSDT and MHSA Funded Services may include individual, collateral, family and group psychotherapy services, medication support and case management services, as authorized by Federal and State law and approved by the Contract County holds with the provider.
- 2. Termination. This MOU may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days prior written notice from any party. Those authorized to receive notice for the parties are set forth below:

For the County: **Director, Health and Human Services Agency**

Or designee: \_\_\_\_\_

For the Provider: **Fran Butler-Cohen, President and CEO, Family Health Centers of San Diego**

Or designee: \_\_\_\_\_

For the District: \_\_\_\_\_

Or designee: \_\_\_\_\_

3. District Responsibilities. The District's responsibilities shall include the following:

- a) Designation of consistent location within each school or other mutually agreed upon locations to be used by EPSDT and MHSA Services.
- b) Dates and times to be agreed upon by the parties including year round service location when school is not in session.
- c) Promotion of EPSDT and MHSA Funded services in the District schools and community.
- d) Assist in identification and referral of eligible students to Provider for EPSDT and MHSA funded services.
- e) Designation of staff to act as a liaison with Provider and County Liaison to assist in the implementation of EPSDT and MHSA Funded services.
- f) Facilitation and participation in cross-system training.
- g) Facilitation of family member's access to family treatment on campus when indicated.
- h) Notify the County when issues arise between the District and the Provider that cannot be resolved.

4. County Children's Mental Health Services Responsibilities. County's responsibilities shall include the following:

- a) County shall provide contract monitoring and oversight to Provider. This monitoring shall include fiscal monitoring, clinical monitoring, outcome evaluation, and quality assurance that program services adhere to the Mental Health Implementation Plan and California Code of Regulations Title IX. County shall provide billing and claiming to the State pursuant to County's contract with Provider.
- b) County shall provide technical assistance and cross-system training to Provider and District. The subject matter and times and location of technical assistance and training shall be by mutual agreement of the parties.
- c) County shall participate in discussion of potential sites, planning, selection and approval of school based sites.
- d) County shall provide oversight in service delivery, service expansion and overall regional/system of care planning.
- e) County shall designate staff to act as a liaison with Provider and District to assist with the implementation of EPSDT and MHSA Funded services.
- f) The County liaison shall facilitate problem solving of issues arising between the District and Provider.

5. Provider Responsibilities. Provider's responsibilities shall include the following:

- a) Provider shall provide EPSDT and MHSA funded services to eligible children/youth referred by the District by employing qualified staff, per state and federal regulations governing such, and as set forth in Provider's Contract with County.
- b) Submission of monthly reports to the District specifying the number of students referred for services,  
the number of students served and the types of services the students and families received, and such additional information as agreed upon by the parties.
- c) Designation of staff to keep in close communication with and meet with school site referral teams (SST) to facilitate appropriate referrals to provider and open communication between provider and school site staff.
- d) An attachment to this MOU, with periodic updates, of the names of the providers serving students on any school campus certifying that each provider has passed a criminal clearance certification through the Justice Department. (See Criminal Clearance Certification Form)
- e) Designation of staff to act as a liaison with District and County to assist in the implementation of EPSDT and MHSA Funded services.
- f) Provider shall notify the County when issues that arise between the Provider and the District.

6. Confidentiality. The parties agree that all information and records obtained in the course of providing services pursuant to this agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328.

Indemnification. Provider agrees to defend, indemnify, and save free and harmless the district, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from provider's performance or lack thereof under this agreement.

District agrees to defend, indemnify, and save free and harmless the provider, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from or alleged to have arisen from district's performance or lack thereof, under this agreement.

The parties entering into this MOU furthermore agree that the district shall not assume any financial liability for any of the services rendered by provider under terms of this agreement regardless of whether or not those services are reimbursed by county.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

Provider: **Family Health Centers of San Diego**

Name: **Fran Cohen-Butler** Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: President and **CEO, Family Health Centers of San Diego**

District: **La Mesa Spring Valley School District**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

County: **San Diego**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

County: **San Diego**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

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

**ITEM NUMBER:** LS-3 New Business

**Action Item**

**Authorization to Enter an Agreement with San Diego Youth Services to  
Implement the Prevention/Early Intervention Grant Award**

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In March, 2010, the District, in collaboration with San Diego Youth Services, was awarded a Prevention and Early Intervention (PEI) grant under Proposition 69, providing support for students and their families at La Mesa Dale and Avondale Elementary Schools, and this year expanding services to Bancroft Elementary School.

This grant provides School-Based Services including: 1) School-wide Positive Behavior Supports (PBS), 2) a research-based universal prevention strategy targeting primarily children in grades kindergarten through grade 3, and 3) screening and early intervention for at-risk children at the elementary schools. The purpose of this part of the grant is to build pro-social behaviors in all students at the targeted schools and to provide early intervention to those students exhibiting adjustment or behavioral concerns interfering with academic achievement.

Additionally, Incredible Years Parenting Program would be offered for all interested parents in the school community. Incredible Years is an evidenced-based program to promote positive parenting and to better prepare children for school readiness and success.

A school social worker will support students and families at the targeted schools providing early intervention at the school site. Community Outreach Specialists will focus the school community on wellness and building resiliency in children. They will also support families in accessing behavioral health prevention and intervention processes.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the attached consultant agreement with San Diego Youth Services to continue implementation of the Prevention and Early Intervention Grant.

## **SAN DIEGO YOUTH SERVICES CONSULTANT AGREEMENT**

This Consultant Agreement (“**Agreement**”) is made effective as of **July 1, 2013** (“**Effective Date**”) by and between **San Diego Youth Services (“SDYS”)** and **La Mesa Spring Valley School District (LMSVSD)**.

A. WHEREAS, SDYS is a nonprofit public benefit corporation formed and operated for charitable purposes, including but not limited to stabilizing the lives of runaway, abused and at risk youth in San Diego County, through various programs and services run by SDYS.

B. WHEREAS, Consultant is a school district that serves La Mesa and Spring Valley areas providing education for grades preschool through 8<sup>th</sup> grade.

C. WHEREAS, Subject to the terms of this Agreement, SDYS desires to engage the services of Consultant, and Consultant desires to be engaged by SDYS, to assist SDYS as and when requested by SDYS in providing collaboration of implementation of Building Effective Schools Together (BEST) model and Incredible Years (IY) curriculum in three elementary schools within the district. It is mutually agreed that the services will occur within the specified timelines to ensure immediacy of response, and that services will occur at La Mesa Dale Elementary (4370 Parks Ave. La Mesa, CA 91941), Avondale Elementary (2655 Casey St, San Diego, CA 92139), Bancroft Elementary (8805 Tyler St, Spring Valley, CA 91977) and SDYS East County Community Center (3845 Spring Drive, Spring Valley, CA 91977).

NOW, THEREFORE, the parties agree as follows:

**Engagement:** SDYS hereby engages Consultant and Consultant accepts such engagement, for the following purpose(s):

**Services:** The institutions shall work together to ensure the delivery of quality services delivered to the youth and families within the above listed schools. The goal is to enhance the school environment through the BEST model, provide social-emotional education with the classroom and through after school groups as well as parenting classes through IY curriculum.

**SDYS will:**

- Provide training and support to school personnel on the BEST model and IY model.
- Provide in-classroom lessons, small groups, and parenting classes for the families and children at the three elementary schools.
- Provide activities for the families of the children at the three elementary schools.
- Provide consistent and on-going communication with key school personnel regarding services.
- Coordinate with school and other program contractors to provide evaluation and outcomes of services provided.
- Participate in school functions to promote awareness of program services.

**Consultant will provide:**

- Consultant shall meet the following Process Objectives (Outputs and Activities)
  - Partner in the provision of School-Based Services at Avondale, Bancroft and La Mesa Dale Elementary schools which includes: a) Positive Behavioral Intervention and Support (PBIS) implemented through the BEST model or another evidence-based practice that achieves similar outcomes; b) An Evidence Based Universal Prevention Strategy that focusing on prevention that primarily targets preschool through third grade children but may also include all children in the elementary school; and c) Screening and Early Intervention for at-risk children at the three elementary schools.
  - Coordinate with program staff to provide space and access at the three elementary school locations throughout the fiscal year to provide services to children, families and communities.
  - Employ a School Social Worker to work in the program, and/or maintain the School Social Worker’s employment to work at La Mesa Dale and Avondale Elementary Schools.
  - Work with Duerr Evaluation in the ongoing data tracking needs for evaluation purposes of the grant.

- Provide opportunities for the School personnel to be trained in the BEST model, Incredible Years model, and give access to program staff for the implementation.
  - Partner in the provision of Family Partnership that focuses on wellness and resiliency activities for the families of the children at the schools through the Promotoras and other program staff.
  - Cooperate with SDYS to gather and share data, including (but not limited to) attendance, demographic data, District identification numbers, and referrals to the principals.
  - Support the efforts of the Promotoras in the delivery of culturally appropriate family-based outreach and a range of behavioral health prevention activities based on a Promotora model to low income, ethnic minority families.
  - Support Marketing and Outreach of the program's services.
- Consultant will strive to meet the following project outcomes
    - Improve school climate
    - Increase pro-social behaviors
    - Increase positive social-emotional skills
    - Reduce office disciplinary referrals
    - Increase academic achievement
    - Increase collaboration with families

Reporting: In performing services hereunder, Consultant shall report to:

Name: Bethany Hansell, MFT  
 Title: Program Manager  
 Telephone: (619) 258-6877 x3211  
 San Diego Youth Services  
 3255 Wing Street  
 San Diego, CA 92110

Conflicts of Interest: During the term of this Agreement, Consultant will avoid any conflict of interest relative to the services provided hereunder. A conflict of interest may occur when Consultant's loyalties are divided (i) between the interests of SDYS and Consultant's own personal interests, or (ii) between the interests of SDYS and the interests of another entity or individual in competition with SDYS.

Compliance with the Law: Consultant agrees to perform the services stated under this Agreement in accordance with all applicable federal, state and local laws.

Nature of Services: The parties agree that Consultant's services are advisory in nature and that SDYS is free to accept or reject any recommendation by Consultant. The parties acknowledge and agree that SDYS exercises control and approval over the content and frequency of the above mentioned activities in the Services.

Compliance with Fundraising Counsel Role Defined by Attorney General: Consultant will not at any time solicit funds, assets, or property for charitable purposes, receive or control funds, assets, or property solicited for charitable purposes, or employ, procure, or engage any compensated person to solicit, receive, or control funds, assets, or property for charitable purposes.

Background Verification: Consultant shall participate in the appropriate level of background clearance with SDYS or approved entity of SDYS which will include: fingerprinting with DOJ, FBI and Child Abuse Index, TB screening, and Substance Abuse Screening prior to beginning services.

**Compensation:** For the services provided by Consultant at the request of SDYS hereunder, SDYS shall pay Consultant at maximum \$100,000.00 for the subcontracted year. Consultant agrees to document all applicable services. Consultant will submit invoices for approval to SDYS by the fifth day of the month following each month in which services are provided hereunder. SDYS shall promptly notify Consultant if there are any problems with an invoice. Invoices will be

paid within 45 days after approval by SDYS. It is understood and agreed that Consultant's invoiced fees will represent the total amount due Consultant for the performance of services hereunder. Invoices are to be delivered to:

San Diego Youth Services

3255 Wing Street

San Diego, CA 92110

Attention: The name of the appointed SDYS lead on the applicable grant

**Consultant Not an Employee:** The parties acknowledge and agree that Consultant is not an employee of SDYS and that Consultant is, and at all times shall act as, an Independent Contractor with respect to the performance of Consultant's duties under this Agreement.

Consultant retains the sole and absolute discretion, control and judgment in the manner and means of carrying out the services, subject to Section 0 above.

Consultant understands and agrees that s/he shall not be entitled to the following rights and privileges established for SDYS employees, including, but not limited to the following: retirement benefits, medical insurance coverage, life insurance coverage, disability insurance coverage, unemployment insurance coverage, severance pay benefits, paid vacation and sick pay, overtime pay, or any other benefits.

Consultant understands and agrees that SDYS will not pay or withhold from the compensation paid to Consultant pursuant to this Agreement any sums customarily paid or withheld for or on behalf of employees for income tax, unemployment insurance, Social Security, Workers' Compensation or any other withholding tax, insurance or payment pursuant to any law or governmental requirement, and all such payments as may be required by law are the sole responsibility of Consultant. Consultant agrees to hold SDYS harmless against and indemnify SDYS for any of such payments in the event SDYS is deemed liable for such payments.

Consultant agrees to report all compensation paid hereunder as income on his/her state and federal income tax returns. In addition, Consultant agrees and acknowledges that SDYS may file reports with appropriate state and federal taxing agencies regarding the fees paid to Consultant pursuant to this Agreement.

This Agreement shall not be construed as an employment contract, partnership agreement or joint venture.

Consultant shall have no authority to create, alter or amend any agreements or make any representations or to incur any duties or liabilities on behalf of SDYS.

