

La Mesa-Spring Valley School District

Board of Education

June 4, 2014

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: Wednesday, June 4, 2014 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

1. 60th Anniversary of Brown v. Board of Education Speech Contest – District Winners

APPROVAL OF AGENDA

Action

HEARING(S)

1. Public Hearing – General Matters Regarding Education
2. Public Hearing – Local Control and Accountability Plan (LCAP)
3. Public Hearing – 2014-15 Proposed District Budget

REPORTS OF OFFICERS OF THE BOARD

1. 2014-15 Proposed District Budget

Information

NEW BUSINESS

BUSINESS SERVICES

1. Consent Calendar*
 - a. Ratification of Purchase Orders and Warrants
 - b. Approval of Institutional Memberships
2. Approval of Auction Sale of Surplus Items

Action

Action

- | | | |
|----|--|-------------------|
| 3. | Resolution 13-14-25, Temporary Interfund Transfers Between District Governmental Funds | Roll Call
Vote |
| 4. | Resolution 13-14-26, Designating Persons to Prepare and Submit Documents Pertaining to Impact Aid Under PL 874 | Roll Call
Vote |

LEARNING SUPPORT

- | | | |
|----|--|--------|
| 1. | Authorization to Enter Into a Memorandum of Understanding with San Diego Center for Children: East County Outpatient Services | Action |
| 2. | Authorization to Enter Into a Memorandum of Understanding with Novata Behavioral Health, Family Forces Program | Action |
| 3. | Authorization to Enter Into a Memorandum of Understanding with Rady Children's Hospital – San Diego for Vision and Hearing Screening | Action |
| 4. | Acceptance of 2014 State Preschool Program Annual Report | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|---|--------|
| 1. | Standard Human Resources Recommendations | Action |
| 2. | Authorization to Enter into a Clinical Practicum Agreement with California State University, Northridge | Action |
| 3. | Approval to Establish New Classified Supervisory Position of Supervisor, Facilities and Custodial Services with Recommended Annual Salary of \$57,892 Step A to \$73,338 Step F | Action |

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)
2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)
3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)
4. Non-Reelection of Temporary Certificated Employee(s) for the 2014-15 School Year (EC 44954)

5. Non-Reelection of Certificated Probationary Employee(s)
6. Discussion regarding Public Employee Appointment – Elementary Principals (GC 54957)

HUMAN RESOURCES RECOMMENDATIONS (cont.)

4. Appointment of Elementary Principals

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

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
June 4, 2014

PREPARED BY: **Brian Marshall**
 Superintendent

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

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

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

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

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014

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

ITEM NUMBER: H-2 Public Hearing
Local Control and Accountability Plan (LCAP)

Pursuant to the new public hearing requirements created by Education Code Section 52060(b)(1), the Governing Board of a school district is required to hold a public hearing to solicit recommendations and comments from the public regarding specific actions and expenditures proposed in the Local Control Accountability Plan (LCAP). The public hearing for the LCAP shall be held at the same meeting as the public hearing required by Education Code 42127 for the budget.

Paragraph (2) of Education Code Section 52060(b) requires the governing board of a school district to adopt the LCAP in a public meeting held after, but not on the same day as, the public hearing held pursuant to paragraph (1). The meeting to adopt the LCAP shall be the same meeting as that during which the governing board of the school district adopts a budget pursuant to Education Code Section 42127.

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
June 4, 2014

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: H-3 Public Hearing
2014-15 Proposed District Budget

Education Code 42127 requires the governing board of a school district to hold a public hearing prior to July 1 of each year on the budget to be adopted for the subsequent year. The agenda for the public hearing must be posted at least 72 hours before the public hearing and shall include the location where the budget will be available for public inspection.

In accordance with the new public hearing requirements created by Education Code Section 52060(b)(1), the public hearing for the budget must be held at the same meeting as the public hearing for the LCAP.

In accordance with Education Code 42127, the budget was made available for public inspection on May 30, 2014.

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

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La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014

PREPARED BY: Lori Wigg
 Assistant Superintendent, Business Services

ITEM NUMBER: **R-1 Reports of Officers of the Board**
 2014-15 Proposed District Budget

The 2014-15 proposed District budget was developed based upon the Governor's May Budget Revision combined with assumptions developed by School Services of California, Inc. and recommendations from the San Diego County Office of Education. Revenues were projected based on funding estimates from the Department of Finance for the Local Control Funding Formula (LCFF) using a Cost-of-Living Adjustment (COLA) of .86% for the base grants and a gap funding percentage of 28.05%. Average Daily Attendance (ADA) was projected to decrease to 11,538; however, funding projections were calculated based on actual ADA from 2013-14 of 11,562. No additional revenues were projected for Common Core in 2014-15.

Staffing and departmental changes have been updated in the 2014-15 budget projection. Salary projections for 2013-14 use actual calculated data for all existing employees, adjusted for step-and-column movement and program changes. Staffing projections for 2014-15 through 2016-17 were revised to reflect the implementation of class-size reduction in kindergarten, the opening of the La Mesa Arts Academy and full salary restoration for all bargaining units beginning in 2014-15. Statutory benefits were projected using actual rates for 2013-14 and proposed rates for 2014-15 through 2016-17. The STRS rate, currently at 8.25%, is projected to increase to 9.50% in 2014-15; 11.10% in 2015-16; and 12.70% in 2016-17. Health and Welfare expenses were projected to increase by 5%. The Deferred/Routine Restricted Maintenance account was increased to reflect additional services and expenditures as defined in the Local Control Accountability Plan (LCAP). Additional funds were added to the budget for Supplemental and Concentration grants to support interventions and other activities specified in the LCAP. All other expenditures were updated to account for increases as a result of inflation.

Additional information on the budget will be presented by Lori Wigg, Assistant Superintendent, Business Services, who will respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: B-1a New Business (Consent Calendar)
Ratification of Purchase Orders and Warrants

Action Item

Purchase orders and warrants 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: 168 purchase orders have been processed, numbered H54101 through H54268, totaling \$1,182,264.12.
- II. Warrants: 229 warrants have been issued, dated May 9, 2014 through May 23, 2014, totaling \$562,329.30.
- III. Revolving Cash Fund Reimbursements: Zero (0) checks have been processed since the last Board meeting.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify these purchase orders and warrants.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014

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

ITEM NUMBER: **B-1b New Business (Consent Calendar)**
 Approval of Institutional Memberships

Action Item

Institutional memberships, in various organizations of special interest, provide the District with valuable program, technical, and political resources. Each year the list of organizations is reviewed for possible additions or deletions. Following is the proposed list of District institutional memberships for 2014-15:

<u>NAME OF ORGANIZATION</u>	<u>ESTIMATED FEE</u>
Association of California School Administrators (ACSA)	\$1,780
California Association of Educational Office Professionals	\$55
California Association of School Business Officials (CASBO)	\$775
California School Boards Association	\$13,625
California School Boards Association (GAMUT On-Line)	\$3,150
California School Boards Association (Manual Maintenance)	\$3,520
Industrial Storm Water Joint Powers Authority Group	\$3,496
La Mesa Chamber of Commerce	\$250
Municipal Storm Water Management Group	\$3,065
North County Educational Purchasing Consortium	\$200
San Diego County School Boards Association	\$480

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize these institutional memberships for the 2014-15 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: B-2 New Business
Approval of Auction Sale of Surplus Items

Action Item

Attached is a list of items that are surplus to the District. The items have been surveyed and are no longer used. These items will be sold at an auction conducted by InterSchola in accordance with Education Code 17545.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached list of surplus items for their disposal under the provisions of the Education Code.

