

**La Mesa-Spring Valley School District**

# **Board of Education**

**June 16, 2015**

## **Our Purpose**

**To Inspire Learning and Respect**

## **Our Vision**

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

**4750 Date Avenue  
La Mesa, California 91942-9293  
Phone: 619-668-5700  
Fax: 619-668-4619**

AGENDA  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR SESSION: Tuesday, June 16, 2015 - 7:00 P.M.  
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING(S)

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. 2015-16 Adopted Budget Report

Information

NEW BUSINESS

LEARNING SUPPORT

1. Authorization to Adopt the Local Control Accountability Plan

Action

BUSINESS SERVICES

1. Adoption of 2015-16 District Budget

Action

SUPERINTENDENT

1. Authorization to Enter into an Agreement with Dannis Woliver Kelley for Professional Services
2. Authorization to Enter into an Agreement with Fagen Friedman & Fulfroft, LLP for Professional Services
3. Authorization to Enter into an Agreement with Stutz Artiano Shinoff & Holtz for Professional Services

Action

Action

Action

## BUSINESS SERVICES (cont.)

- |    |   |                   |
|----|---|-------------------|
| 2. | Consent Calendar*   | Action            |
| a. | Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements   |                   |
| b. | Approval of Institutional Memberships   |                   |
| c. | Authorization to Enter into an Agreement with School Services of California   |                   |
| d. | Award of Bid for Asphaltic Concrete, Bid No. FB3-14/1   |                   |
| 3. | Resolution 14-15-23, Authorizing the District to Spend Funds Received in 2015-16 from the Education Protection Account in Accordance with Article XIII, Section 36 of the California Constitution | Roll Call<br>Vote |
| 4. | Resolution 14-15-24, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Fairfax Elementary School District for DSA-approved Modular Classrooms                      | Roll Call<br>Vote |
| 5. | Authorization to Enter into a First Amendment to the Third Project Agreement with the San Diego County Superintendent of Schools for Industrial Storm Water Permit Support                        | Action            |
| 6. | Rejection of Claim – Student Injury at Murray Manor Elementary School   | Action            |

## LEARNING SUPPORT (cont.)

- |    |  |        |
|----|--|--------|
| 2. | Acceptance of Gift – Rolando Elementary School   | Action |
| 3. | Authorization to Enter into a Memorandum of Understanding with San Diego Youth Services and Healthy Start to Help “At Risk” Students   | Action |
| 4. | Authorization to Enter into a Memorandum of Understanding with San Diego Youth Services and Healthy Start  | Action |
| 5. | Authorization to Enter into a Memorandum of Understanding with Family Health Centers of San Diego, County of San Diego Health and Human Services Agency, and Children’s Mental Health Services | Action |
| 6. | Authorization to Approve Local Education Agency Plan   | Action |

- |    |  |        |
|----|--|--------|
| 7. | Authorization to Enter into Agreements with San Diego County Office of Education to Participate in Science Outreach Programs and Marine Science Floating Lab | Action |
| 8. | Authorization to Enter into a Medi-Cal Billing Services Agreement with San Joaquin County Office of Education  | Action |
| 9. | Authorization to Enter into an Agreement of Participation with Orange County Office of Education for Medi-Cal Administrative Actions                         | Action |

#### HUMAN RESOURCES RECOMMENDATIONS

- |    |  |        |
|----|--|--------|
| 1. | Standard Human Resources Recommendations                           | Action |
| 2. | Approval to Establish the Position of Coordinator, Human Resources | 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. Discussion regarding Public Employee Appointment – Director, Business Services and Director, Transportation (GC 54957)
5. Discussion regarding Public Employee Appointment – Elementary Principal (GC 54957)

#### NEW BUSINESS (cont.)

#### HUMAN RESOURCES RECOMMENDATIONS (cont.)

- |    |   |        |
|----|---|--------|
| 3. | Appointment of Director, Business Services and Director, Transportation | Action |
| 4. | Appointment of Elementary Principal                                     | Action |

#### ADJOURNMENT

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



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

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

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

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 16, 2015**

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

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

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

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

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

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 16, 2015**

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

**ITEM NUMBER:** R-1 Reports of Officers of the Board  
2015-16 Adopted Budget Report

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The 2015-16 District budget as proposed for adoption has been developed to align with the District's proposed Local Control and Accountability Plan. Budget assumptions are based upon the Governor's May Budget Revision, planning factors provided by School Services of California, Inc. and the Department of Finance, as well as guidance from the San Diego County Office of Education.