**Works for Hire/Copyright/Trademark/Patent.** Consultant understands and agrees that all work product and matters developed or produced in connection with the performance of services pursuant to this Agreement, by Consultant alone or in conjunction with others, shall be works for hire and are and shall become the sole property of SDYS, and Consultant shall retain no ownership, interest or rights therein. Such work product and matters cannot be used without SDYS's express written permission. SDYS shall have all rights, title and interest in said work product and matters, including the right to secure and maintain the copyright, trademark and/or patent of said work product and matters in the name of SDYS. Consultant consents to SDYS's use of Consultant's name in conjunction with the sale, use, performance, publication, dissemination and distribution of the work product and matters, for any purpose and in any medium.

**Satisfaction:** Consultant shall perform all of the services under this Agreement to the reasonable satisfaction of SDYS. When applicable, Consultant also agrees to comply with the San Diego Youth Services Programs Policy and Procedure Manual, a copy of which has been provided to



Consultant, and to comply with all applicable licensing and accreditation standards for her/his profession. Consultant will notify SDYS of any disciplinary action taken against her/his license or intern registration number (as applicable), including revocation or suspension, even if stayed, probation terms, inactive license or intern registration status, or lapse in licensure, that affects her/his ability or right to provide services. This is a material term of this Agreement. **If applicable, Consultant shall attach an active copy of her/his license, W-9 form, and Certificate of Insurance to this Agreement.**

**Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Consultant certifies that it, its principals, its employees and its Consultants:**

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

**Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit Consultants or Subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors (See County Contract Pro-forma 8.12.4).**

**Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:**

- a. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- b. Profit-making firms or businesses in which employees described in pro-forma 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- c. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- d. Profit-making firms or businesses, in which the former employees described in sub-section above, serve as officers, principals, partners, or major shareholders (See County Contract Pro-forma 8.12.4 Pro-forma 9.3).

**Audit And Inspection.** Subcontractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives and SDYS shall have the right to monitor, assess, or evaluate Subcontractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

- a. At any time during normal business hours and as often as SDYS and/ or County may deem necessary, Subcontractor shall make available to SDYS, County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit SDYS, County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.
- b. If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, SDYS and County shall have the right to require the Subcontractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, SDYS and County shall have the right to (1) require subcontractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event subcontractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, SDYS and County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to subcontractor any cost occasioned to SDYS and County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.
- c. Cost or Pricing Data. If the subcontractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent and agents of SDYS shall have the right to examine all books, records, documents and other data of the subcontractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- d. Availability. The materials described above shall be made available at the office of the Consultant, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section (i) and (ii), below:
  - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

- ii. Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

**Subcontract.** The Consultant shall insert a clause containing all the provisions of the San Diego County Statement of Work Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Subcontracting parties and the Contracting officer under the County's prime Agreement.

**Terms and Termination of Agreement:** The term of this Agreement shall begin on the Effective Date and shall expire on **June 30, 2014**, unless renewed or extended by mutual agreement, or earlier cancelled or terminated as provided herein.

**Cancellation:** SDYS may cancel this Agreement without cost, penalty, or liability for a period of 10 days following the date on which this Agreement is executed. Notice of such cancellation must be sent to Consultant in writing and shall be by certified mail, return receipt requested. Such notice of cancellation shall be deemed effective upon the expiration of 5 calendar days from the date of mailing.

**Termination Without Cause:** Following the initial 10-day cancellation period, either SDYS or Consultant may terminate this Agreement "without cause" upon 30 days' prior written notice to the other party. Any such notice of termination by either party must be sent to the other party in writing and shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of 5 calendar days from the date of mailing.

**Termination With Cause:** This Agreement may be terminated immediately by either party "for cause" as provided herein. Notice of termination may be given either in person, via email, facsimile, or certified mail, return receipt requested, and shall be effective upon receipt if given in person, or upon transmission or placing in the mail if given by email, facsimile or certified mail. For this purpose, "for cause" shall be defined as follows:

An uncured material breach of this Agreement. In the event of a perceived material breach of this Agreement, the non-breaching party shall notify the other party of the alleged breach, in writing, within 3 business days of the alleged breach. The notice shall describe the alleged breach and the proposed actions that are requested to correct the alleged breach. The alleged breaching party shall have 7 business days in which to cure the alleged breach, unless the parties agree to a longer period. If the alleged breach is not cured to the satisfaction of the non-breaching party within that time, then the non-breaching party may immediately terminate this Agreement;

Any misappropriation of funds or property of SDYS by Consultant;

Consultant's conviction of a felony;

Failure of Consultant to perform the services and responsibilities hereunder in a prompt, professional, courteous and proficient manner, as determined in the sole discretion of SDYS;

Consultant's drunkenness, disorderly conduct, possession or use of illegal drugs, sexual harassment or other unlawful conduct while performing services pursuant to this Agreement, as determined in the sole discretion of SDYS.

**Duties Upon Termination:** In the event this Agreement is terminated with cause, Consultant agrees to immediately cease all work on behalf of SDYS and deliver any work product and

materials as described in Section 0 to SDYS within 24 hours of termination. If this Agreement is terminated without cause, Consultant shall continue to perform services for SDYS for the 30-day notice period, unless the parties agree otherwise, and SDYS will compensate Consultant for such services up to the effective date of termination. SDYS shall promptly pay Consultant all approved fees and expenses incurred by Consultant to the effective date of termination.

Return of Materials at Termination: Upon termination of Consultant's engagement, Consultant agrees to promptly deliver to SDYS all work product, materials, equipment, information, documents, data and other property that belongs to SDYS or contains or pertains to its proprietary information. Consultant agrees that s/he will not take any equipment, materials, information, documents, data or other property, or any reproduction, copy or excerpt of the same, which belongs to SDYS or contains or pertains to any of its proprietary information.

Confidentiality: Consultant acknowledges that s/he may acquire information from a variety of sources concerning or belonging to SDYS during his/her engagement that is confidential. Such confidential information includes but is not limited to all proprietary information regarding SDYS, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, programs, services, marketing strategies, financial condition, personnel, clients, service partners and donors, which has not been disclosed to the public by a duly authorized representative of SDYS. Consultant agrees to maintain the confidentiality of this information. Consultant also agrees that s/he will not directly or indirectly use or disclose any such information during or after Consultant's engagement by SDYS to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of SDYS to receive such information.

The terms and conditions of the attached Business Associate Contract (**Attachment A**) are hereby incorporated by reference, and Consultant agrees to abide by the terms and conditions thereof as if set forth in full herein. The terms of the Business Associate Contract generally provide that Consultant, as a Business Associate of SDYS (as defined by HIPAA regulations), shall not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law. Consultant shall at all times comply with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations.

Professional Liability Insurance and Licensure: Consultant must, at all times, maintain and remain insurable for Professional Liability Insurance coverage at standard rates and at the level which is standard in Consultant's profession and acceptable to SDYS. This obligation on the part of Consultant includes, but is not limited to, maintaining in good standing any license or certification required by the State of California for his/her profession, complying with the standards of the profession and area of specialty, and cooperating with SDYS to provide information and complete paperwork in connection with any insurance application or claim.

**When applicable, Consultant shall provide SDYS proof of her/his individual Professional Liability Insurance at the time this Agreement is executed and as may be reasonably requested by SDYS from time to time. Additionally, Consultant shall attach an active copy of her/his license, W-9 form, and Certificate of Insurance to this Agreement.**

Consultant Indemnification: Consultant shall be liable for, and agrees to pay, any and all debts, claims, demands, liabilities, expenses, losses, injuries, damages and reasonable attorneys' fees which Consultant incurs in rendering the services under this Agreement to the extent they are not covered by Consultant's individual Professional Liability Insurance policy referenced in Section 0. Further, Consultant shall indemnify and hold SDYS harmless from and against any and all debts, claims, demands, liabilities, expenses, losses, injuries, damages or injury to or death of persons, including but not limited to, Consultant's employees, if any, and clients, service partners, donors and employees of SDYS, which directly result from Consultant rendering services hereunder to the extent not covered by Consultant's individual Professional Liability Insurance policy referenced in Section 0. This duty to indemnify does not apply to debts, claims, demands, liabilities, expenses, losses, injuries, damages or injury to or death of persons where SDYS has a legal duty toward such persons and negligently or intentionally breaches it.

**Consultant 's Unique Services:** The parties acknowledge that the services to be performed by Consultant for SDYS are unique and personal. In view of the personal nature of Consultant's services, none of the services to be rendered by Consultant may be subcontracted or sublet by Consultant.

**Arbitration of Fee Disputes:** Any claim or dispute arising out of or relating to the fees due under this Agreement, including the amount of fees and payment of fees, shall be settled by final and binding arbitration in San Diego, California, conducted before a single arbitrator in accordance with the Commercial Rules of Arbitration of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. The prevailing party shall be entitled to recover from the other party reasonable expenses, including reasonable attorneys' fees and costs, as determined by the arbitrator.

**Governing Law:** This Agreement shall be interpreted, construed, governed and enforced according to the laws of the State of California.

**Notices:** All notices which either party may be required to deliver to the other party in connection with this Agreement shall be addressed as follows, or to such other address as a party may designate:

To SDYS: San Diego Youth Services  
ATTN: Walter Philips, CEO  
3255 Wing Street  
San Diego, CA 92110  
Facsimile: (619) 221-8111

To Consultant: La Mesa Spring Valley School District  
ATTN: Brian Marshall, Superintendent  
LIST 4750 Date Avenue, La Mesa CA 91942  
Facsimile: 619-668-8398

**Amendments & Waivers:** No amendment modification of the terms or conditions of this Agreement shall be valid unless mutually agreed to in writing and signed by both parties hereto. Negotiations to modify this Agreement may be opened by either party by providing a written request to the other party. A waiver of any breach or default of any provision of this Agreement shall not be construed as, or constitute, a continuing waiver or a waiver of any other breach or default of any provision of this Agreement.

**Successors and Assigns; Assignment:** Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This agreement may not be assigned by either party without the express written consent of the other.

**Severable Provisions:** The provisions of this Agreement are severable, and if any one or more provisions may be determined by a court of competent jurisdiction to be unenforceable, in whole or in part, all of the remaining provisions shall nevertheless be binding and enforceable.

**Entire Agreement:** This Agreement constitutes the entire Agreement between the parties with respect to the engagement of Consultant. This Agreement supersedes all prior agreements, understandings, negotiations and representation, whether oral or written, express or implied, with respect to the engagement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

**Survival:** The indemnification provisions set forth in this Agreement, and all other provisions hereof which by their terms must necessarily be performed after the expiration or termination of this Agreement, shall survive such termination or expiration.

[signature page follows]

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFOR, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: \_\_\_\_\_

**CONSULTANT:**

La Mesa Spring Valley School District  
FEIN/SSN:

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

Dated: \_\_\_\_\_

**SDYS:**

SAN DIEGO YOUTH SERVICES  
FEIN: 95-2648050  
Charitable Trust (CT) Registration Number: 013424

By: \_\_\_\_\_  
Walter Philips, Executive Director/CEO

By: \_\_\_\_\_  
Angie Tran, CFO

## **Attachment A**

### **Business Associate Contract**

Covered Entity: SDYS

Funding Source: County of San Diego-Health and Human Services Agency-Behavioral Services

Business Associate: Consultant

The terms and conditions of this Business Associate Contract are an integral part of that certain Consultant Agreement (the “Agreement”) between SDYS and Consultant. The purpose of this Business Associate Contract is to ensure that Consultant is in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations (“45 CFR”). All references below to “Section” are to Part/Section numbers of 45 CFR.

#### **Definition of Terms**

*Covered Entity.* “Covered Entity” shall mean SDYS designated as the full agency subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 CFR Part 160 and Part 164, Subparts A and E, and those components of SDYS designated as Business Associates of other entities subject to the such Standards for Privacy of Individually Identifiable Health Information.

*Designated Record Set.* “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

*Individual.* “Individual” shall have the same meaning as the term “individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

*Privacy Rule.* “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

*Protected Health Information.* “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*Required By Law.* “Required by Law” shall have the same meaning as the term “required by law” in Section 164.103.

*Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

#### **Obligations & Activities of Business Associate**

Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirement of this Agreement.

Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement.

Business Associate agrees to ensure that any agent, including a Consultant, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through the Agreement to Business Associate with respect to such information.

Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with the terms of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

### **Permitted Uses and Disclosures by Business Associate**

#### **General Use and Disclosure Provisions:**

Except as otherwise limited in the Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

#### **Specific Use and Disclosure Provisions:**

Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.



Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which they are aware the confidentiality of the information has been breached.

Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

### **Obligations of Covered Entity**

Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice. These privacy practices are available on SDYS's web site at [www.SDYS.org](http://www.SDYS.org).

Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

### **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

### **Return of Information**

Upon cancellation, termination or expiration of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Consultants or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the same confidentiality protections to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

### **Miscellaneous**

*Regulatory References.* A reference to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

*Amendment.* The parties agree to take such action as is necessary to amend this Attachment A from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

*Survival.* The respective rights and obligations of Covered Entity and Business Associate under this Attachment A shall survive the termination of the Agreement.