SHOP EQUIPMENT FOR AUCTION

3 EACH	ARC WELDER (LINCOLN)
1 EACH	BANDSAW (ROCKWELL)
1 EACH	BANDSAW (DELTA)
1 EACH	SCROLL SAW (RYOBI)
1 EACH	SCROLL SAW (MULTIMAX)
2 EACH	WELDING ROD HEATER/DRYER
1 EACH	BLUEPRINT PLAN HOLDER
2 EACH	DISC SANDER (DELTA)
1 EACH	LATHE (ROCKWELL)
1 EACH	LATHE (POWERMATIC)
1 EACH	DUST COLLECTION SYSTEM (PENN STATE)
1 EACH	PRESS (DRAKE)
1 EACH	SHEAR (PECK STOW & WILLCOX)
2 EACH	DRILL PRESS (ROCKWELL)
2 EACH	GRINDER (STANLEY)
2 EACH	WIND TUNNEL (PITSCO)
5 EACH	BENCH VISE

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business **Action Item**
Resolution 13-14-25, Temporary Interfund Transfers Between District
Governmental Funds

ROLL CALL VOTE

Education Code section 42603, allows the governing board of any school district to approve monies held in any fund or account to be temporarily transferred to another fund or account of the District for payment of obligations. The transfers shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account.

Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred. The remaining Proposition M bond funds (Fund 21) will not be utilized for any interfund borrowing.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 13-14-25, to establish temporary interfund transfers between District governmental funds.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 13-14-25
RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS
BETWEEN DISTRICT GOVERNMENTAL FUNDS

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code section 42603, and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

WHEREAS, all fund repayments will include interest earned.

THEREFORE, BE IT RESOLVED that the Governing Board of the La Mesa-Spring Valley School District, in accordance with the provisions of Education Code section 42603, adopts the following authorization for fiscal year 2014-15 to temporarily transfer funds between District governmental funds, provided that all transfers are approved by the Superintendent or his designee.

PASSED AND ADOPTED by the Governing Board on June 4, 2014, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

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

WITNESSED my hand this 4th day of June 2014.

Clerk/Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

PREPARED BY: Lori Wigg
Assistant Superintendent, Business Services

ITEM NUMBER: B-4 New Business **Action Item**
Resolution 13-14-26, Designating Persons to Prepare and Submit
Documents Pertaining to Impact Aid Under PL 874

ROLL CALL VOTE

In order to participate in Federal Impact Aid under PL 874, it is necessary for the Board to designate, by name and title, authorized representatives to prepare and submit all necessary documents pertaining to PL 874.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 13-14-26, designating Brian Marshall and Lori Wigg as authorized representatives to execute all documents pertaining to PL 874.

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

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

ITEM NUMBER: LS-1 New Business

Action Item

Authorization to Enter Into a Memorandum of Understanding with San Diego Center for Children: East County Outpatient Services

For more than ten years San Diego Center for Children: East County Outpatient Services (ECOPS) has provided mental health services to qualifying students and families of the District. These services are provided through 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.

Attached is the Memorandum of Understanding with the San Diego County Center for Children: East County Outpatient Services describing 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 San Diego Center for Children: East County Outpatient Services.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into and executed as of May 1, 2014, by and between San Diego Center for Children - East County Outpatient Counseling Program ("Provider"), 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, 2014 through June 30, 2017. 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 Provider: Cheryl Rode, Ph.D. Senior Clinical Director / or Designee: _____

For the District: Brian E. Marshall, Superintendent / 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. 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.

5. 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.

6. 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: San Diego Center for Children

DISTRICT: La Mesa Spring Valley School District

Name: Cheryl Rode, Ph.D., Title: Senior Clinical Director

Name: _____ Title: _____

Signature: Cheryl Rode

Signature: _____

Date: 5/1/2014

Date: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

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

ITEM NUMBER: LS-2 New Business
Authorization to Enter Into a Memorandum of Understanding with
Novata Behavioral Health, Family Forces Program

Family Forces is a program designed to provide counseling services to military families. The program strives to provide a service delivery that is accessible and affordable to those it serves. Family Forces aims to provide counseling services in a location that is convenient and suitable for the family, whether that is in an office setting, in their home or on-site at a school.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached Memorandum of Understanding with Novata Behavioral Health, Family Forces Program.

MEMORANDUM OF UNDERSTANDING
BETWEEN
NOVATA BEHAVIORAL HEALTH, FAMILY FORCES PROGRAM
AND
La Mesa- Spring Valley SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between La Mesa- Spring Valley School District, 4750 Date Avenue, Ca. 91942; ("School"); and Novata Behavioral Health, Family Forces Program ("Provider") 10065 Old Grove Road, San Diego, CA 92131, with respect to the following matters:

- A. The parties of this MOU desire to provide mental health services, including individual, family, and group psychotherapy services, under the Novata Behavioral Health, Family Forces Program to students who are eligible for Tricare services.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the Family Forces Program.

NOW, THEREFORE, the parties agree as follows:

1. **Program Description.** The Family Forces Program shall be operated in accordance with the following:
 - a) PROVIDER shall provide services to students who attend the aforementioned school pursuant to federal and state law governing mental health service delivery to eligible students.
 - b) Family Forces Program services may include assessment, evaluation, individual, family, and group psychotherapy services, as authorized by federal and state law.
 - c) Family Forces therapists will only be on-site during normal school hours on day/s agreed upon by both parties.

2. **Term and Termination.** The term of services is for fiscal year 2014-2015 with the option of yearly renewal for subsequent years. 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 this notice for the parties are set forth below:

For the Provider: Erica Keus, Program Manager, Family Forces program, Novata Behavioral Health, 10065 Old Grove Road, San Diego, CA 92131.

For the District: Brian Marshall, Superintendent, or designee, La Mesa- Spring Valley School District, 4750 Date Avenue, Ca. 91942.

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

- a) Designations of locations to be used by the Family Forces Program for the provision of direct services to students on the dates and times to be agreed upon by the parties.
- b) Facilitate awareness of the Family Forces Program in the district and community via communication, collaboration, and information sharing.
- c) Identification and referral of eligible students with parental consent to Provider for Family Forces services.
- d) Shall provide direct access for Family Forces Program to academic and discipline files, including the cumulative file. The exchange of information congruent with ethical and legal guidelines, District Administrative Regulations and Board Policies.
- e) Designation of staff to act as a liaison with Provider to assist in the implementation of the Family Forces Program.

4. **Provider Responsibilities.** Provider's responsibilities shall include the following:

- a) Provider shall provide Family Forces Program services to eligible students referred by the District by employing qualified staff, per state and federal regulations.
- b) Submission of monthly reports to the District specifying the number of students referred for services, the number of student 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 act as a liaison with District to assist in the implementation of the Family Forces Program.

5. **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 adopted pursuant thereto.
6. **Independent Contractor Status:** Family Forces Program and any and all agents, officers, and employees of Family Forces shall perform and service required as independent contractors, and not as officers, agents, or employees of District. Both parties acknowledge that the Provider is an independent contractor, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise, or partnership between the parties and neither party shall so hold itself out. Neither party shall have a right to obligate or bind the other party in any manner whatsoever. The District will not provide Worker's Compensation coverage to any and all agents, officers, and employees of Family Forces for injury or disease arising out of their use of the district's facility while offering services under the auspices of the Family Forces program.
7. **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 the terms of this agreement.