<b>Key Planning Factors</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
LCFF Gap Funding Rate	53.08%	37.40%	36.74%
Statutory COLA	1.02%	1.60%	2.48%
District ADA	11,628.8	11,628.8	11,628.8
Unduplicated Pupils	61.46%	61.46%	61.46%
Consumer Price Index	2.20%	2.40%	2.60%
CalPERS Employer Rate	11.85%	13.05%	16.60%
CalSTRS Employer Rate	10.73%	12.58%	14.43%
Health and Welfare Benefits Increase	5%	5%	5%
One-Time Discretionary Funds Per ADA	\$601	\$0	\$0

Salary projections are based on existing employees, adjusted for step and column movement, updated agreements with all bargaining units, program needs, and the implementation of class-size reduction to an average of 24 to 1 in kindergarten and first grade. Budgeted expenditures reflect the ongoing implementation of the La Mesa Arts Academy as well as the STEAM program at La Presa Middle School. Statutory and health and welfare benefit costs reflect the above employer rates of increase. The Routine Restricted Maintenance account (resource 8100) has been restored to an amount equal to 3% of General Fund expenditures as required by Education Code Section 17070.75. Additionally, \$3 million has been budgeted for an anticipated Language Arts textbook adoption in the 2015-16 school year.

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

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 16, 2015**

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

**ITEM NUMBER:** LS-1 New Business  
Authorization to Adopt the Local Control Accountability Plan

<b>Action Item</b>
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The Local Control Funding Formula (LCFF) gives local school boards more decision-making authority over how to allocate resources in a way that improves opportunity and achievement for all students. LCFF specifically addresses the needs of English learners, students from low-income families and foster youth, and requires districts to increase and/or improve the outcomes for these students. LCFF provides “base grant” funding, which is for all students, and also provides “supplemental and concentration” funding for the “targeted” students. In addition to additional resources for these “targeted” students, the LCFF provides for more stakeholder involvement, accountability and transparency.

The Local Control Accountability Plan (LCAP) is the accountability plan associated with LCFF. This plan is divided into three sections. Section 1 describes the stakeholder engagement in creating the plan. Section 2 describes goals, actions, expenditures, progress indicators, and annual update. Section 3 describes the use of Supplemental and Concentration Grant funds and Proportionality.

As required, the LCAP was created with input from all stakeholders and has been reviewed by the District Advisory Committee (DAC) and District English Learner Advisory Committee (DELAC).

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to adopt the enclosed Local Control Accountability Plan.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** B-1 New Business  
Adoption of 2015-16 District Budget

<b>Action Item</b>
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Education Code Section 42127 requires the governing board of a school district to hold a public hearing and file an adopted budget with the County Office of Education by July 1, 2015.

Education Code Section 52060 requires the District to hold a public hearing for the budget at the same meeting as the public hearing for the LCAP. In addition, pursuant to this section, the budget shall be adopted at a meeting held after, but not on the same day as the public hearing.

In accordance with Education Code, the 2015-16 Budget was made available for public inspection on May 28, 2015 and the public was provided with an opportunity for input at a public hearing held on June 2, 2015.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the enclosed 2015-16 District Budget.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:**        **S-1 New Business** **Action Item**  
                                 **Authorization to Enter into an Agreement with Dannis Woliver Kelley for**  
                                 **Professional Services**

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The law firm of Dannis Woliver Kelley is currently representing the District in ongoing legal matters. In order to provide consistency in these cases, it is necessary to enter into the attached Agreement for Professional Services for the 2015-16 school year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be given to enter into the attached Agreement with Dannis Woliver Kelley for Professional Services for the 2015-16 school year.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this 1st day of July, 2015, by and between the La Mesa-Spring Valley Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel it from July 1, 2015, through and including June 30, 2016, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred ten dollars (\$310) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. The rate for services of Gregory J. Dannis, if requested, will be three hundred thirty-five dollars (\$335) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

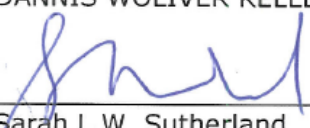
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

LA MESA-SPRING VALLEY UNIFIED SCHOOL DISTRICT

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

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Sarah L.W. Sutherland  
Attorney at Law

  
\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2015, the Board approved this Agreement and authorized the Board president, Superintendent or Designee to execute this Agreement.