*Interpretation.* Any ambiguity in this Attachment A shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

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

**ITEM NUMBER:** LS-4 New Business **Action Item**  
**Authorization to Enter into a Memorandum of Understanding with San  
Diego Youth Services and Healthy Start**

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San Diego Youth Services provides various support services to District students and their families. As a participating member of the La Mesa-Spring Valley Healthy Start program, San Diego Youth Services provide direct case management and diversion case management services. These case managers work with families in the home to identify needs and strengths and provide supports and assistance to families to create supportive and safe home environments. They also provide activities to children and parents to build resiliency and strong, healthy relationships. These services are at no cost to the District.

The attached Memorandum of Understanding outlines the activities of San Diego Youth Services and includes assessment; identifying family strengths and providing support for child and adolescent development; feedback on family dynamics; networking opportunities with youth and families; activities to reinforce family unity and resiliency; and access to services reinforcing individual and family strengths.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into a Memorandum of Understanding with San Diego Youth Services and Healthy Start.



**Memorandum of Understanding  
Between  
San Diego Youth Services  
And  
Healthy Start**

This is a Memorandum of Understanding between San Diego Youth Services (SDYS) and **Healthy Start**. While this is not a legally binding document, this Memorandum does indicate a voluntary agreement to implement the following service delivery plan for the Diversion and Community Assessment Team designed by the aforementioned party and other participating collaborators.

- I. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SDYS and the **Healthy Start** for the purpose of implementing coordinated services in the proposed program. The goal of this program is: “To help At Risk youth.”
- II. **Term:** This Memorandum of Understanding shall begin on July 1, 2013 and will extend through June 30, 2014. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.
- III. **Description of Participation:**
  - A. **Healthy Start** agrees, per this memorandum, to provide the following:
    1. Designate an individual as a point of contact for the program.
    2. Provide the names and contact information for all youth and their families for which services are to be provided.
    3. Communicate immediately if problems/concerns arise with students or program implementation.
    4. Provide coordinated input in the development of new programs, services and funding to insure that growth and expansion of services to children and their families fits into the ongoing aims of the collaboration.
    5. Support prevention strategies of SDYS, community collaborators, and through cross-agency activities of the Collaborative.
    6. Participation in community awareness, mandated reporting, and documentation activities of the Collaborative.
    7. Provide meeting and program space as available and appropriate.
  - B. San Diego Youth Services agrees, per this memorandum provide the following:
    1. Provide oversight, facilitation and coordination of the program design, implementation, service delivery, information management, and reporting to ensure that a high caliber of services is maintained.

2. Designate an individual as a point of contact for the program.
3. Provide CAT and/or Diversion case management services for a minimum of one hour, each week which may include services and intervention(s) like:
  - Conduct accurate psycho/social history taking and assessment.
  - Assessment for safety issues.
  - Obtain multiple perspectives (youth, parents, school, police, counselor, etc.)
  - Find out what the family believes it needs.
  - Understand and acknowledge individual and family strengths.
  - Give information on child and adolescent development.
  - Give objective feedback on family dynamics.
  - Offer training in a strengths-based problem-solving approach.
  - Assist families as they take action (specifically completing the Diversion Contract)
  - Provide encouragement and moral support.
  - Provide activities and things that reinforce family unity and resilience.
  - Network youth and families with others for mutual support.
  - Provide activities and access to services that reinforce individual and family strengths.
  - Provide follow-up information to the family and community stakeholders (Law enforcement)
4. Continue efforts to identify additional youth needs and provide additional information to enhance the program's service effectiveness and promote better outcomes for youth.
5. Provide an updated status report upon request.

IV. **Confidentiality:** The collaborative partner acknowledges that their staff may acquire information from a variety of sources concerning or belonging to SDYS during the term of this Memorandum that is confidential. Such confidential information includes but is not limited to all proprietary information on SDYS, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of SDYS. The collaborative partner agrees to maintain the confidentiality of this information. The collaborative partner also agrees that s/he will not directly or indirectly use or disclose any such information during or after the term of this Memorandum by SDYS to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of SDYS to receive such information.

For the purposes of this Memorandum of Understanding, the signature by the collaborative partner on this document and the attached Business Associate Contract (**Attachment A**) ensures that the collaborative partner shall be in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations. The collaborative partner to SDYS, a Business Associate of SDYS as defined by HIPAA regulations, shall not use or further disclose protected health information other than as permitted or required by the contract or as required by law.

V. **Indemnification:** SDYS hereby indemnifies, defends, and holds harmless Healthy Start its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses,

damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of SDYS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

Healthy Start hereby indemnifies, defends, and holds harmless SDYS, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the Healthy Start, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

SDYS shall have no obligation to indemnify, defend, or hold harmless Healthy Start its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the Healthy Start sole negligence or willful misconduct; and the Healthy Start shall have no obligation to indemnify, defend, or hold harmless SDYS, its Board, officers, employees, agents, independent contractors, consultants and other representatives for SDYS's sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract of final payment hereunder, and is in addition to any other rights or remedies that SDYS or Healthy Start may have under the law or this contract.

- VI. **Insurance:** San Diego Youth Services shall maintain Public Liability and Property Damage Insurance to protect them and Healthy Start from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability occurrence	\$1,000,000 per
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Auto Liability for owned and non-owned vehicles occurrence	\$1,000,000 per
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Umbrella Liability	\$4,000,000 per occurrence
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Workers Compensation will be in conformance with the laws of State of California and applicable federal laws. The District shall file, with the Agency, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the Healthy Start as an additional insured.

- VII. **Value of Services:** No Money is transferred. The value of staff time provided by San Diego Youth Services is approximately \$ 9,500.

VIII. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days written notice.

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**Brian Marshall**  
**Superintendent**  
**La Mesa Spring Valley School District**  
**Healthy Start**

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**Date**

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**Walter Philips**  
**Executive Director**  
**San Diego Youth Services**

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**Date**

## Business Associate Contract

### Between

### Healthy Start and San Diego Youth Services, Inc.

### Attachment A

The purpose of this Business Associate Contract is to ensure that **Healthy Start** is in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations.

A Business Associate Contract is required as a part of the County of San Diego *Health and Human services funded "Diversion" program, Juvenile Probation Services funded "CAT" program*, agreement between San Diego Youth Services, Inc. and **Healthy Start** Subcontractors and Consultants of Business Associates are subject to the same restrictions as the Business Associates under the Covered Entities' Business Associate Contract.

For purposes of this agreement, the "Business Associate" shall be the Consultant **Healthy Start**

As the contractor to the County of San Diego *Health and Human Services funded "Diversion" program, Juvenile Probation services funded "CAT" program*, San Diego Youth Services is the "Covered Entity".

#### I. Definition of Terms

1. *Covered Entity.* "Covered entity" shall mean that San Diego Youth Services designated as the full agency subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E, and those components of San Diego Youth Services designated as Business Associates of other entities subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
2. *Designated Record Set.* "Designated record set" shall have the same meaning as the term "designated record set" in 45 Code of Federal Regulations Section 164.501.
3. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 Code of Federal Regulations Section 164.502(g).
4. *Privacy Rule.* "Privacy rule" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
5. *Protected Health Information.* "Protected health information" shall have the same meaning as the term "protected health information" in Section 164.501 of 45 Code of Federal Regulations, Part 160 and Part 164 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.



6. *Required By Law.* “Required by law” shall have the same meaning as the term “required by law” in 45 Code of Federal Regulations Section 164.501.
7. *Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

## II. Obligations & Activities of Business Associates

1. Business Associate agrees to not use or further disclose protected health information other than as permitted or required by the contract or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for by the contract.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirement of the contract.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the protected health information not provided for by the contract.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through the contract to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to protected health information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 Code of Federal Regulations Section 164.524.
7. Business Associate agrees to make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the privacy rule.
9. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 Code of Federal Regulations Section 164.528.

10. Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Exhibit A of the contract, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 Code of Federal Regulations Section 164.528.

### III. Permitted Uses and Disclosures by Business Associate

Business Associate shall provide access to direct services for “at risk” youth under subcontract with Covered Entity under contract with the County of San Diego *Health and Human Services funded “Diversion” program, Juvenile Probation services funded “CAT” program.*

Except as otherwise limited in this contract, Business Associate may use or disclose protected health information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of protected health information would not violate the privacy rule if done by Covered Entity.

Except as otherwise limited in the contract, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Statement of Work of the contract, provided that such use or disclosure would not violate the privacy rule if done by Covered Entity.

1. Except as otherwise limited in the contract, Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
2. Except as otherwise limited in the contract, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which they are aware the confidentiality of the information has been breached.
3. Except as otherwise limited in the contract, Business Associate may use protected health information to provide data aggregation services to Covered Entity as permitted by 45 Code of Federal Regulations 164.504(e)(2)(i)(B).

### IV. Obligations of Covered Entity

1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice. These privacy practices are available on our web site at [www.SDYS.org](http://www.SDYS.org).
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose protected health information, if such changes affect Business Associate’s permitted or required uses and disclosures.

3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with Section 164.522.

#### V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by Covered Entity.

#### VI. Term and Termination

1. *Term.* The term of this Article 14 shall begin on April 13, 2003, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with termination provisions in this Section.
2. *Termination for Cause for Breach of Terms of Article 14.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the contract if Business Associate has breached a material term of the contract and cure is not possible.
3. *Effect of Termination.*
  1. Except as provided in paragraph 14.6.3.2 of this Article 14, upon termination of the contract, for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
  2. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Article 14 to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

#### VII. Miscellaneous

1. *Regulatory References.* A reference in this Article 14 to a section in the privacy rule means the section as in effect or as amended, and for which compliance is required.
2. *Amendment.* The parties agree to take such action as is necessary to amend this Article 14 from time to time as is necessary for Covered Entity to comply with the requirements of the privacy rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
3. *Survival.* The respective rights and obligations of County and Business Associate under Section 14.6.3 of this Article 14 shall survive the termination of the contract.
4. *Interpretation.* Any ambiguity in this Article 14 shall be resolved in favor of a meaning that permits Covered Entity to comply with the privacy rule.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

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

**ITEM NUMBER:** LS-5 New Business **Action Item**  
**Authorization to Enter into Agreements with San Diego County Office of  
Education to Participate in Science Outreach Programs and Marine  
Science Floating Lab**

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The San Diego County Office of Education (SDCOE) has provided the attached agreement with fee schedule for participation in Science Outreach Programs which include the Green Machine, Splash Science Mobile Lab and Salk Institute Mobile Genetics Lab. Also attached is the agreement for the Marine Science Floating Lab offering hands-on science instruction on the San Diego Bay.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into agreements with SDCOE to participate in Science Outreach programs and the Marine Science Floating Lab for the 2013-14 school year.

**San Diego County Office of Education**

**SCIENCE OUTREACH PROGRAM  
FIELD TRIP AGREEMENT – 2013-2014**

THIS AGREEMENT, made this July 1, 2013 and which will terminate on June 30, 2014, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and La Mesa-Spring Valley School District hereinafter called the "District/School/Organization", mutually agree as follows:

**1. Basis of Agreement**

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization).

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

**2. Scope of Agreement**

**A. General**

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2013-2014:

- 1) **Green Machine**  
\$400.00 per trip, serving up to four 1-hour classes of up to 30 students each  
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.
- 2) **Splash Science Mobile Lab**  
\$600.00 per trip, serving up to four 1-hour classes of up to 36 students each  
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/stormdrain, GIS examination of local watersheds, water conservation, San Diego estuary, and microscope.

**B. County agrees to provide:**

- 1) Instructional materials
- 3) Curriculum and instruction
- 4) Scheduling of District/School/Organization participation
- 5) Invoice the District/School/Organization for field trip.

**C. District/School/Organization agrees to:**

- 1) Schedule participation in the program of choice with the County by phone and confirm by email.
- 2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO or simple email).

- 3) Provide a minimum of number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Splash Science Mobile Lab requires two participating adults.
  - a. If the school cannot provide the required participating adults, they must inform County a minimum of two days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$100 per participant provided by County.
- 4) Provide written notification to County of field trip cancellation a minimum of ten (10) working days in advance of the scheduled trip. Cancellation with less than ten working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.
- 5) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.
- 6) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

**3. Authorization to Copy Materials**

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

**4. Confidentiality of Service or Work**

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

**5. Independent Contractor**

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

**6. Hold Harmless**

The District/School/Organization agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to person, including death therefrom, or damage to property sustained by the District/School/Organization or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
- B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School/Organization, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School/Organization at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be

rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**

Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

8. **Compliance With Laws**

The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. **Compensation/Costs and Payment Schedule**

The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice or at least 10 days in advance of the field trip, whichever is sooner.

10. **Termination**

It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.

11. **Audit**

The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

12. **Safety**

District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.

13. **Governing Law/Venue San Diego**

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

14. **Final Approval**

This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Director of Outdoor Education.