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

NOVATA BEHAVIORAL HEALTH

By: _____
Name Rebecca Culjat Date _____
Title Chief Operating Officer, Novata Behavioral Health

LA MESA- SPRING VALLEY SCHOOL DISTRICT

By: _____
Name Brian Marshall Date _____
Title Superintendent
La Mesa- Spring Valley School District

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

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

ITEM NUMBER: LS-3 New Business **Action Item**
**Authorization to Enter Into a Memorandum of Understanding with Rady
Children's Hospital – San Diego for Vision and Hearing Screening**

Rady Children's Hospital – San Diego has been providing state mandated vision and hearing screening to District student's for over twenty years. They provide qualified, credentialed nurses to complete the screening at each site. The team from Children's Hospital works collaboratively with District nurses to assure screenings are completed in a timely manner.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached Memorandum of Understanding with Rady Children's Hospital – San Diego.

**AGREEMENT BETWEEN
RADY CHILDREN'S HOSPITAL-SAN DIEGO
AND
LA MESA-SPRING VALLEY SCHOOL DISTRICT**

This Agreement is dated as of July 1, 2014 by and between Rady Children's Hospital-San Diego, a California nonprofit public benefit corporation, ("CHILDREN'S") with its principal address at 3020 Children's Way, San Diego, California and La Mesa-Spring Valley School District ("SCHOOL") with its principal address at 4750 Date Avenue, La Mesa, California.

WHEREAS, CHILDREN'S is an acute care pediatric hospital duly licensed by the State of California and accredited by the Joint Commission ("JC") that provides school screening services ("Services").

WHEREAS, SCHOOL provides educational services to students who are in need of certain Services;

WHEREAS, SCHOOL desires to engage CHILDREN'S for the provision of Services on-site at SCHOOL in order to minimize disruption to student's educational experience and CHILDREN'S is willing to assume such responsibilities for the provision of these Services on the terms and conditions contained herein; and

WHEREAS, the parties desire to summarize their understandings concerning Services to be rendered and facilities to be provided by each to the other and payment therefore by each to the other.

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

1. Obligations of CHILDREN'S

- 1.1 CHILDREN'S agrees to designate a duly qualified credentialed School Nurse ("PROVIDER") to provide professional services set forth in the Description of Services (attached hereto as Exhibit 1.1).
- 1.2 CHILDREN'S shall ensure that at all times during the Term of this Agreement that PROVIDER: (1) is duly licensed to provide such Services in the State of California; (2) is in good standing with the applicable licensing board of California; (3) is covered by professional liability insurance in accordance with this Agreement; (4) complies with all applicable licensing requirements under California law; and (5) is, and remains, a participating provider in the federal and state government health care programs, including but not limited to Medicare and Medi-Cal programs (Titles XVIII and XIX of the Social Security Act, respectively).

- 1.3 CHILDREN'S shall be solely responsible for the compensation of PROVIDER providing Services under this Agreement. CHILDREN'S shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its PROVIDER insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms.
- 1.4 CHILDREN'S PROVIDERS will comply with the District policy and procedure of documentation of times when PROVIDER arrives and leaves the school campus.
2. **Performance Standards.** At all times during the Term of this Agreement, CHILDREN'S and PROVIDER shall use best efforts to ensure that PROVIDER shall comply with the following performance standards:
 - 2.1 The PROVIDER shall provide services hereunder in a competent, professional and ethical manner, in accordance with prevailing standards of therapeutic practice, and all applicable statutes, regulations, rules, orders and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction.
 - 2.2 The PROVIDER shall comply with all applicable federal, state and local laws and with orders or directives of any governmental agency, accrediting organization, peer review organization, or court of competent jurisdiction, including, but not limited to, the standards of the Joint Commission ("JC"), including but not limited to any and all applicable laws and standards relating to privacy, confidentiality, documentation and record retention.
3. **SCHOOL Responsibilities.**
 - 3.1 The SCHOOL shall, at its sole expense, subject to regulatory and budgetary requirements, and any necessary approval of the School Board, which approval shall not be unreasonably withheld, furnish such space, facilities, and accommodations as may be reasonably necessary for the timely, professional and competent provision of Services. The SCHOOL shall, among other things, provide adequate work space for the PROVIDER to ensure the confidentiality and privacy of the provision of such Services.
 - 3.2 The SCHOOL shall, at its sole expense, furnish ordinary janitorial service, waste and hazardous waste disposal, laundry, gas, water, heat, air conditioning, telephone and such electricity for light and power, and other utilities as are reasonably necessary for the proper provision of Services.
 - 3.3 The SCHOOL shall assign appropriate individuals to assist with the supervision of students being brought to the screening, during the screening, and returning to their classroom.
4. **Financial Terms**
 - 4.1 SCHOOL agrees to compensate CHILDREN'S for Services provided hereunder in accordance with Exhibit 4.1.

- 4.2 SCHOOL agrees that all revenue from the provision of Services shall belong to CHILDREN'S. CHILDREN'S shall have the sole responsibility for establishing, billing, and collecting all charges for Services rendered by PROVIDER to SCHOOL students.
- 4.3 SCHOOL shall neither bill nor collect for the provision of Services to students by CHILDREN'S.

5. Term

The term of this Agreement shall begin on July 1, 2014 and end on June 30, 2015. This Agreement may be renewed only by written agreement by both parties, unless sooner terminated as set forth below.

6. Termination

- 6.1 This Agreement may be terminated at any time by any party, with or without cause, by written notice to the other parties with thirty (30) days written notice during the Term of this Agreement.
- 6.2 Either party may terminate this Agreement immediately upon:
- 6.2.1 Any petition for bankruptcy, dissolution, liquidation, winding up of the affairs of, or the cessation of the provision of Services by CHILDREN'S;
 - 6.2.2 CHILDREN'S failure to maintain the necessary regulatory approvals, licenses, or accreditations to operate an acute care pediatric hospital; or
 - 6.2.3 A material breach by either party of any of their respective obligations under this Agreement if such breach remains uncured for more than thirty (30) days after the giving of written notice of the circumstances of the material breach. A waiver of the breach of any term or condition of this Agreement by either party shall not constitute a waiver of any concurrent or subsequent breach or breaches.
- 6.3 Effect of Termination
- 6.3.1 Upon termination of this Agreement, as provided above, no party shall have any further obligation hereunder, except for (1) obligations occurring prior to the date of termination, including but not limited to all payments for services rendered prior to and including the date of termination; and (2) obligations, promises, or covenants contained herein which are intended to extend beyond the term of this Agreement, including without limitation any indemnities, access to books and records, and confidentiality as herein required.
 - 6.3.2 Upon termination or expiration of this Agreement, SCHOOL shall pay to CHILDREN'S the amount, if any, of monies accrued and due, but unpaid hereunder, as of the date of said termination or expiration.

7. **Confidential Information**

- 7.1 **Compliance with Laws Governing Confidentiality and Privacy.** SCHOOL acknowledges that CHILDREN'S is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA") and regulations promulgated thereunder ("HIPAA Regulations"). CHILDREN'S shall use reasonable efforts to preserve the confidentiality of Protected Health Information, as that term is defined by HIPAA Regulations. SCHOOL acknowledges and agrees that CHILDREN'S is permitted to use and disclose such information to the extent that such use and disclosure is required or permitted by HIPAA, HIPAA Regulations and applicable state laws. SCHOOL and CHILDREN'S shall amend this Agreement as necessary to comply with any amendments to such laws or regulations and to comply with any regulations promulgated pursuant to such laws.