15. **Contract Participants**

If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. **County Contact Person**

San Diego County Office of Education  
Tina Chin, Senior Director Outdoor Education  
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399  
(858) 292-3695 Fax (858) 571-7206

17. **Entire Agreement**

This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions



hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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

**La Mesa-Spring Valley School District**

By \_\_\_\_\_

Title \_\_\_\_\_

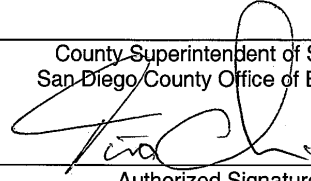
Date \_\_\_\_\_

Authorized or ratified by the

Board of Education

on \_\_\_\_\_

County Superintendent of Schools  
San Diego County Office of Education



Authorized Signature

Senior Director of Outdoor Education

Title

May 2, 2013

Date

Authorized by the San Diego County Board

Education on March 13, 2013

**Please return only one copy of this page**

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or handicap.

**SAN DIEGO COUNTY OFFICE OF EDUCATION  
OUTDOOR EDUCATION PROGRAM  
FEES & CHARGES 2013-2014**

Program Name	Unit Base for Charge	Notes	Adopted 2013-2014
<b>Outdoor School Program</b>			
5 - Day Program	Per Student	(8)	\$290.00
4 - Day Program	Per Student	(3) (8)	\$246.00
Classroom Teachers - Food Svc Ops	Per Teacher/Per Day		\$10.00
SDUSD - OCILE @ Palomar	Per Student/Week		NA
Insurance	Per Student/Per Day	(1)	\$0.28
SDCOE Outdoor School T-Shirt	Per Student	(10)	NA
<b>Outreach Programs</b>			
Marine Science Floating Lab	Per Trip		\$660.00
Splash Science Mobile Lab	Per Day	(9)	\$600.00
Green Machine Mobile Classroom	Per Day	(9)	\$400.00
<b>All Programs</b>			
Visitor Meal - Food Service Operations	Per Meal - Minimum 3 meals		\$8.00
<b>Site Rental Program</b>			
One Overnight with 3 meals	Per Guest	(4), (5)	\$71.00
Two Overnights with 4 meals	Per Guest		\$114.00
Three Overnights with 10 meals	Per Guest		\$191.00
Four Overnights with 13 meals	Per Guest		\$224.00
Overnights without meals	Per Guest/Per Night	(10)	\$50.00
Kitchen access for self-prep meals	Per Scheduled Meal	(10)	\$175.00
Plus State Park Fee (Cuyamaca and Palomar only)	Per Guest/Per Night	(2)	\$2.00
<b>Additional Services/Facilities</b>			
Overnights (after 4 nights)	Per Guest/Per Night	(4)	\$34.00
Meal/Food Service Operations	Per Meal/Per Person		NA
Camper Insurance	Per Guest/Per Day	(1)	\$0.28
Day Use Fee - Outside Only	Per 4 hours, during regular work day		\$400.00
<b>Facilities:</b>			
Individual Bedroom	Per Night or part thereof	(4)	\$25.00
Assembly Hall	Per Day or part thereof		\$35.00
Craft Shop, Infirmary, Lodge, or Staff Lounge	Per Day or part thereof		\$45.00
Dining Room	Per Day or part thereof (for day use group)		\$325.00
<b>Auxiliary SDCOE Staff:</b>			
Summer Program Staff	Per Guest Per Day	(4)	NA
Instructional Staff or Summer Program Staff	Per 8-hour Day/Per Staff Member or part thereof	(4) (6)	\$360.00
Lifeguard	Per 8-hour Day/Per Staff Member or part thereof	(4) (6)	\$360.00
Nurse	Per 8-hour Day/Per Staff Member or part thereof	(4) (6)	\$400.00

**Notes:**

- Insurance rates are set by an insurance company and are subject to change.
- State Park Fees are set by State Parks & Recreation and are subject to change.
- 4-Day programs are available on designated SDCOE holiday weeks only. Refer to your Outdoor School Schedule.
- All accommodations and staffing are subject to availability and must be arranged in advance.
- Minimum group sizes for 1-2 nights: 50; for more than 2 nights: 100, smaller groups may call director for consideration.
- This rate charged for up to a maximum 8 hours per day or 40 hours per week. OT will be charged if hours exceeded.  
The availability of auxiliary staff is not guaranteed, it is highly recommended that groups bring their own staff (lifeguard must be certified).
- Director reserves right to alter above fee schedule to accommodate special staffing, groups sizes, or unusual program needs.
- Program cost breakdowns:  
(5-Day Program: Instructional = \$151.00, Operational = \$139.00)  
(4-Day Program: Instructional = \$128.00, Operational = \$118.00)
- Schools may request an additional TA to accompany the Splash Lab or Green Machine in lieu of the school providing a volunteer.  
Additional TA's are subject to availability and additional fee of \$150 per day/per TA. Please request at least two weeks in advance of trip.
- Site rental without meals by special arrangement. If access to kitchen for self-prep meals is needed, additional charges will apply for supervision.

**San Diego County Office of Education**

**MARINE SCIENCE FLOATING LAB  
FIELD TRIP AGREEMENT – 2013-2014**

THIS AGREEMENT, made this July 1, 2013 and which will terminate on June 30, 2014, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and La Mesa/Spring Valley School District hereinafter called the "District/School", mutually agree as follows:

**1. Basis of Agreement**

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct various programs for school districts within the County of San Diego. District/School agrees to participate in these programs in accordance with the terms and conditions of this agreement.

**2. Scope of Agreement**

**A. General**

The County will make available and provide by contractual agreement the following programs:

- 1) Marine Science Floating Laboratory:  
This program consists of a half-day field trip on San Diego Bay with hands-on science instruction and materials.

The County will coordinate the curriculum and activities of the above programs to provide students the opportunity to study marine biology, oceanography, history and economics in a "real world" environment.

**B. County agrees to provide:**

- 1) Boat transportation with qualified crew
- 2) Required instructional materials and on-board equipment
- 3) Marine Science curriculum and instruction
- 4) Scheduling of District/School participation
- 5) Invoice the District/School for field trip.

All trips are subject to cancellation due to severe weather conditions. In the event of inclement weather causing a cancellation of field trip, County will endeavor to reschedule the trip at a time that is agreeable to the District/School, however, such rescheduling is not guaranteed.

**C. District/School agrees to:**

- 1) Schedule participation in the program with the County by phone. Payment in the form of a Purchase Order or check is required to schedule a trip. Only private schools who do not utilize Purchase Orders may submit the Personal Guarantee of Payment that is found on our website. Each field trip shall be limited to a maximum of thirty-six (36) students and a maximum of four (4) accompanying adults. The fully executed reservation form becomes an addendum to this agreement and will be used to determine the appropriate fee based on the schedule note in item (2.C.4), below.

- 2) Participating SCHOOLS must provide a minimum of one adult participant who holds a valid California teaching credential who is authorized by the District/School to supervise the students aboard the vessel and will aid in presenting the program if requested. Private organizations such as the Girl Scouts are exempt from this requirement.
- 3) Provide written notification to County of field trip cancellation a minimum of twenty (20) working days in advance of the trip. Less than twenty working days notification will result in a cancellation fee equal to fifty percent (50%) of the contract amount being charged to the District/School. The cancellation fee will be waived if the County is able to schedule a substitute paying group into your reserved time slot.
- 4) Pay the appropriate fees for services rendered upon receipt of invoice. The fees will be based on the following schedule:

Marine Science Floating Lab Field Trip	\$660.00
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3. **Authorization to Copy Materials**

The County hereby authorizes the District/School to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. **Confidentiality of Service or Work**

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. **Independent Contractor**

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

6. **Hold Harmless**

The District/School agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to person, including death therefrom, or damage to property sustained by the District/School or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
- B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**

Both County and District/School shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured under their policy.

8. **Compliance With Laws**

The District/School shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. **Compensation/Costs and Payment Schedule**

The contract price is a fixed fee per field trip. County will prepare and submit an invoice for each field trip. The District/School agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.

10. **Termination**

It is mutually agreed that either party may terminate this agreement by giving a twenty (20) working day written notice. District/School may be subject to cancellation charges if termination is less than twenty days, as noted above in paragraph (2.C.3) above.

11. **Audit**

The District/School agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

12. **Safety**

District/School will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips. County to provide all appropriate water safety equipment as required by Coast Guard regulations for each student and adult on board.

13. **Governing Law/Venue San Diego**

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

14. **Final Approval**

This agreement is of no force and effect until approved by signature by the Director of Outdoor Education.

15. **Contract Participants**

If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. **County Contact Person**

San Diego County Office of Education  
Outdoor Education Program Director  
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399  
(858) 292-3695 Fax (858) 571-7206

17. **Entire Agreement**

This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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

La Mesa/Spring Valley School District  
District/School

By \_\_\_\_\_

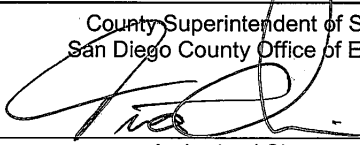
Title \_\_\_\_\_

Date \_\_\_\_\_

Authorized or ratified by the

Board of Education

on \_\_\_\_\_

County Superintendent of Schools San Diego County Office of Education

Authorized Signature
Senior Director of Outdoor Education
Title
5/2/13
Date

Authorized by the San Diego County Board

Education on March 13, 2013

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Rules for acceptance and participation in the Marine Science Floating Lab program are the same for everyone without regard to race, color or national origin, sex, age or handicap.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

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

<b>Action Item</b>
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The Human Resources recommendations which are attached for consideration at the May 21, 2013, Board of Education meeting are standard.

**ADMINISTRATIVE RECOMMENDATION**

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

1. Standard Human Resources Recommendations – May 21, 2013

**CERTIFICATED:**

Approval of Acceptance of Resignation:

Kinzel, David L.	Coordinator, Student Interventions (retiring)	06/30/13
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Approval of Leave of Absence:

Tarke, Kimberly L.	Teacher (child rearing – 60% leave)	06/17/13 – 06/13/14
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**CLASSIFIED:**

Approval of Employment – Merit System:

Cano, Maria G.	Paraprofessional – Special Education	21-B	05/08/13
Lewis, Michael S.	Paraprofessional – Special Education	21-A	05/10/13
Mann, Tiffany M.	Extended School Services Leader	26-A	05/09/13

Approval of Employment:

Alexio, Taylor F.	Playground Attendant	\$8.98/hr	04/15/13
Anderson, Aaron S.	Extended School Services Attendant	\$10.33/hr	04/15/13
Bailey, Samantha M.	Extended School Services Attendant	\$10.33/hr	04/15/13
Blackman, Marychristine D.	Playground Attendant	\$8.98/hr	04/23/13
Chandler, Jon C.	Extended School Services Attendant	\$10.33/hr	05/07/13
Corless, Emily N.	Extended School Services Attendant	\$10.33/hr	04/30/13
Garipey-Collins, Rachel T.	Playground Attendant	\$8.98/hr	04/30/13
Michel, David A.	Extended School Services Attendant	\$10.33/hr	04/30/13

Approval of Acceptance of Resignation – Merit System:

McVicker, Annette L.	Paraprofessional – Special Education (retiring)	06/30/13
Smith, Patricia A.	Extended School Services Account Technician (retiring)	06/28/13
Wittmayer, Jacob C.	Extended School Services Leader (further education)	06/14/13

Approval of Termination of Employment:

Aiello, Chelsea J.	Extended School Services Attendant (employment elsewhere)	10/27/12
Baltazar, Micaela	Playground Attendant (dismissed)	06/15/12
Brown, Gwendolyn A.	Playground Attendant (dropped)	12/10/12
Browning, Nicole E.	Extended School Services Attendant (further education)	04/29/13
Dao, Emelita	Playground Attendant (resigned)	10/05/12
Galvan Jr., Carlos	Extended School Services Attendant (employment elsewhere)	10/05/12
Love, Mykisha D.	Playground Attendant (resigned)	11/02/12
Magill, Meghan T.	Extended School Services Attendant (dismissed)	10/05/12
Mann, Tiffany M.	Extended School Services Assistant Leader (employment elsewhere)	05/08/13
Odneal, Jenna M.	Playground Attendant (resigned)	03/22/13
Ogilvie, JillNicole	Extended School Services Attendant (dismissed)	04/29/13
Perea, Dominique K.	Playground Attendant (end of temporary assignment)	11/13/12
Powell, Brittney L.	Extended School Services Attendant (dropped)	02/19/13



Preston, Shanae L.	Extended School Services Attendant (further education)	03/22/13
Robertson, Alex B.	Extended School Services Attendant (dismissed)	01/30/13
Rosas, Gabriel	Extended School Services Attendant (dismissed)	04/11/13
Spence, Catherine J.	Extended School Services Attendant (resigned)	10/05/12
Swick, Valerie C.	Playground Attendant (employment elsewhere)	11/13/12
Taylor, Daniele M.	Extended School Services Attendant (dismissed)	11/06/12
Villa, Lynsey N.	Extended School Services Attendant (dismissed)	04/23/13
Walls II, Kenneth S.	Extended School Services Attendant (dismissed)	04/24/13
Wilson, Matthew C.	Extended School Services Attendant (dismissed)	04/08/13