8. **Indemnification and Insurance**

- 8.1 The parties shall indemnify, defend, and hold each other harmless against any loss, cost, damage, liability, action, claims, cause of action, allegation, order, judgment, settlement, obligation or expense (including court costs, attorney's and consultant's fees) incurred by a party because of the negligent and/or unintentional acts or omissions of the other party, its employees, agents, and/or representatives.
- 8.2 CHILDREN'S shall, at its expense, obtain and maintain in force during the Term the following insurance coverage:
- 8.2.1 A policy of workers' compensation insurance, in amounts required by law, covering all CHILDREN'S employees;
- 8.2.3 A policy of professional and liability insurance covering the services to be provided by CHILDREN'S PROVIDER pursuant to this Agreement in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.
- 8.3 SCHOOL shall, at its expense, obtain and maintain in force during the Term the following insurance coverage:
- 8.3.1 A policy of workers' compensation insurance, in amounts required by law, covering all SCHOOL employees; and
- 8.3.2 A policy of comprehensive general liability insurance and contractual liability with broad form property damage endorsement in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit with respect to personal injury, death, or damage to property.
- 8.4 **Proof of Insurance.** Upon request, but no more than annually, CHILDREN'S and SCHOOL shall each provide the other with Certificates of Insurance and such other proof of insurance

reasonably satisfactory to evidence that the insurance required pursuant to this Agreement is in full force and effect.

- 8.5 Claims Made Insurance - Tail Coverage. If any policy of insurance required to be provided by either party, under this Section 8 is provided by a claims-made form of policy, the procuring party or parties shall only utilize such coverage if "tail" or extended reporting coverage for a period of at least five (5) years following the termination or expiration of the policy is available, and the procuring party shall notify the other party of the existence of such coverage.

9. Additional Terms

9.1 Relationship between the Parties/Representations.

9.1.1 None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not and shall not be construed to be in a relationship of joint venture, partnership or employer-employee. It is expressly understood and agreed that CHILDREN'S and SCHOOL shall at all times act as independent contractors. PROVIDER shall not have any claim under this Agreement against SCHOOL for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, health insurance benefits, unemployment insurance benefits, or employee benefits of any kind. SCHOOL shall not have nor exercise control or direction over the methods by which PROVIDER performs Services at SCHOOL.

9.1.2 Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name or the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided for herein.

- 9.2 Governing Law: This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed and construed by the laws of the State of California.

- 9.3 Benefit, Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither this Agreement nor any rights hereunder shall be assignable by either party without the express written approval of the other party.

- 9.4 Amendment: This Agreement may be amended, supplemented or modified only by written instrument executed by the parties. No waiver of any provision of this Agreement shall be binding unless executed in writing by the parties.

- 9.5 Severability: Should any provision of this Agreement or application thereof be held unenforceable or invalid, the remainder of this Agreement shall not be affected and shall

continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.

- 9.6 Notice: Any notices, approvals, specifications, requests, consents, or demands required, permitted, or desired to be given hereunder shall be in writing and shall be considered effective as of the date of either (a) in hand delivery; (b) mailed by prepaid registered or certified mail, return receipt requested; or (c) sent by a nationally recognized overnight courier service addressed as follows:

AS TO CHILDREN'S:

Rady Children's Hospital – San Diego
3020 Children's Way, MC 5090
San Diego, California 92123-4282
Attention: Diana Chase, Supervisor, Government Affairs and School Health

AS TO SCHOOL:

La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, California 91941
Attention: Ginger Radenheimer, Coordinator, Student Interventions

- 9.7 Entire Agreement: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties.
- 9.8 Counterparts: This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below by their duly authorized representatives.

SCHOOL

By: Brian Marshall
Its: Superintendent
Date: _____

RADY CHILDREN'S HOSPITAL – SAN DIEGO

By: Margareta E. Norton
Its: Senior Vice President/Chief Operating Officer
Date: _____

EXHIBIT 1.1

DESCRIPTION OF SERVICES

CHILDREN'S shall provide:

- Specified mandated hearing, vision screening and retests for regular education and Special Education students (including new students)
- Documentation of results on A – Z class lists and a complete tally for each screening date in a format that can be translated for state reports.
- Written results and will be given to the School Health Office, or to the appropriate school personnel at the end of each screening day.
- Staff to provide rescreens for students that fail initial screening.
- Assurance that all personnel who provide the screening services have the necessary licensure and credentials and annual TB screening.
- Invoice SCHOOL on a monthly basis for Services provided in the preceding month.

The SCHOOL shall provide:

- The start time for each school in the district.
- The number of students enrolled in each grade to be screened at each school.
- The schedule for the students for each day of screening.
- Adequate and appropriate space for the screenings.
- Tables, chairs, and easy access to electrical outlets.
- A – Z class lists for each screener on the day of screening.
- The results to the parent/legal guardian and any applicable referrals.
- Remit payment to CHILDREN'S within thirty (30) days of receipt of invoice by CHILDREN'S

EXHIBIT 4.1

FINANCIAL TERMS FOR SERVICES BY CHILDREN'S

For Services SCHOOL shall pay to CHILDREN'S the following 2014-2015 School Screening Services Rates as follows below.

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$2.90
Initial screening of vision:	\$2.90
Initial screening of color perception:	\$2.90
Difficult to test hearing or vision screening:	\$6.05
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$66.50
Scoliosis initial and rescreens/Hourly rate-per screener:	\$66.50
Special Education screening or retest of hearing or vision/Hourly rate-per screener	\$66.50
School Nurse Hourly rate-per screener (rescreens special education, etc.):	\$66.50
Clerical Staff assisting with rescreens, special education, etc./Hourly rate Hourly Rate	\$26.50

**All rates are per screening unless otherwise indicated.*

CHILDREN'S shall invoice SCHOOL on a monthly basis for Services provided in the preceding month. SCHOOL shall remit payment to CHILDREN'S within thirty (30) days of receipt of invoice by CHILDREN'S

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

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

ITEM NUMBER: LS-4 New Business
Acceptance of 2014 State Preschool Program Annual Report

Action Item

The Desired Results System implemented by the California Department of Education, Child Development Division, guides the State-funded preschool program. The District is required to submit an annual report and provide this information to the Board.

Attached is the Annual Program Self-Evaluation prepared by Rita Schwartz, Preschool Supervising Director, and preschool staff.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept the 2014 State Preschool Program Annual Report.

Program Self-Evaluation Cover Page (CD 4000)

Contractor's Legal Name La Mesa-Spring Valley School District		Vendor Number 37-6819	
Contract and Age	<input checked="" type="checkbox"/> CSPP	Number of Classrooms	7
	<input type="checkbox"/> CCTR – (Infant/Toddler)	Number of Classrooms	
	<input type="checkbox"/> CCTR – (School Age)	Number of Classrooms	
	<input type="checkbox"/> Education Network – (Infant/Toddler)	Number of Homes	
	<input type="checkbox"/> Education Network – (Preschool)	Number of Homes	
	<input type="checkbox"/> CHAN	Number of Classrooms	
	<input type="checkbox"/> CMIG – (Infant/Toddler)	Number of Classrooms	
	<input type="checkbox"/> CMIG – (Preschool)	Number of Classrooms	
<p>Describe the Program Self-Evaluation Process (Note: This area expands as necessary.) On June 4, 2013, the 2012-13 Program self Evaluation was presented to the Governing Board.</p> <p>In August 2013, the 2012-13 Program Self Evaluation was shared with the teaching/program staff. At this time the Supervising Director also shared program time lines for the 2013-14 school year with the staff.</p> <p>Teachers completed Developmental Profiles 60-calendar days after student's enrollment and a second assessment was completed 6-months later. Data was compiled at the classroom level and summaries were completed; lesson plans for individuals and groups were developed based on DRDP profile findings.</p> <p>The Supervising Director compiled the 60-day classroom data to use for the agency's program self evaluation and to identify trends.</p> <p>Parent-teacher conferences were held in the Fall and Spring.</p> <p>In November 2013, a copy of the 2012-13 program self evaluation was shared with parents (this meeting was originally planned for September, but was rescheduled to encourage more parent participation). Participating parents received agency parent survey results, an overview of the ECER scales and were encouraged to participate in upcoming parent workshops at their sites.</p> <p>During the first week of December 2014, the teachers and paraprofessionals completed an ECERS-R profile for their own classrooms and wrote action plans reflecting findings. The Supervising Director compiled the classroom data and the results were shared at the February staff meeting. The "Activities" subscales were found to hold our lowest scores. Staff acknowledged that more training on the ECERS Tool would be beneficial. A summary of findings was written by the Supervising Director.</p> <p>Parent Surveys were distributed and completed in February 2014. Parent Survey results and findings were shared with teachers and staff at the March 2014 staff meeting. Teachers received the agency results and their own site results. Key findings were discussed and noted. 100% of the responding families were 'satisfied' or 'very satisfied' with the overall quality of this program. The program will continue to offer parent workshops at the sites, which were</p>			

positively received by parents. A Math Literacy workshop will be added for the 2014-15 school year. The Supervising Director completed a Parent Survey Summary of Findings.

At the May 2014 staff meeting, teachers revisited and reflected on the DRDP data, the classroom summary written in November 2013 and the second assessment data collected in April 2014. Small groups discussed and identified successes and areas for growth. Staff also identified staff development needs for the 2014-15 school year, based on the second assessment results. The Domain of Language and Literacy had our lowest percentages at the 'Building' and 'Integrating' levels. Teachers requested more staff development specific to phonological awareness; Letter and Word Knowledge and Comprehension of age-appropriate text presented by adults.

Using 60-day DRDP data, second assessment data and identified staff development needs. . The Desired Results Program Action Plan was written in May 2014 by the Supervising Director for the 2013-14 Program Self Evaluation.

The completed 2013-14 Program Self Evaluation will be shared with parents on June 3, 2014.

The completed 2013-14 Program Self Evaluation will be shared with teachers on June 5, 2014.

The completed 2013-14 Program Self Evaluation will be presented to the Governing Board on June 4, 2014

A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.		Date June 4, 2014
A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.		Date June 5, 2014
A copy of the Program Self-Evaluation will be/has been presented to parents.		Date June 3, 2014
Statement of Completion I certify that a Program Self-Evaluation was completed.	Signature <i>Karen Walker</i>	Date 5/27/14
	Name and Title Karen Walker Assistant Superintendent, Learning Support	Phone Number (619) 668-5700 x6387

**Desired Results Developmental Profile Summary of Findings
And Program Action Plan – Program or Network Level (CD 4001A)**

Contractor Name: La Mesa-Spring Valley School District	
Contract Type, and/or FCCHEN CSPP	Age Group (Infant/Toddler, Preschool, School-Age) Preschool
Planning Date May 20, 2014	Lead Planner's Name and Position Rita Schwartz, Supervising Director
Follow-up Date(s) 08/2014; 11/2014; 01/2015; 03/2015	Lead Planner's Name and Position

This form can be expanded and is not limited to a single page.

Key Findings by Domain from Developmental Profiles	Educational Program Goal(s)	Action Steps (i.e. address activity planning, curriculum modifications, materials required, staff or program schedules, child-staff interactions, classroom use of space, professional development, parent education, and/or community outreach)	Expected Completion Date and/or Ongoing Implementation and Persons Responsible
Ask: Where is the program now? 73% of the Preschool children are at the 'Building' or 'Integrating' levels in the Domain of Language and Literacy	Ask: Where does the program want to go? 80% of the preschool children will be at the 'Building' or 'Integrating' levels after the second assessment period for the 2014-15 school year.	Ask: How does the program get there? <ul style="list-style-type: none"> Program and teaching staff will participate in workshops which address the Language and Literacy Preschool Learning Foundations. Program teaching staff will participate in staff development focusing on how language develops 	Ask: By when? March 2015 Supervising Director CPIN (Region 9) Teachers March 2015 Supervising Director Speech and Language Specialist Teachers

Desired Results Program Action Plan – Reflection on Action Steps (CD 3900)

Contractor Name: La Mesa-Spring Valley School District		
Contract Type, and/or FCCHEN CSPP		Age Group (Infant/Toddler, Preschool, School-Age) Preschool
Planning Date: May 20, 2014		Lead Planner's Name and Position Rita Schwartz, Supervising Director of Preschool
Follow-up Date(s) 08/2014; 11/2014; 01/2015; 03/2015		Lead Planner's Name and Position

This form can be expanded and is not limited to a single page.

Reflection: Review each Program Action Plan (CD 4001A) submitted in the FY 2012-13 Program Self-Evaluation Report. As the FY 2012-13 Action Steps would be different or unique to the contract type and age group, a separate reflection and narrative for each is required.

Below, provide a narrative summarizing the outcome of each action step. Record how each action step was successfully accomplished. If there were modifications or revisions to the action steps, reflect on and record the outcome of those changes.

Action Step #1: "Program teaching staff will participate in workshops which address the Language and Literacy Preschool Learning Foundations and the English Language Development Learning Foundations." In the summer of 2013, the Supervising Director worked with 3 teachers to create and organize a Literacy workshop for the parents of our students. Using the Foundations and current research, we created a workshop that each classroom teacher shared with their families in November/December 2013. Before scheduling the workshop, staff development training was held. The teaching staff reviewed all materials, including the Language and Literacy Foundations. Preparing for this parent workshop added purpose and meaning to our review of the foundations. This workshop, plus 2 others (Volunteering in the Classroom and Kindergarten Readiness/Transition), were well attended and well received by our families. Next year we plan to add a math literacy workshop. An Introduction to the Preschool English Learners Guide was offered in November 2013 through CPIN (Region 9). Nine teachers and staff participated in this workshop.

Action Step #2: "Program teaching staff will participate in staff development focusing on how language develops." I was hopeful, but unable to secure a day the District's Speech and Language Specialist could attend and review important speech milestones with the staff. I plan to offer this staff development in the 2014-15 school year. Our educational goal was to have 75% of the preschool

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

Action Item

The Human Resources recommendations which are attached for consideration at the June 4, 2014, 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 – June 4, 2014

CERTIFICATED:

Approval of Contract:

Effective:

Mendler, Danielle M.	Teacher, Autistic	V-1	05/05/14
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Approval of Acceptance of Resignation:

Buck, Lindsay C.	Teacher (employment elsewhere – from leave)	V-11	06/13/14
Burris, Claudia S.	Elementary Principal (retiring)	01-11	06/27/14
Castillo, Krystal	Teacher, Learning Handicapped (employment elsewhere – from leave)	VI-7	06/13/14
Forte, Vicki K.	Teacher (employment elsewhere – from leave)	VI-15	06/13/14

Approval of Leave of Absence:

Bishop, Cynthia D.	Teacher (employment elsewhere)	06/16/14 – 06/19/15
Nunez, Karen L.	Teacher, Hearing Impaired (family responsibilities)	07/01/14 – 06/19/15

CLASSIFIED:

Approval of Employment – Merit System:

Acosta-Zuniga, Blanca E.	School Office Assistant	34-B	05/27/14
Kearney-Johnson, Noreen T.	Paraprofessional	14-B	05/19/14