**CONSULTANT, LECTURER/PRESENTER, SHORT-TERM EMPLOYMENT:** (Attached)

Deep Soul Sound Productions	Lecturer/Presenter (Extended School Services)	06/14/13
Esparza, Tria	Short-Term Employment (Learning Support)	07/01/13 – 10/31/13
Huskey, Sharon	Short-Term Employment (Learning Support)	07/01/13 – 06/30/14
Huskey, Sharon	Short-Term Employment (Learning Support)	07/01/13 – 06/30/14
Paterson, Patricia	Short-Term Employment (Learning Support)	07/01/13 – 10/31/13
Rangel, Yolanda	Short-Term Employment (Learning Support)	07/01/13 – 10/31/13
Safe Routes to School	Lecturer/Presenter (La Mesa Dale)	05/30/13

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER. APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Extended School Services Date 4/30/13  
 Consultant/Lecturer/Presenter Name Thomas Howard Soc Sec No \_\_\_\_\_  
 Name of Firm or Business Deep Soul Sound Productions Taxpayer ID No (for 1099) \_\_\_\_\_  
 Address \_\_\_\_\_  
 Background and qualifications of Consultant/Lecturer/Presenter Parent would like to play music for ESS on the last day of school.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split \$
t							(1)					

☐ Consultant ☒ Lecturer/Presenter  
 Signature, Principal or Department Head [Signature] Date 5/1/13  
 Additional Approval (if needed) \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Assistant Superintendent [Signature] Date 5/5/13  
 APPROVED FOR BOARD [Signature] 5/14/13  
 SUBMISSION: Assistant Superintendent, Human Resources Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 30th day of April, 2013, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Thomas Howard (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing June 14th, 2013, through June 14th, 2013, inclusive; or, services shall be provided on the following dates \_\_\_\_\_.
- COMPENSATION.** The District agrees to pay Contractor the amount of n/a for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

DJ for ESS on the last day of school.

12324

2013-2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

## REQUISITION FOR SHORT-TERM EMPLOYMENT

To be completed by school/department and approved prior to service (Submit all copies to Human Resources)

APR 08 2013

Print Name Tria Esparza Date March 5, 2013Describe service performed/Program Objective Provide testing services for EL students.Date(s) of Service July 1, 2013-Oct 31, 2013 Location of Service Various Sch.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	%	Split
	03	00	0000	000	4760	4000	1900	099	513	(Before 8-15-13)		
	06	00	7091	000	4760	1000	1100	099	521	(After 8-15-13)		

Hourly or Daily Rate (circle one) \$ 115/Daily Total Not to Exceed \$ 11,000.00

## Expenditure Approved by:

Principal/Department Head \_\_\_\_\_ Date \_\_\_\_\_ Spec. Education/Spec. Programs (if required) \_\_\_\_\_ Date \_\_\_\_\_

Accounting Budget Review \_\_\_\_\_ Date \_\_\_\_\_ Asst. Supt., Business or Asst. Supt., Instruction \_\_\_\_\_ Date \_\_\_\_\_

Assistant Superintendent, Human Resources C. Bender Date 5/14/13 BOARD APPROVAL DATE \_\_\_\_\_

No service to be rendered until after Board approval.

## APPLICATION FOR SHORT-TERM EMPLOYMENT

(To be completed by applicant only if not completed previously.)

## Please Type

Name Esparza Tria Soc. Sec. No. \_\_\_\_\_  
Last First MiddleAddress \_\_\_\_\_  
Street City State/Zip

Telephone ( ) \_\_\_\_\_ Cell phone \_\_\_\_\_

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ NoHave you ever been employed by this district? ☐ Yes ☐ No If Yes, when? \_\_\_\_\_ Under what name? \_\_\_\_\_Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERSHave you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment \_\_\_\_\_

## Professional references (include those who know of your ability and experience):

Name \_\_\_\_\_ Occupation \_\_\_\_\_ Complete Mailing Address \_\_\_\_\_ Telephone \_\_\_\_\_

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Signature Tria Esparza Date March 5, 2013

Rev. 9/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator

Form Subject To Change - Revised 2/4/10

I:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

13001

2013-2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

**REQUISITION FOR SHORT-TERM EMPLOYMENT**

To be completed by school/department and approved prior to service (Submit all copies to Human Resources)

Print Name Sharon HuskeyDate March 5, 2013Describe service performed/Program Objective Administer CELDT TestingDate(s) of Service July 1, 2013 - June 30, 2014Location of Service Various School Sites

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
	03	00	0000	000	4760	4000	1900	099	513	(Before 8-15-13)		
	06	00	7091	000	4760	1000	1100	099	521	(After 8-15-13)		

Hourly or Daily Rate (circle one) \$ 115.00/DayTotal Not to Exceed \$ 6,000.00

Expenditure Approved by:

Principal/Department Head

Date

Spec. Education/Spec. Programs (if required)

Date

Accounting Budget Review

Date

Asst. Supt., Business or Asst. Supt., Instruction

Date

Assistant Superintendent, Human Resources

Date

BOARD APPROVAL DATE

No service to be rendered until after Board approval.

**APPLICATION FOR SHORT-TERM EMPLOYMENT**

(To be completed by applicant only if not completed previously.)

Please Type

Name Huskey  
LastSharon  
First

Middle

Soc. Sec. No. \_\_\_\_\_

Address

Street

City

State/Zip

Telephone ( ) \_\_\_\_\_

Cell phone \_\_\_\_\_

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ NoHave you ever been employed by this district? ☐ Yes ☐ No If Yes, when? \_\_\_\_\_ Under what name? \_\_\_\_\_Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERSHave you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment \_\_\_\_\_

Professional references (include those who know of your ability and experience):

Name

Occupation

Complete Mailing Address

Telephone

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Signature

Date

Rev. 9/06

09973

Distribution: White: Human Resources

Yellow: Payroll

Pink: Accounting

Goldenrod: Originator

Form Subject To Change - Revised 2/4/10

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13003

## HUMAN RESOURCES

2013-2014

La Mesa-Spring Valley School District

APR 08 2013

## REQUISITION FOR SHORT-TERM EMPLOYMENT

To be completed by school/department and approved prior to service (Submit all copies to Human Resources)

Print Name Sharon Huskey Date March 5, 2013Describe service performed/Program Objective Oversee CELDT TestingDate(s) of Service July 1, 2013 - June 30, 2014 Location of Service Various School Sites

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
	03	00	0000	000	4760	4000	1900	099	513			

Hourly or Daily Rate (circle one) \$ 56.40/hour + mileage Total Not to Exceed \$ 36,000.00

Expenditure Approved by:

Principal/Department Head \_\_\_\_\_ Date \_\_\_\_\_ Spec. Education/Spec. Programs (if required) \_\_\_\_\_ Date 3/15/13  
 Accounting Budget Review \_\_\_\_\_ Date 5/14/13 Asst. Supt., Business or Asst. Supt., Instruction \_\_\_\_\_ Date \_\_\_\_\_  
C. Bender Assistant Superintendent, Human Resources \_\_\_\_\_ **BOARD APPROVAL DATE** \_\_\_\_\_  
 No service to be rendered until after Board approval.

## APPLICATION FOR SHORT-TERM EMPLOYMENT

(To be completed by applicant only if not completed previously.)

Please Type

Name Huskey Sharon Soc. Sec. No. \_\_\_\_\_  
Last First MiddleAddress \_\_\_\_\_  
Street City State/Zip

Telephone (\_\_\_\_) \_\_\_\_\_ Cell phone \_\_\_\_\_

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ NoHave you ever been employed by this district? ☐ Yes ☐ No If Yes, when? \_\_\_\_\_ Under what name? \_\_\_\_\_Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERSHave you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment \_\_\_\_\_

Professional references (include those who know of your ability and experience):

Name \_\_\_\_\_ Occupation \_\_\_\_\_ Complete Mailing Address \_\_\_\_\_ Telephone \_\_\_\_\_

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Sharon M. Huskey 3/5/13  
 Signature Date

Rev. 9/06 09973

Distribution: White: Human Resources

Yellow: Payroll

Pink: Accounting

Goldenrod: Originator

Form Subject To Change - Revised 2/4/10

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13002

2013-2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

**REQUISITION FOR SHORT-TERM EMPLOYMENT**To be completed by school/department and approved prior to service (Submit all copies to Human Resources) <sup>APP 08</sup> 2013Print Name Patricia PatersonDate March 5, 2013Describe service performed/Program Objective Provide testing services for EL studentsDate(s) of Service July 1, 2013-Oct 31, 2013Location of Service Various School Sites

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
	03	00	0000	000	4760	4000	1900	099	513	(Before 8-15-13)		
	06	00	7091	000	4769	1000	1100	099	521	(After 8-15-13)		
								13				

Hourly or Daily Rate (circle one) \$ 115/DailyTotal Not to Exceed \$ 11,000.00

Expenditure Approved by:

Principal/Department Head

Date

Spec. Education/Spec. Programs (if required)

Date

Accounting Budget Review

Date

Asst. Supt., Business or Asst. Supt., Instruction

Date

Assistant Superintendent, Human Resources

Date

**BOARD APPROVAL DATE**

No service to be rendered until after Board approval.

**APPLICATION FOR SHORT-TERM EMPLOYMENT**

(To be completed by applicant only if not completed previously.)

Please Type

Name Paterson  
LastPatricia  
First  
MiddleSoc. Sec. No. 

Address

Street

City

State/Zip

Telephone ( )

Cell phone

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ NoHave you ever been employed by this district? ☐ Yes ☐ No If Yes, when? Under what name?Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERSHave you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment

Professional references (include those who know of your ability and experience):

Name

Occupation

Complete Mailing Address

Telephone

I understand that any false or misleading information given on this application may be cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Patricia A. Paterson  
Signature3/5/13  
Date

Rev. 9/06 09973

Distribution: While: Human Resources

Yellow: Payroll

Pink: Accounting

Goldenrod: Originator

Form Subject To Change - Revised 2/4/10

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13004

2013-2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

**REQUISITION FOR SHORT-TERM EMPLOYMENT**To be completed by school/department and approved prior to service (Submit all copies to Human Resources) APR 08 2013Print Name Yolanda Rangel Date March 5, 2013Describe service performed/Program Objective Provide testing services for EL students.Date(s) of Service July 1, 2013 to Oct 31, 2013 Location of Service Various Sch.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	%	Split
	03	00	0000	000	4760	4000	1900	099	513	Before	8-15-13	
	06	00	7091	000	4760	1000	1100	099	521	(After	8-15-13)	

Hourly or Daily Rate (circle one) \$ 115/Daily Total Not to Exceed \$ 11,000.00

Expenditure Approved by:

Principal/Department Head \_\_\_\_\_ Date \_\_\_\_\_

Accounting Budget Review \_\_\_\_\_ Date \_\_\_\_\_

Assistant Superintendent, Human Resources C. Bender 5/14/13 Date \_\_\_\_\_

Spec. Education/Spec. Programs (if required) \_\_\_\_\_ Date \_\_\_\_\_

Asst. Supt., Business or Asst. Supt., Instruction Karen Walker 3/15/13 Date \_\_\_\_\_**BOARD APPROVAL DATE** \_\_\_\_\_  
No service to be rendered until after Board approval.**APPLICATION FOR SHORT-TERM EMPLOYMENT**

(To be completed by applicant only if not completed previously.)

Please Type

Name Rangel Yolanda  Soc. Sec. No \_\_\_\_\_  
Last First MiddleAddress \_\_\_\_\_  
Street City State/Zip

Telephone ( ) \_\_\_\_\_ Cell phone \_\_\_\_\_

Are you a citizen of the United States? ☐ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ NoHave you ever been employed by this district? ☐ Yes ☐ No If Yes, when? \_\_\_\_\_ Under what name? \_\_\_\_\_Are you currently a member of a California retirement system? ☐ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERSHave you ever been convicted of any criminal offense? ☐ Yes ☐ No If Yes, please give date of each offense and sentence below:

(The District reserves the right to fingerprint all applicants.)

Background qualifications for assignment \_\_\_\_\_

Professional references (include those who know of your ability and experience):

Name \_\_\_\_\_ Occupation \_\_\_\_\_ Complete Mailing Address \_\_\_\_\_ Telephone \_\_\_\_\_

I understand that any false or misleading information given on this application may cause for rejection of application and/or removal from employment. I hereby authorize the District to conduct work history, reference, or police record inquiries to determine my acceptability for employment.

Signature Yolanda Rangel 3-6-13 Date \_\_\_\_\_

Rev. 9/06 09973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator

Form Subject To Change - Revised 2/4/10

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13005

HUMAN RESOURCES

APR 29 2013

La Mesa-Spring Valley School District

## CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER. APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department La Mesa Dale Elementary Date 4/25/13  
 Consultant/Lecturer/Presenter Name Misty Thompson Soc Sec No \_\_\_\_\_  
 Name of Firm or Business Safe Routes to School Taxpayer ID No (for 1099) \_\_\_\_\_  
 Address \_\_\_\_\_  
 Background and qualifications of Consultant/Lecturer/Presenter Safe Routes to School Coordinator

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
50 - N/A												

☐ Consultant ☒ Lecturer/Presenter Kelly Tubbs Date 4/29/13  
 Signature, Principal or Department Head

Additional Approval (if needed) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Assistant Superintendent R. Wash Date 5/2/13

APPROVED FOR BOARD Claudia Bendi Date 5/7/13  
 SUBMISSION Assistant Superintendent, Human Resources Date Board Approval Date

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of April, 2013, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Safe Routes to School, 4875 Memorial Drive, La Mesa CA 91942 (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing \_\_\_\_\_, through \_\_\_\_\_, inclusive; or, services shall be provided on the following dates 5/30/13.
- COMPENSATION.** The District agrees to pay Contractor the amount of Zero dollars for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Bike Rodeo - A bicycle skills event, taught on a school playground or parking lot, which provides an opportunity for students to practice and develop skills that will help them become better bicyclist and avoid typical crashes. Its objective is to teach students the importance of seeing, being seen and remaining under control at all times when riding a bicycle. This is achieved through a series of bicycle handling drills. Bicycle skills stations give students the opportunity to practice a variety of specific bike handling skills and procedures for operating a bike legally and more safely on the street

12322



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-2 Human Resources Recommendations  
Request to Adopt Annual Declaration of Need for Fully Qualified Educators

<b>Action Item</b>
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It is requested the Board take action to approve the attached form to authorize the use of emergency and limited assignment permits for the 2013-2014 school year in accordance with the California Commission on Teacher Credentialing regulations.

The use of such permits is minimal and requested only when absolutely necessary. Emergency permits can only be used in the areas of CLAD, BCLAD, Resource Specialist, Library Media Teacher Services, as well as Special Class Authorization. The regulations require the Board to adopt a blanket Declaration certifying there is an insufficient number of certificated persons meeting the District's specific employment criteria for certain positions.

By taking this action, the District will be allowed to issue emergency Cross-cultural, Language and Academic Development (CLAD) permits to certificated staff who have previously served in a position which did not require the permit, but may be reassigned to the classroom. It will also allow our teachers who have a current emergency CLAD permit to apply for a second emergency CLAD permit if a second year is needed to complete the requirements.

Additionally, the Declaration will authorize placement of certificated staff in limited assignments as necessary to meet the staffing needs for the 2013-2014 school year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the attached Declaration of Need as presented.



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2013-2014  
☐ Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: LA MESA-SPRING VALLEY District CDS Code: 68197  
Name of County: SAN DIEGO County CDS Code: 37

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 21 / 13, certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► *Enclose a copy of the board agenda item*

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2014.

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

<u>CLAUDIA BENDER</u>	_____	<u>Asst. Supt., Human Resources</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>(619) 668-8397</u>	<u>(619) 668-5700, x6372</u>	<u>May 22, 2013</u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>4750 DATE AVENUE, LA MESA, CA 91942</u>		
<small>Mailing Address</small>		
<u>claudia.bender@lmsvdsd.k12.ca.us</u>		
<small>Email Address</small>		

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

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_  
Name of State Agency \_\_\_\_\_  
Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, \_\_\_\_\_.

► *Enclose a copy of the public announcement*

Submitted by Superintendent, Director, or Designee:

_____ Name	_____ Signature	_____ Title
_____ Fax Number	_____ Telephone Number	_____ Date
_____ Mailing Address		
_____ E-Mail Address		

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

#### AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>2</u>
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization:	_____
_____	_____
<input type="checkbox"/> Resource Specialist	_____
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

#### LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	1
Special Education	3
TOTAL	4

#### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

#### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. (see below)

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

If yes, how many interns do you expect to have this year? None

If yes, list each college or university with which you participate in an intern program.

When necessary, this District participates with various institutions of higher education  
including, Azusa Pacific University, Chapman/Brandman Universities, San Diego State  
University, National University and the University of Southern California.

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

The District does not have a need for interns.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-3 Human Resources Recommendations  
Resolution 12-13-44, Elimination of Preschool Teaching Position

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

The attached Resolution 12-13-44 authorizes the elimination of one (1) Preschool teaching position as allowed by Education Code 8366.

The District anticipates reduced participation in its State Preschool program due to a new requirement that parents contribute financially for their child's participation in the program. Therefore, classes will be consolidated, resulting in the elimination of one teacher.

The least senior Preschool teacher will be issued a sixty (60)-day notice following the adoption of this Board resolution. The incumbent with the least seniority will have reemployment rights for 39 months.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution to eliminate one (1) Preschool teaching position pursuant to the applicable provisions of the Education Code of the State of California.

La Mesa-Spring Valley School District

**RESOLUTION 12-13-44**

**ELIMINATION OF PRESCHOOL TEACHING POSITION**

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

WHEREAS, when a bona fide reduction or elimination of funds or services occurs within a school district, employees shall be subject to layoff for either lack of work or lack of funds, and

WHEREAS, the District has been deficit spending and unfortunately must take steps to close the gap between revenues and expenditures, and

WHEREAS, due to lack of funds and/or work the Board finds it is in the best interests of this school district that as of July 22, 2013, certain services now being provided by the District be reduced or discontinued by the following extent:

Preschool Teacher	1 at 4.5 hours – eliminate
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NOW, THEREFORE, BE IT RESOLVED as of July 22, 2013, one (1) preschool teaching position of the La Mesa-Spring Valley School District be eliminated as set forth above.

BE IT FURTHER RESOLVED the Board authorizes the Superintendent to give notice to the affected employee that his/her position will be reduced or eliminated as of July 22, 2013, pursuant to applicable provisions of the Education Code of the State of California, such notice to be given sixty (60) days prior to the effective date of the elimination as set forth above.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 21st day of May, 2013, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA     )  
  ) SS  
COUNTY OF SAN DIEGO    )

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 21st day of May, 2013.

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Brian Marshall, Secretary to the Board of Education

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-4 Human Resources Recommendations  
Authorization to Establish Salaries for Certificated Employees

<b>Action Item</b>
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The La Mesa-Spring Valley Teachers Association and the Board of Education recently concluded negotiations on salary for the 2013-2014 school year, and the Tentative Agreement was approved by the Board at its meeting on May 7, 2013.

As a result of that Agreement, which included an increase in work days, the attached salary schedules for Certificated, Elementary School Counselors, Middle School Counselors and Psychologists/Behavior Analysts have been adjusted to reflect a two-point forty-nine percent (2.49%) decrease from the 2008-2009 (base) salary schedule.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the attached salary schedules as presented, effective July 1, 2013.

**La Mesa-Spring Valley School District  
CERTIFICATED SALARY SCHEDULE**

*Effective July 2013 (181 Days)*

CLASS	I		II		III		IV		V		VI		
	BA		BA + 15 units		BA + 30 units		BA + 45 units or MA		BA + 60 units or MA + 15		BA + 75 with MA or MA + 30		
Step	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Step
1	38,537	212.91	39,627	218.93	41,473	229.13	43,303	239.24	45,126	249.31	46,974	259.52	1
2	39,450	217.98	40,852	225.70	42,970	237.40	45,097	249.15	47,221	260.89	49,358	272.70	2
3	40,375	223.07	42,059	232.37	44,479	245.74	46,897	259.10	49,312	272.44	51,730	285.80	3
4			43,273	239.08	45,976	254.01	48,689	269.00	51,404	284.00	54,120	299.01	4
5			44,479	245.74	47,480	262.32	50,490	278.95	53,490	295.52	56,492	312.11	5
6					48,983	270.62	52,285	288.87	55,582	307.08	58,878	325.29	6
7					50,490	278.95	54,080	298.78	57,670	318.62	61,259	338.45	7
8							55,873	308.89	59,764	330.19	63,652	351.67	8
9							57,670	318.62	61,854	341.73	66,034	364.83	9
10							59,465	328.54	63,941	353.27	68,408	377.94	10
11							61,259	338.45	66,034	364.83	70,796	391.14	11
12							63,057	348.38	68,124	376.38	73,186	404.34	12
13							64,861	358.35	70,208	387.89	75,193	415.43	13
14									71,711	398.19	78,609	434.30	14
15									71,999	397.78	79,176	437.44	15
16									72,285	399.36	79,750	440.61	16
17	42,929	237.18							72,574	400.98	80,372	444.04	17
18									72,864	402.56	80,952	447.25	18
19									73,153	404.16	81,537	450.48	19
20									73,446	405.78	82,128	453.75	20
21									73,741	407.41	82,720	457.02	21
22									74,034	409.03	83,317	460.31	22
23									74,331	410.67	83,921	463.65	23
24									74,628	412.31	84,528	467.01	24
25									75,842	419.02	87,632	484.15	25

A salary adjustment shall be granted to teachers at Step I, Class I, of the salary schedule per Education Code Section 45023.4 (increased to \$42,929). Steps 2 and 3 of Class I; Steps 1, 2 and 3 of Class II; and Step 1 of Class III shall be increased to equal Step I, Class I, in accordance with Section 45023.4. The foregoing does not apply to CDC/preschool or for doctorate compensation. In the event state funding for this program is terminated or reduced the salary adjustment shall terminate and the salaries shall revert to the basic schedule.



Effective July 1, 2013 (181 days)

\*This salary schedule includes ratio from LMSVTA Contract Appendix E

**La Mesa-Spring Valley School District  
SALARY SCHEDULE FOR MIDDLE SCHOOL COUNSELORS**

*Effective July 1, 2013 (195 days)*

CLASS																		
IV																		
V																		
VI																		
BA + 45 UNITS or MA																		
BA + 60 UNITS or MA + 15																		
BA + 75 UNITS with MA or MA +30																		
Experience																		
Experience																		
Experience																		
Step	Annual Base Salary	1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio	Annual Base Salary	1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio	Annual Base Salary	1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio
1	46,313	47,239	47,702	48,166	48,629	49,092	48,263	49,228	49,711	50,194	50,676	51,159	50,240	51,245	51,747	52,250	52,752	53,254
2	48,233	49,198	49,680	50,162	50,645	51,127	50,503	51,513	52,018	52,523	53,028	53,533	52,788	53,844	54,372	54,900	55,427	55,955
3	50,157	51,160	51,662	52,163	52,665	53,166	52,740	53,795	54,322	54,850	55,377	55,904	55,326	56,433	56,966	57,539	58,092	58,646
4	52,073	53,114	53,635	54,156	54,677	55,197	54,978	56,078	56,627	57,177	57,727	58,277	57,883	59,041	59,619	60,198	60,777	61,356
5	54,001	55,081	55,621	56,161	56,701	57,241	57,208	58,352	58,924	59,496	60,068	60,640	60,419	61,627	62,232	62,836	63,440	64,044
6	55,919	57,037	57,597	58,156	58,715	59,274	59,446	60,635	61,229	61,824	62,418	63,013	62,971	64,230	64,860	65,490	66,120	66,749
7	57,840	58,997	59,575	60,154	60,732	61,310	61,680	62,914	63,530	64,147	64,764	65,381	65,518	66,828	67,484	68,139	68,794	69,449
8	59,759	60,954	61,562	62,149	62,747	63,345	63,918	65,196	65,836	66,475	67,114	67,753	68,078	69,440	70,120	70,801	71,482	72,163
9	61,680	62,914	63,530	64,147	64,764	65,381	66,155	67,478	68,140	68,801	69,463	70,124	70,626	72,039	72,745	73,451	74,157	74,864
10	63,600	64,872	65,508	66,144	66,780	67,416	68,385	69,753	70,437	71,120	71,804	72,488	73,163	74,626	75,358	76,090	76,821	77,553
11	65,518	66,828	67,484	68,139	68,794	69,449	70,626	72,039	72,745	73,451	74,157	74,864	75,718	77,232	77,990	78,747	79,504	80,261
12	67,440	68,799	69,463	70,138	70,812	71,486	72,859	74,316	75,045	75,773	76,502	77,231	78,274	79,839	80,622	81,405	82,188	82,970
13	69,371	70,758	71,452	72,146	72,840	73,533	75,091	76,593	77,344	78,095	78,846	79,596	80,419	82,027	82,832	83,636	84,440	85,244
14							76,696	78,230	78,997	79,764	80,531	81,298	84,074	85,755	86,596	87,437	88,278	89,118
15							77,005	78,545	79,315	80,085	80,855	81,625	84,682	86,376	87,222	88,069	88,916	89,763
16							77,311	78,857	79,630	80,403	81,177	81,950	85,293	86,999	87,852	88,705	89,558	90,411
17							77,619	79,171	79,948	80,724	81,500	82,276	85,959	87,678	88,538	89,397	90,257	91,117
18							77,930	79,489	80,268	81,047	81,827	82,606	86,580	88,312	89,177	90,043	90,909	91,775
19							78,240	79,805	80,587	81,370	82,152	82,934	87,205	88,949	89,821	90,693	91,565	92,437
20							78,554	80,125	80,911	81,696	82,482	83,267	87,837	89,594	90,472	91,350	92,229	93,107
21							78,867	80,444	81,233	82,022	82,810	83,599	88,471	90,240	91,125	92,010	92,895	93,779
22							79,181	80,765	81,556	82,348	83,140	83,932	89,110	90,892	91,783	92,674	93,566	94,457
23							79,499	81,089	81,884	82,679	83,474	84,269	89,755	91,550	92,448	93,345	94,243	95,140
24							79,817	81,413	82,212	83,010	83,808	84,606	90,403	92,211	93,115	94,019	94,923	95,827
25							81,116	82,738	83,549	84,361	85,172	85,983	93,723	95,597	96,535	97,472	98,409	99,346