Approval of Acceptance of Resignation – Merit System:

Carrillo, Cynthia M.	Library Media Technician (retiring)	31-F+	06/13/14
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Approval of Employment:

Bustos Jr., Angel	Extended School Services Assistant Leader	\$13.59/hr	05/15/14
Cook, Madison L.	Extended School Services Attendant	\$10.33/hr	05/27/14
Jump, Jamie M.	Extended School Services Attendant	\$10.33/hr	05/14/14
Krajnak, Kenneth L.	Extended School Services Attendant	\$10.33/hr	05/16/14
Tripp, Rufina	Playground Attendant	\$8.98/hr	05/13/14

Approval of Termination of Employment:

Anderson, Marissa C.	Extended School Services Assistant Leader (moving from area) and Extended School Services Attendant	05/14/14
Lopez, Matthew A.	Extended School Services Attendant (employment elsewhere)	05/21/14
Newman, Kameron L.	Extended School Services Attendant (resigned)	04/25/14

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

The Pink Shutter, LLC	Lecturer/Presenter (Parkway Middle)	06/10/14
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2013-2014
La Mesa-Spring Valley School District

HUMAN RESOURCES

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES MAY 21 2014

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 Parkway Middle School Date 5-8-14
Consultant/Lecturer/Presenter Name Lance Yabut Soc Sec No _____
Name of Firm or Business The Pink Shutter, LLC Taxpayer ID No (for 1099) _____
Address _____
Background and qualifications of Consultant/Lecturer/Presenter Largest photo booth company in California. Been in business for three years. Business has been shown on television.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split \$
ASB												

☐ Consultant ☒ Lecturer/Presenter Maurice Pearson Date 5-8-14
Signature/Principal or Department Head
Additional Approval (If needed) _____ Date _____ Signature of Assistant Superintendent [Signature] Date 5/24
APPROVED FOR BOARD [Signature] 5/24/14
SUBMISSION: Assistant Superintendent, Human Resources Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 8th day of May, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District*), and The Pink Shutter, LLC (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:

1. **EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
2. **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 June 10, 2014.
3. **COMPENSATION.** The District agrees to pay Contractor the amount of \$379.73 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.
4. **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.

Pink Shutter will provide a photo booth and taking photos at our 8th Grade Dance for the enjoyment of students. Students will get to take home their photos.

13242

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Authorization to Enter into a Clinical Practicum Agreement with
California State University, Northridge

Action Item

Each year, various institutions of higher education request assistance with the professional training of teachers, counselors, speech-language pathologists and psychologists.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize staff to enter into the attached clinical practicum agreement with California State University, Northridge.

CLINICAL PRACTICUM AGREEMENT

This Agreement is between _____,
("Clinical Site") and The Trustees of the California State University on behalf of
California State University, Northridge ("University"), and is effective as of
_____.

A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a fully accredited program offering a Master of Science degree in the field of Speech-Language Pathology and Audiology. The graduate program's accreditation is under the standards of the Western Association of Schools and Colleges; and, the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA).

C. The purpose of this agreement is to provide the graduate training for the Master of Science degree and/or Speech Language Pathology Assistant in Communication Disorders and Sciences, emphasis in Speech-Language Pathology and Audiology. The parties will both benefit by making a clinical training program ("Program") available to University students at Clinical Site.

The parties agree as follows:

I. UNIVERSITY'S RESPONSIBILITIES

A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student's name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Department Faculty. University shall assign members of the department's faculty or University's Clinical Director or University's Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site's Program Supervisor through the term of this agreement in order to assist in the education of the student.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

- 1) Complying with Clinical Site's clinical and administrative policies, procedures, rules and regulations;
- 2) Arranging for his/her own transportation and living arrangements;
- 3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;
- 4) Maintaining the confidentiality of patient information.
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.
 - b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
 - c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 5) Complying with Clinical Site's dress code and wearing name badges identifying themselves as students.
- 6) Insurance requirements. See Section 5, Paragraph B.

F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

II. CLINICAL SITE RESPONSIBILITIES

A. Clinical Experience. Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the ASHA requirement and any state licensure laws, as applicable.

B. Records and Evaluations. Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. Clinical Site's Confidentiality Policies. As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

- 1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.
- 2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.

3) Allocation of sufficient time for the Clinical Site Supervisor to communicate with the University's Distance Learning Clinical Director.

4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.

V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days notice of cancellation to Clinical Site. University shall provide Clinical Site with evidence of the insurance required under this paragraph upon request of the Clinical Site. University shall promptly notify Clinical Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. Student Insurance. School shall require that during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than \$1 million each claim, \$3 million policy aggregate, on a claim made basis including three (3) years extended reporting period. In addition, University shall require that student procures and

maintains in force health insurance coverage throughout the term of the student's clinical practica at the Clinical Site.

C. Clinical Site Insurance. Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Insurance shall provide for not less than thirty (30) days notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Clinical Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Clinical Site's sole negligence, or in proportion to the Clinical Site's comparative fault.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for three years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Pediatric Placements. All pediatric placement contracts will incorporate Exhibit A as part of this agreement.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY
California State University, Northridge

Purchasing & Contract Administration

18111 Nordhoff Street

Northridge, CA 91330-8231

Fax: 818/677-6544

Signature By: _____

Name: _____

Title: Purchasing & Contract
Administration

Date: _____

CLINICAL SITE

Print Name of Site

Print Street Address

Print City and State

Phone #: _____

E-Mail _____

Signature By: _____

Print Name: _____

Print Title: _____

Date: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 4, 2014**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations

Action Item

Approval to Establish New Classified Supervisory Position of Supervisor, Facilities and Custodial Services with Recommended Annual Salary of \$57,892 (Step A) to \$73,338 (Step F), and Revision to Classified Supervisory Salary Schedule

State Law requires school districts to perform various yearly inspections of each school site. These inspections yield data for both School Accountability Report Cards (SARCs) and Williams Settlement reports. Rather than contract out for these inspections, the District has created the position of Supervisor, Facilities and Custodial Services to perform these inspections as well as the duties currently assigned to the Supervisor, Custodial Services position.

This new Supervisor, Facilities and Custodial Services (see attached job description) will replace the current Supervisor, Custodial Services and the Supervisor, Custodial Services position will be abolished.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the new position of Supervisor, Facilities and Custodial Services, with placement on the Classified Supervisory Salary Schedule at \$57,892 (Step A) to \$73,338 (Step F), and a revision to the Classified Supervisory Salary schedule (attached) as presented.

Supervisor, Facilities and Custodial Services

Purpose Statement

The job of Supervisor, Facilities and Custodial Services was established for the purpose/s of overseeing the overall inspecting and cleaning of the District's facilities; directing, supervising and evaluating custodians; ensuring availability of required equipment; ensuring assignments are completed in a safe, proper and timely manner; supervising assigned custodians who provide a safe, clean and attractive facility for students, staff and the public; and assuming the responsibilities of the Director, Maintenance, Operations and Facilities in his/her absence. This position reports directly to and is evaluated by Director, Maintenance, Operations and Facilities. This position provides technical advice to Principals supervising site-based day custodial services. This person is responsible for the entire custodial staff during summer and breaks. Typical work shift is 2 to 10:30 p.m.