\*This salary schedule includes ratio from LMSVTA Contract Appendix E

**La Mesa-Spring Valley School District**  
**SALARY SCHEDULE FOR PSYCHOLOGISTS AND BEHAVIOR ANALYSTS**

*Effective July 1, 2013 (183 days)*

CLASS		IV					V					VI				
Step	Annual Base Salary	Experience					Experience					Experience				
		1 Year 3% ratio	2 Year 4% ratio	3 Year 6% ratio	4 Year 8% ratio	5 Year 10% ratio	1 Year 3% ratio	2 Year 4% ratio	3 Year 6% ratio	4 Year 8% ratio	5 Year 10% ratio	1 Year 3% ratio	2 Year 4% ratio	3 Year 6% ratio	4 Year 8% ratio	5 Year 10% ratio
1	43,535	44,841	45,276	46,147	47,018	47,889	45,367	46,728	47,182	48,089	48,996	49,904	47,226	48,643	49,115	50,060
2	45,338	46,698	47,152	48,058	48,965	49,872	47,473	48,897	49,372	50,321	51,271	52,220	49,621	51,110	51,606	52,598
3	47,148	48,562	49,034	49,977	50,920	51,863	49,576	51,063	51,559	52,551	53,542	54,534	52,006	53,566	54,086	55,126
4	48,950	50,419	50,908	51,887	52,866	53,845	51,679	53,229	53,746	54,780	55,813	56,847	54,410	56,042	56,586	57,675
5	50,761	52,284	52,791	53,807	54,822	55,837	53,777	55,390	55,928	57,004	58,079	59,155	56,794	58,498	59,066	60,202
6	52,565	54,142	54,668	55,719	56,770	57,822	55,878	57,554	58,113	59,231	60,348	61,466	59,192	60,968	61,560	62,744
7	54,370	56,001	56,545	57,632	58,720	59,807	57,978	59,717	60,297	61,457	62,616	63,776	61,586	63,434	64,049	65,281
8	56,174	57,859	58,421	59,544	60,668	61,791	60,084	61,887	62,487	63,689	64,891	66,092	63,993	65,913	66,553	67,833
9	57,978	59,717	60,297	61,457	62,616	63,776	62,185	64,051	64,672	65,916	67,160	68,404	66,389	68,381	69,045	70,372
10	59,784	61,578	62,175	63,371	64,567	65,762	64,282	66,210	66,853	68,139	69,425	70,710	68,774	70,837	71,525	72,900
11	61,586	63,434	64,049	65,281	66,513	67,745	66,389	68,381	69,045	70,372	71,700	73,028	71,174	73,309	74,021	75,444
12	63,394	65,296	65,930	67,198	68,466	69,733	68,488	70,543	71,228	72,597	73,967	75,337	73,578	75,785	76,521	77,993
13	65,209	67,165	67,817	69,122	70,426	71,730	70,586	72,704	73,409	74,821	76,233	77,645	75,594	77,862	78,618	80,130
14							72,094	74,257	74,978	76,420	77,862	79,303	79,031	81,402	82,192	83,773
15							72,385	74,557	75,280	76,728	78,176	79,624	79,601	81,989	82,785	84,377
16							72,672	74,852	75,579	77,032	78,486	79,939	80,176	82,581	83,383	84,987
17							72,961	75,150	75,879	77,339	78,798	80,257	80,802	83,226	84,034	85,650
18							73,253	75,451	76,183	77,648	79,113	80,578	81,385	83,827	84,640	86,268
19							73,545	75,751	76,487	77,958	79,429	80,900	81,974	84,433	85,253	86,892
20							73,840	76,055	76,794	78,270	79,747	81,224	82,567	85,044	85,870	87,521
21							74,135	76,359	77,100	78,583	80,066	81,549	83,162	85,657	86,488	88,152
22							74,429	76,662	77,406	78,895	80,383	81,872	83,764	86,277	87,115	88,790
23							74,729	76,971	77,718	79,213	80,707	82,202	84,371	86,902	87,746	89,433
24							75,027	77,278	78,028	79,529	81,029	82,530	84,979	87,528	88,378	90,078
25							76,248	78,535	79,298	80,823	82,348	83,873	86,099	90,742	91,623	93,385

\*This salary schedule includes ratio from LMSVTA Contract Appendix E

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-5 Human Resources Recommendations  
Authorization to Establish Salaries for Certificated Management  
Employees

<b>Action Item</b>
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The Certificated Management Salary Schedule reflects the number of paid days for all positions for the 2013-2014 school year. The attached salary schedule has been adjusted to reflect a two-and-a-half-percent (2.5%) decrease from the 2008-2009 (base) salary schedule.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the attached Certificated Management Salary Schedule as presented, effective July 1, 2013.

# LA MESA-SPRING VALLEY SCHOOL DISTRICT

## Certificated Management Salary Schedule

Basic Policy: Salary schedules, payments, and payroll deductions for management personnel shall be specified in District Policy. (Policy Range: 4212)

Salary Schedule: A salary schedule for management personnel shall be adopted annually by the board of Education. Salaries for individual managers will be established in accordance with the adopted salary schedule and the accompanying provisions governing its use. In all but exceptional instances, the salary schedule adopted shall be effective with the beginning of the fiscal year.

Effective July 1, 2013		ANNUAL AND DAILY SALARY						
POSITION	Paid Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6-9	Longevity Step 10
Coordinator, Student Interventions	196	92,053 460.66	94,400 481.63	96,749 493.62	99,097 505.60	101,441 517.66	103,785 529.52	108,974 555.99
Elementary Principal	196	103,256 526.82	105,603 538.25	108,124 551.65	110,558 564.07	112,993 576.49	115,425 588.90	121,196 618.35
Middle School Principal	196	105,207 536.77	107,639 549.18	110,076 561.61	112,514 574.05	114,951 586.48	117,384 598.90	123,253 628.84
Coordinator, Extended School Services Program Manager Special Education	206	96,832 469.09	99,096 481.05	101,563 493.02	104,027 504.99	106,488 516.93	108,948 528.87	114,395 555.32
Director, Curriculum & Staff Development Director, Special Education, Director, Technology and Learning Resources	206	108,395 526.19	110,951 538.60	113,503 550.99	116,058 563.39	118,615 575.80	121,168 588.19	127,226 617.60

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-6 Human Resources Recommendations **Action Item**  
Authorization to Establish Salaries for Classified Management Employees

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The Classified Management Salary Schedule reflects the base number of paid days (261) for all positions for the 2013-2014 school year. The attached salary schedule has been updated to reflect a two-and-a-half-percent (2.5%) decrease from the 2008-2009 (base) salary schedule, by way of furlough days as noted.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the attached Classified Management Salary Schedule as presented, effective July 1, 2013.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT**  
**Classified Management Salary Schedule**

**Basic Policy:** Salary schedules, payments, and payroll deductions for management personnel shall be specified in District Policy. (Policy Range: 4212)  
**Salary Schedule:** A salary schedule for management personnel shall be adopted annually by the Board of Education. Salaries for individual managers will be established in accordance with the adopted salary schedule and the accompanying provisions governing its use. In all but exceptional instances, the salary schedule adopted shall be effective with the beginning of the fiscal year.

Effective July 1, 2013		ANNUAL AND DAILY SALARY							
POSITION	Paid Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6-9	Step 10	
Director, Classified Personnel	*261	103,268	106,333	109,402	112,464	115,594	118,722	124,858	
Director, Fiscal Services		385.86	407.41	419.16	430.90	442.89	454.87	477.62	
Director, Maintenance & Operations	*261	94,315	97,442	100,570	103,699	106,828	109,954	115,452	
Director, Transportation and Warehouse		361.36	373.34	385.33	397.31	409.30	421.28	442.34	
Director, Child Nutrition Services	*261	90,098	93,227	96,353	99,480	102,608	105,735	111,022	
		345.20	357.19	369.17	381.15	393.13	405.11	425.37	

\*Includes paid holidays and 22 vacation days for years 1-20; 22.5 vacation days for years 21-22; 23 vacation days for years 23-24;  
 24 vacation days for 25 years and thereafter.

Classified managers shall receive 12 sick days per year.

Classified managers shall receive medical, dental, and life insurance coverage as offered to Certificated managers.

\*\*Included in the salaries set forth above is a \$175 per month business expense/mileage allowance. This amount (based on months worked) is included in each manager's annual salary and covers expenses incurred in the performance of their duties.

For 2013-2014, the Classified management salaries will be reduced by seven (7) Furlough days, which is equivalent to a 2.5 percent salary reduction.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-7 Human Resources Recommendations **Action Item**  
Authorization to Establish Salaries for Classified Supervisory Employees

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The attached Classified Supervisory Salary Schedule has been updated to reflect a two-and-a-half-percent (2.5%) decrease from the 2008-2009 (base) salary schedule, by way of furlough days as noted.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the attached Classified Supervisory Salary Schedule as presented, effective July 1, 2013.



**LA MESA-SPRING VALLEY SCHOOL DISTRICT**  
**Classified Supervisory Salary Schedule**

Effective July 1, 2013	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-9	Years 10-14	Years 15-19	Years 20-24	Years 25+
	A	B	C	D	E	F	F + 5.0%	F + 10.0%	F + 15.0%	F + 20.0%
Supervisor, Gardening and Groundskeeping	51,360.00 4,280.00 24.69	53,860.00 4,488.33 25.89	56,451.00 4,704.25 27.14	59,188.00 4,932.33 28.46	62,052.00 5,171.00 29.83	65,076.00 5,423.00 31.29	68,330.00 5,694.17 32.85	71,584.00 5,965.33 34.42	74,837.00 6,236.42 35.98	78,091.00 6,507.58 37.54
Supervisor, Extended School Services	54,615.00 4,551.25 26.26	57,274.00 4,772.83 27.54	60,076.00 5,006.33 28.88	62,940.00 5,245.00 30.26	65,978.00 5,498.17 31.72	69,187.00 5,765.58 33.26	72,646.00 6,053.83 34.93	76,106.00 6,342.17 36.59	79,565.00 6,630.42 38.25	83,024.00 6,918.67 39.92
Supervisor, Custodial Services	56,784.00 4,732.00 27.30	59,521.00 4,960.08 28.62	62,431.00 5,202.58 30.01	65,461.00 5,455.08 31.47	68,611.00 5,717.58 32.99	71,899.00 5,991.58 34.57	75,434.00 6,291.17 36.30	79,089.00 6,590.75 38.02	82,684.00 6,890.33 39.75	86,279.00 7,189.32 41.48
Supervisor, Transportation	70,340.00 5,861.67 33.82	73,720.00 6,143.33 35.44	77,290.00 6,440.83 37.16	80,991.00 6,749.25 38.94	84,915.00 7,076.25 40.82	89,060.00 7,421.67 42.82	93,513.00 7,792.75 44.96	97,966.00 8,163.83 47.10	102,419.00 8,534.92 49.24	106,872.00 8,906.00 51.38
Supervisor, Technology and Learning Resources										

Supervisory staff are exempt from overtime.

Supervisory staff shall receive sick leave as specified for other classified employees and 22 vacation days for years 1-20;

22.5 vacation days for years 21-22; 23 vacation days for years 23-24; 24 vacation days for 25 years and thereafter.

Supervisory staff shall receive medical, dental and life insurance coverage as offered to other classified employees.