Essential Functions

- Communicates with administrators, personnel and outside organizations for the purpose of coordinating activities, resolving issues and exchanging information.
- Conducts facilities assessments and site analyses for the purpose of repairing of facilities recommendations that meet the short and long-term needs of the District.
- Directs the day to day workload and activities of assigned personnel (e.g., activity schedules, recommends hiring, recommends disciplinary actions) for the purpose of providing services within established timeframes and in compliance with all relevant regulations and guidelines.
- Facilitates required annual inspection/certification of fire extinguishers, sprinkler systems for the purpose of complying with State Fire Marshal requirements.
- Inspects all flooring (e.g., carpet, vinyl/linoleum, terrazzo) and arranges for repair or replacement as needed. Maintains an inventory of type/location of flooring throughout the District for the purpose of ensuring safe and clean facilities.
- Maintains custodial equipment for the purpose of ensuring the availability of equipment in safe operating condition.
- Maintains a variety of manual and electronic information, files and records for the purpose of providing complete and accurate documentation and audit trail.
- Monitors, on a daily basis, the custodial services at multiple sites for the purpose of ensuring site safety, maintaining cleaning standards, organizing and scheduling needed maintenance, and/or identifying training needs.
- Monitors site security and acts directly in the reporting of incidents for the purpose of documenting pertinent information and limiting loss and/or liability.

- Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.
- Performs F.I.T. inspections for purposes of compliance with the Williams act, SARC reports and to identify any possible safety issues.
- Performs personnel administrative functions of custodial operations (e.g., interviewing, evaluating, supervising, training) for the purpose of maintaining adequate staffing, enhancing productivity of personnel and achieving objectives within budget.
- Plans and facilitates meetings with a wide variety of internal and external parties for the purpose of receiving and/or conveying information and ensuring that District objectives are met in an effective, timely manner and within budget constraints.
- Prepares a variety of written materials (e.g., reports, summaries, memos, letters, procedures, facilities contracts) for the purpose of documenting activities, providing written reference and/or conveying information.
- Processes various document and reports (e.g., workers compensation claims, time studies, work schedules, facility use permits) for the purpose of providing information required by others and/or provide future reference.
- Procures equipment, supplies and materials for the purpose of maintaining availability of required items and completing jobs efficiently.
- Recommends policies, procedures and/or actions (e.g., facility design programming, third party resources, facility specifications) for the purpose of providing direction for meeting the district's goals and objectives.
- Responds to emergency situations for the purpose of determining and implementing appropriate actions required to resolve situation.
- Serves as the District's Asbestos Hazard Emergency Response Act (AHERA) designee for the purpose of maintaining AHERA books, through biannual inspection and documentation of sites; inspecting condition and locations of Asbestos Containing Building Material (ACBM); identifying possible asbestos before work orders are issued in order to be in compliance with State and Federal requirements.

Other Functions

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in janitorial work;

operating standard office equipment using pertinent software applications; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: health standards and hazards; and safety practices and procedures.

ABILITY is required to schedule a number of activities, meetings, and/or events; gather, collate, and/or classify data; and use basic, job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with similar types of data; and utilize a variety of job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is moderate to significant. Specific ability-based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups; working as part of a team; and meeting deadlines and schedules.

Responsibility

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; directing other persons within a department, large work unit, and/or across several small work units; and tracking budget expenditures. Utilization of some resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the Organization's services.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling; some climbing and balancing; frequent stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 20% sitting, 50% walking, and 30% standing. The job is performed under minimal temperature variations and in a generally hazard free environment.

Experience Job related experience within specialized field with increasing levels of responsibility is required. Experience in evaluating facility conditions to develop work repair order is desirable.

Education High School diploma or equivalent.

Equivalency High school graduation or equivalent and any combination of training and experience equivalent to five years of experience in California school custodial and/or facilities work, with two years as a Senior Custodian, Head Custodian, or equivalent Lead or Skilled Maintenance Worker experience.

Required Testing

Job Related Proficiency Test
Insurability

Continuing Educ./Training
Safety Training

F.I.T. inspection / report training
Clearance AHERA Designated Person training

Certificates

Valid Driver's License and Evidence of

Clearances

Criminal Justice Fingerprint/Background
Tuberculosis Clearance
Pre-placement Physical

FLSA Status

Exempt

Approval Date

4/28/14

Salary Range

Class Suprv Fac/Cust Svs

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	53,860.00	56,451.00	59,188.00	62,052.00	65,076.00	68,330.00	71,584.00	74,837.00	78,091.00
	4,280.00	4,488.33	4,704.25	4,932.33	5,171.00	5,423.00	5,694.17	5,965.33	6,236.42	6,507.58
	24.69	25.89	27.14	28.46	29.83	31.29	32.85	34.42	35.98	37.54
Supervisor, Extended School Services Supervisor, Custodial Services	54,615.00	57,274.00	60,076.00	62,940.00	65,978.00	69,187.00	72,646.00	76,106.00	79,565.00	83,024.00
	4,551.25	4,772.83	5,006.33	5,245.00	5,498.17	5,765.58	6,053.83	6,342.17	6,630.42	6,918.67
	26.26	27.54	28.88	30.26	31.72	33.26	34.93	36.59	38.25	39.92
Supervisor, Transportation	56,784.00	59,521.00	62,431.00	65,461.00	68,611.00	71,899.00	75,494.00	79,089.00	82,684.00	86,279.00
	4,732.00	4,960.08	5,202.58	5,455.08	5,717.58	5,991.58	6,291.17	6,590.75	6,890.33	7,189.92
	27.30	28.62	30.01	31.47	32.99	34.57	36.30	38.02	39.75	41.48
Supervisor, Facilities and Custodial Services	57,892.00	60,710.00	63,681.00	66,716.00	69,937.00	73,338.00	77,005.00	80,672.00	84,339.00	88,006.00
	4,824.33	5,059.17	5,306.75	5,559.67	5,828.08	6,111.50	6,417.08	6,722.67	7,028.25	7,333.83
	27.83	29.19	30.62	32.08	33.62	35.26	37.02	38.78	40.55	42.31
Supervisor, Technology and Learning Resources	70,340.00	73,720.00	77,290.00	80,991.00	84,915.00	89,060.00	93,513.00	97,966.00	102,419.00	106,872.00
	5,861.67	6,143.33	6,440.83	6,749.25	7,076.25	7,421.67	7,792.75	8,163.83	8,534.92	8,905.00
	33.82	35.44	37.16	38.94	40.82	42.82	44.96	47.10	49.24	51.38

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
June 4, 2014**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations
Appointment of Elementary Principals

Action Item

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 20, 2014**

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

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: Marshall, Martinez, Sardina, Walker, Wigg

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the special meeting of April 29 and regular meeting of May 6, 2014, as presented.

COMMUNICATIONS

News Release recognizing Parkway Middle School as a "Jostens 2014 National Yearbook Program of Excellence"

Email from Jackie & Jim Hopkins, Parents, Casa de Oro Elementary School, commending the principal and staff for their daughter's success in school

Email from Misty Thompson, Coordinator, City of La Mesa's Safe Routes to School Program, announcing Lemon Avenue, Northmont, and Rolando Elementary Schools as winners of a "Fire Up Your Feet" Spring Challenge

PowerPoint for the California Uniform Public Construction Cost Account Act

Memo from Tina Sardina, Assistant Superintendent, Human Resources, regarding a correction to HR-1, Standard Human Resources Recommendations

Memo from Kelley Rabasco, Principal, La Mesa Dale Elementary School, commending John Pinachio, Skilled Maintenance Worker II, for completion of a paint job at the school

Memo from Chris Benker, Director, Maintenance, Facilities & Operations, commending Spencer Mills, ESS Lead at Northmont Elementary School, for adjustments made to accommodate a recent paint job at the school

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

MINUTES

4/29/14 approved as presented
5/6/14 approved as presented

COMMUNICATIONS

PKMS as "Jostens Nat'l. Yearbook Pgm of Excellence"

J.&J. Hopkins, CDO parents
Commendation: principal/staff

M. Thompson, Safe Routes
LEA, NOR, ROL as winners of
"Fire Up Your Feet" challenge

PPT for CUPCCAA Report

T. Sardina, Asst. Supt., HR
Correction to HR-1

K. Rabasco, Principal, LMD
Commendation: J. Pinachio

C. Benker, Dir., Maint. Fac. Oper
Commendation: S. Mills,
ESS Lead

AGENDA

President Turner recommended that Item HR-2 (Reduced Workload Program) be moved to after closed session. It was moved by Winet, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the agenda as revised.

HEARING SESSION

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

REPORTS OF OFFICERS OF THE BOARD

The California Uniform Public Construction Cost Accounting Act (CUPCCAA) was authorized by the Public Contract Code as an alternate method for bidding public projects, giving districts greater flexibility in meeting infrastructure repairs. The Act allows school districts to perform work up to an amount of \$45,000 using their own workforce without the need for formal bidding procedures. It also authorizes informal bidding procedures for projects between \$45,001 and \$175,000. Public projects of more than \$175,000 are let by formal bidding procedure. Guiselle Carreon, Commercial Warrants Audit and Accounts Payable Manager, San Diego County Office of Education, and also a Commissioner with the California Uniform Construction Cost Accounting Act Commission, presented the CUPCCAA and responded to clarifying questions.

NEW BUSINESS

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

Purchase Orders H53822 through H54100 totaling \$755,009.07

Warrants April 24, 2014 through May 8, 2014 totaling \$735,405.58

Expenditures in the amount of \$10.00

Approval of travel as attached.

Acceptance of SB 564 Financial Disclosure

It was moved by Baber, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 13-14-21 through 13-14-24, Designating Authorized Agents and Signatures.

AGENDA

Approved as revised

HEARING

REPORTS

CA Uniform Public
Construction Cost Account Act

NEW BUSINESS

Consent Calendar
Approved

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Travel

SB 564 Financial Disclosure

Res. 21-24, Designating
Authorized Agents/Signatures
Adopted

It was moved by Duff, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an Agreement with San Diego County School Districts for Student Transportation Services.

**Agrmt. w/S.D. County School
Districts for Student
Transportation
Authorized**

It was moved by Winet, seconded by Baber, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize administration to submit payment to the San Diego County Office of Education to Fund Implementation Costs for the New PeopleSoft Financial Management Software.

**Payment to SDCOE to fund
costs for New PeopleSoft
Financial Mgmt. Software
Authorized**

It was moved by Baber, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the Sale of Surplus Items.

**Sale of Surplus Items
Approved**

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to accept the following gifts with thanks: \$1250.00 from Lourdes Navarro of the Executive Women International (EWI) Organization to Avondale Elementary School to purchase books as part of EWI's literacy project; and \$2000.00 from La Mesa Dale Elementary School PTA to La Mesa Dale Elementary to be used to help fund the purchase of new playground equipment.

**Gifts – AVO and LMD
Accepted with thanks**

It was moved by Winet, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an Agreement with San Diego Youth Services to Implement the Prevention/Early Intervention Grant Award.

**Agrmt. w/SDYS to implement
Prevention/Early Intervention
Grant Award
Authorized**

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an Expanded Special Education Master Contract with Stein Education Center.

**Expanded Sp. Ed. Master
Contract with Stein
Education Center
Authorized**

It was moved by Winet, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Service Agreement with Paradigm Healthcare Services, Inc.

**Service Agrmt. with
Paradigm Healthcare
Services, Inc.
Authorized**

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Baber, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, 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 Baber, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to Adopt Annual Declaration of Need for Fully Qualified Educators.

**Declaration of Need for Fully
Qualified Educators**
Adopted

It was moved by Baber, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve Revised Certificated Job Description - Dean of Students.

**Rev. Certif. job description –
Dean of Students**
Approved

It was moved by Baber, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to establish New Classified Position of Data Support Technician with Recommended Salary Placement at Range 56 (\$37,792 Step A to \$48,301 Step F), and Revision to Classified Salary Schedule.

**New Classif. Position – Data
Support Technician/
Salary Placement**
Established

It was moved by Winet, seconded by Duff, and carried with the following votes: Ayes: Duff, Lecko, Turner, Winet; Noes: Baber; Absent: None, to adopt Resolution 13-14-23, Elimination and/or Reduction of Classified Positions.

**Res. 23, Elim. and/or Reduc.
of Classified Positions**
Adopted

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Lecko announced he attended an English Language Advisory Committee meeting at Spring Valley Middle School on May 8 and toured some of the classrooms.

Mr. Lecko announced he attended an Area 2 English Language Advisory Committee meeting at La Mesa Dale on May 16.

Mr. Lecko announced he attend the Personnel Commission meeting and Mt. Helix Council PTA Roundtable meeting on May 19.

Mr. Lecko announced he is looking forward to attending the rescheduled Retirement/Awards event on May 29.

President Turner announced she attended the CSBA Delegate Assembly meeting in Sacramento over the weekend regarding funding. A topic of discussion was a hearing in July where the State Board of Education will be reviewing the Local Control Funding Formula (LCFF) and Local Control Accountability Plan (LCAP). Stakeholders have been invited to testify on how to change the system. Other topics were regarding the need to put additional funds toward the STRS retirement system and the fact that California is now in 50th place for per-pupil spending. CSBA representatives will be speaking with Legislators regarding these issues.

The Superintendent summarized the Wed., May 14 wildfire activity in the County. ConnectEd phone calls and Twitter informed all parents that District schools were closed on May 15 and reopened on May 16. Average Daily Attendance (ADA) will not need to be made up due to the Countywide State of Emergency.

The Superintendent announced that the District owns three basketball courts by Highwood Park, behind the Teen Center at La Mesa Middle School. The Boys & Girls Club of East County is interested in selling naming rights to fund improvements at this site. The Board is amenable to discussing this option and requested the Superintendent report back with additional information.

Mr. Winet thanked President Turner for working with CSBA to represent the District's interests.

At 8:40 p.m. the President announced a recess.

CLOSED SESSION

At 8:50 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; Non-Reelection of Temporary Certificated Employees for the 2014-2015 School Year; and Public Employee Discipline/Dismissal/Release. The Superintendent, Board, and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 9:56 p.m. the President reconvened the meeting and announced the Board, in closed session, took the following action:

CLOSED SESSION ACTION

HUMAN RESOURCES RECOMMENDATIONS (cont.)

It was moved by Winet, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to Non-Reelect Temporary Certificated Employees for the 2014-2015 School Year (Files 05-20-14-01 through 05-20-14-15).

**Non-Reelect Temp.
Certificated Employees for
2014-15
Non-Reelected**

It was moved by Baber, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to suspend a Certificated Employee for three (3) days (File 05-20-14-01a).

**Suspension of Certificated
Employee
Suspended 3 days**

It was moved by Duff, seconded by Lecko, and carried with the following votes: Ayes: Duff, Lecko, Turner; Noes: Baber, Winet; Absent: None, to approve Reduced Workload Program Participation for the 2014-15 school year for Paul Schnaubelt, Resource Teacher, English Language Arts Coach.

**Reduced Workload Program
Participation
Approved**

The meeting was adjourned at 9:57 p.m.

Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held June 4, 2014.

Bill Baber, Clerk of the Board of Education