*A Supervisor whose assigned work shift commences after 2:00 p.m. and by 5:30 a.m., shall be paid a differential of 5% in addition to his/her regular rate of pay, excluding longevity.*

For 2013-2014, the Supervisory staff salaries will be reduced by seven (7) Furlough days, which is equivalent to a 2.5 percent salary reduction.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-8 Human Resources Recommendations  
Authorization to Establish Salaries for Confidential Employees

<b>Action Item</b>
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The attached Confidential Salary Schedule has been updated to reflect a two-and-a-half-percent (2.5%) decrease from the 2008-2009 (base) salary schedule, by way of furlough days as noted.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the attached Confidential Salary Schedule as presented, effective July 1, 2013.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT**  
**Confidential Salary Schedule**

Effective July 1, 2013	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-9	Years 10-14	Years 15-19	Years 20-24	Years 25+
	A	B	C	D	E	F	F + 5.0%	F + 10.0%	F + 15.0%	F + 20.0%
Administrative Assistant	49,668.00	52,016.00	54,548.00	57,114.00	59,913.00	62,833.00	65,975.00	69,116.00	72,258.00	75,400.00
	4,139.00	4,334.67	4,545.67	4,759.50	4,992.75	5,236.08	5,497.92	5,759.67	6,021.50	6,283.33
	23.88	25.01	26.23	27.46	28.80	30.21	31.72	33.23	34.74	36.25
Internal Auditor	57,481.00	60,326.00	63,225.00	66,400.00	69,574.00	72,946.00	76,593.00	80,241.00	83,888.00	87,535.00
	4,790.08	5,027.17	5,268.75	5,533.33	5,797.83	6,078.83	6,382.75	6,686.75	6,990.67	7,294.58
	27.64	29.00	30.40	31.92	33.45	35.07	36.82	38.58	40.33	42.08
Executive Assistant to the Superintendent	60,085.00	62,993.00	66,018.00	69,283.00	72,613.00	76,163.00	79,971.00	83,779.00	87,587.00	91,396.00
	5,007.08	5,249.42	5,501.50	5,773.58	6,051.08	6,346.92	6,664.25	6,981.58	7,298.92	7,616.33
	28.89	30.29	31.74	33.31	34.91	36.62	38.45	40.28	42.11	43.94

Confidential staff shall receive sick leave as specified for other classified employees and 22 vacation days for years 1-20;

22.5 vacation days for years 21-22; 23 vacation days for years 23-24; 24 vacation days for 25 years and thereafter.

Confidential staff shall receive medical, dental and life insurance coverage as offered to other classified employees.

The Rules and Regulations as determined by the Personnel Commission shall apply to confidential employees.

For 2013-2014, the confidential staff salaries will be reduced by seven (7) Furlough days, which is equivalent to a 2.5 percent salary reduction.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
May 21, 2013**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

**ITEM NUMBER:** HR-9 Human Resources Recommendations  
Appointment of Elementary Principals

<b>Action Item</b>
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The Superintendent's recommendations will be presented to the Board during closed session. Action to appoint two (2) elementary principals is recommended thereafter.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the Superintendent's recommendations to appoint two (2) elementary principals.

**MINUTES  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR MEETING: May 7, 2013**

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

The President led the Pledge of Allegiance to the Flag.

Board members present: Baber, Duff, Lecko, Turner, Winet

Board members absent: None

Staff members present on assignment: Bender, Marshall, Martinez, Walker, Wigg

It was moved by Winet, seconded by Lecko, and carried unanimously to approve the minutes of the regular meeting of April 16, 2013, as presented.

**COMMUNICATIONS**

The Board recognized Ellen Zyrkowski, Special Education Teacher at Spring Valley Middle School, as the District's Teacher of the Year and the Board presented her with a plaque in appreciation. She will go on to participate in the County Teacher of the Year competition.

The Board recognized Franki Corless, Library Media Tech at La Presa Elementary, as the District's Classified School Employee of the Year and the Board presented her with a plaque in appreciation.

Mission Federal Credit Union provided the Teacher of the Year and Classified School Employee of the Year with certificates of appreciation and gift certificates in acknowledgement of their work on behalf of children.

Memo from the Superintendent regarding the 2013-14 Student/Teacher Calendar on tonight's agenda

Letter from Dianne Jacob, County Supervisor, congratulating Parkway Middle School on being designated as a California Distinguished Middle School

Letter from Randolph Ward, County Superintendent of Schools, congratulating Jerry Lecko on his appointment to the Governing Board

Letter from the San Diego County Office of Education regarding the 2012-13 Second Interim Report

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ESTABLISHMENT OF  
QUORUM**

**MINUTES**  
Approved as presented

**COMMUNICATIONS**

E. Zyrkowski  
Teacher of the Year

F. Corless  
Classified School Employee of  
the Year

MFCU – certificates

B. Marshall, Supt.  
2013-14 Calendar

D. Jacob, County Supvr.  
Congratulations re PKMS's  
selection as CA Disting. School

R. Ward, County Supt.  
Congratulations – J. Lecko

SDCOE  
2012-13 2<sup>nd</sup> Interim Report

Email from Julie Juare, School Office Manager, Spring Valley Middle School, commending Valerie Ranum, Supervisor, Technology, Learning Support, on her responsiveness and willing to develop needed reports and programs

J. Juare, SVMS  
Commendation – V. Ranum

Memo from Barbara Martinez, Superintendent's Office, regarding the 2013 middle school promotion schedule

B. Martinez, Supt's Office  
MS Promotional Schedule

Technology Plan Presentation

Technology Plan

Invitation from Assemblymember Shirley Weber to a Youth Violence Prevention Stakeholders' Meeting

S. Weber, Assemblymember  
Youth Violence meeting

### **AGENDA**

### **AGENDA**

It was moved by Winet, seconded by Turner, and carried unanimously to approve the agenda as presented.

Approved as presented

### **HEARING SESSION**

### **HEARING(S)**

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

Public Education

The President announced a hearing for anyone who wished to address the Board regarding categorical flexibility transfers for 2013-14. There being no one wishing to address the Board, the session was closed.

2013-14 categorical flexibility  
transfers

### **NEW BUSINESS**

### **NEW BUSINESS**

It was moved by Winet, seconded by Baber, and carried unanimously to adopt Resolution 12-13-35, Approving Categorical Flexibility Transfers for 2013-14.

**Res. 35, Categorical Transfers**  
Adopted

### **HEARING (cont.)**

### **HEARING (cont.)**

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

Tentative Agrmt. between La  
Mesa Teachers Assn. and Board  
of Education

### **NEW BUSINESS (cont.)**

### **NEW BUSINESS (cont.)**

It was moved by Baber, seconded by Winet, and carried unanimously to approve the Tentative Agreement between the La Mesa-Spring Valley Teachers Association and the Board of Education.

**Tentative Agrmt. between  
Teachers Assn. & Board**  
Approved

## REPORTS OF OFFICERS OF THE BOARD

The Horizon Report for K-12 provides data on how technology will affect education and addresses emerging technologies, key trends, and challenges. The Common Core Standards, as well as the Smarter Balanced Assessment, will require students to use technology, including the Internet, to produce multimedia products and to use on-line assessments. Components of the LMSVSD Technology Plan for 2013-2017 will include: Student Access, Learning Resources, Digital Citizenship, Teacher Access, Professional Development, Informed Parents, Reliable Infrastructure, and Technical Support. Cara Serban-Lawler, Director, Learning Support, presented the District's Technology Plan and responded to clarifying questions.

It was moved by Turner, seconded by Lecko, and carried unanimously to approve the following:

Purchase Orders G43231 through G43502 totaling \$2,036,003.01

Warrants April 8 through April 22, 2013 totaling \$80,699.26

Expenditures in the amount of \$2,559.73

It was moved by Winet, seconded by Lecko, and carried unanimously to adopt Resolution 12-13-36, Authorizing the District to Spend Funds Received in 2012-13 from the Education Protection Account in Accordance with Article XIII, Section 36 of the California Constitution.

It was moved by Winet, seconded by Turner, and carried unanimously to adopt Resolutions 12-13-37 through 12-13-40, Designating Agents and Signatures.

It was moved by Lecko, seconded by Turner, and carried unanimously to authorize staff to enter into an Agreement with Christy White Associates to Provide Audit Services for the Proposition M Bond Building Fund.

It was moved by Winet, seconded by Turner, and carried unanimously to reject claim – vehicle damage.

It was moved by Turner, seconded by Lecko, and carried unanimously to accept the following gift with thanks: \$1513.00 from Murdock Elementary School PTA to Murdock Elementary to be used toward bus transportation costs for study.

It was moved by Turner, seconded by Winet, and carried unanimously to accept the following gift with thanks: \$3715.00 from the La Mesa-Spring Valley Educational Foundation for eight minigrant projects.

It was moved by Winet seconded by Turner, and carried unanimously to authorize staff to enter into a Contract with the Exceptional Family Resource Center.

## REPORTS

District Technology Plan

**Consent Calendar**  
Approved

Purchase Orders

Warrants

Revolving Cash Fund  
Reimbursements from the  
General Fund

**Res. 35, Authorizing  
Spending from Education  
Protection Acct.**  
Adopted

**Res. 37-40, Designating  
Agents/Signatures**  
Adopted

**Christy White Assoc. Agrmt.**  
Authorized

**Claim – vehicle damage**  
Rejected

**Gift – MUR**  
Accepted with thanks

**Gifts – LMSV Ed Foundation**  
Accepted with thanks

**Contract for Exceptional  
Family Resource Center**  
Authorized

It was moved by Lecko, seconded by Winet, and carried unanimously to authorize staff to enter into a Memorandum of Understanding with FOCUS, North America for Shoe Distribution.

**FOCUS MOU**  
Authorized

It was moved by Turner, seconded by Winet, and carried unanimously to authorize staff to enter into an Agreement with Rady Children's Hospital – San Diego for Vision and Hearing Screening

**Rady Children's Hosp.  
Agrmt.—vision/hearing**  
Authorized

It was moved by Turner, seconded by Winet, and carried unanimously to approval two Agreements for Private Vehicle Transportation In-Lieu of Transportation.

**Private Vehicle  
Transportation Agrmts.**  
Approved

It was moved by Turner, seconded by Lecko, and carried unanimously to authorize staff to enter into an Expanded Special Education Master Contract with the Center for Autism Research, Evaluation and Services.

**Sp. Ed. contract w/Center for  
Autism, Eval. & Services**  
Authorized

### **HUMAN RESOURCES RECOMMENDATIONS**

It was moved by Winet, seconded by Turner, and carried unanimously to approve standard Human Resources recommendations as amended to include three additional Lecturer/Presenter and/or Short-Term Employment forms.

**Human Resources  
Recommendations**  
Approved as amended

It was moved by Lecko, seconded by Turner, and carried unanimously to approve revision of Student Calendar for 2013-2014.

**Rev. 13-14 Student Calendar**  
Approved

It was moved by Lecko, seconded by Turner, and carried unanimously to approve establishment of the position of Resource Teacher – English Learner Services.

**Resource Teacher – ELS  
position**  
Established

It was moved by Lecko, seconded by Winet, and carried unanimously to approve Revised Job Description – Technology Resource Teacher.

**Revised Job Description -  
Technology Resource Teacher**  
Approved

It was moved by Lecko, seconded by Turner, and carried unanimously to approve establishment of a New Position and Placement at Range 64 on the Classified Salary Schedule for a Child Nutrition Accounting Specialist.

**New Position – Child  
Nutrition Acctg. Specialist**  
Approved

It was moved by Winet, seconded by Lecko, and carried unanimously to adopt Resolution 12-13-41, Elimination and/or Reduction of Classified Positions.

**Res. 41, Elim. &/or Reduction  
of Classified Positions**  
Adopted

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

Mr. Lecko announced he attended the last Personnel Commission meeting. He also stated he recently met with Jennifer Bradford and Byron Lindsay, representatives of the Teachers Assn., who shared their visions for the District.



Mr. Lecko announced he met with Mark Arapostathis in his role as a La Mesa Council Member in an effort to understand the relationship between the City and District.

Mr. Lecko announced he participated on the panel for principal interviews. He complemented Claudia Bender and Karen Walker for setting up the interviews with such talented and dedicated candidates.

Mr. Lecko announced he attended a PTA meeting at Fletcher Hills Elementary and spent some time with Principal Tina Sardina. He commented on the strong parent involvement at this school.

Mr. Duff announced he attended the La Mesa City Council meeting in support of the Superintendent, who spoke to the Council regarding the District's objection of the Property-Based Business Improvement District (PBID).

It was agreed the following Board representatives will attend middle school promotions on June 14, 2013: PKMS: Duff; LPMS: Turner; LMMS: Baber, Lecko; SVMS: Winet; Quest Academy: Winet, Turner. Cabinet representatives will be determined at a later date.

The Superintendent announced he would like to invite Jerry Fazio with the East County Boys & Girls Clubs to update the Board during the summer regarding status on the Clubhouse on the La Mesa Middle School campus. It was noted that, after this presentation, it may be appropriate to schedule a joint meeting with the City Council to discuss this project, road construction in the area etc.

Mr. Lecko suggested the Superintendent send a letter to City Council and staff members to attend the Board meeting to hear Mr. Fazio's presentation.

At 9:15 p.m. the President announced a recess.

### **CLOSED SESSION**

### **CLOSED SESSION**

At 9:25 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; Student Discipline (File 05-07-13-1); and Public Employee Performance Evaluation – Superintendent. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 9:50 p.m. the Assistant Superintendents Business, Human Resources and Learning Support left the session.

At 11:00 p.m. the President reconvened the meeting and announced the Board took the following action in closed session:

It was moved by Winet, seconded by Turner, and carried unanimously to accept the stipulated expulsion of a student (05-07-13-1).

**Stipulated Student Expulsion**  
**(05-07-13-1)**  
Accepted

The meeting was adjourned at 11:00 p.m.

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Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held May 21, 2013.

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Rick Winet, Clerk of the Board of Education