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:**        **S-2 New Business**

<b>Action Item</b>
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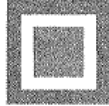
**Authorization to Enter into an Agreement with Fagen Friedman &  
Fulfroft, LLP for Professional Services**

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The law firm of Fagen, Friedman & Fulfroft, LLP is currently representing the district in ongoing legal matters. In order to provide consistency in these cases, it is necessary to enter into the attached Agreement for Legal Services for the 2015-16 school year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be given to enter into the attached Agreement with Fagen Friedman & Fulfroft, LLP for Legal Services for the 2015-16 school year.



Fagen Friedman & Fulfroft LLP

### **AGREEMENT FOR LEGAL SERVICES**

This agreement is by and between La Mesa - Spring Valley School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2015:

**1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

**2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

**3. CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

**4. CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

**5. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**6. COSTS AND OTHER CHARGES.** (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**7. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**8. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

**9. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**11. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**13. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**14. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

La Mesa - Spring Valley School District

Fagen Friedman & Fulfroost LLP

\_\_\_\_\_  
Brian Marshall, Superintendent

  
\_\_\_\_\_  
Jan E. Tomskey, Partner

DATE: \_\_\_\_\_

DATE: 6/8/2015



Fagen Friedman & Fulfroft LLP

## **PROFESSIONAL RATE SCHEDULE**

La Mesa - Spring Valley School District  
(Effective July 1, 2015)

### **1. HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$195 - \$215 per hour
Partner	\$240 - \$265 per hour
Of-Counsel	\$265 per hour
Paralegal/Law Clerk	\$115 - \$135 per hour
Education Consultant	\$155 per hour
Communication Services Consultant	\$215 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

### **2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. **Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client.** Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:

Associate	\$2,050 (discounted from \$2,150)
Partner	\$2,400 (discounted from \$2,650)

### **3. COSTS AND EXPENSES**

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

**PREPARED BY:** Brian Marshall  
Superintendent

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

<b>Action Item</b>
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**Authorization to Enter into an Agreement with Stutz Artiano Shinoff &  
Holtz for Professional Services**

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The law firm of Stutz Artiano Shinoff & Holtz is currently representing the District in ongoing legal matters. In order to provide consistency in these cases, it is necessary to enter into the attached agreement for professional services for the 2015-16 school year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the authorization be given to enter into the attached agreement with Stutz Artiano Shinoff & Holtz for Professional Services for the 2015-16 school year.

## **ATTORNEY - CLIENT RETAINER AGREEMENT**

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to La Mesa-Spring Valley School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

- (a) Paralegal services at \$80.00 per hour;
- (b) Associate attorneys' time at \$190.00 per hour; and
- (c) Partner's time at \$200.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long

distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 et seq., and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, et seq.

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall be effective for the period of July 1, 2015 through June 30, 2016 and continuing unless terminated by either party.

DATED: \_\_\_\_\_

LA MESA-SPRING VALLEY SCHOOL DISTRICT

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

DATED: \_\_\_\_\_

STUTZ ARTIANO SHINOFF & HOLTZ, APC

By: \_\_\_\_\_  
Daniel R. Shinoff



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** B-2a New Business (Consent Calendar)  
Ratification of Purchase Orders, Warrants and Revolving Cash Fund  
Reimbursements

<b>Action Item</b>
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Purchase orders, warrants and revolving cash fund reimbursements issued since the last Board meeting will be available at the meeting for review by the Board.

The following are submitted for ratification:

- I. Purchase Orders: 104 purchase orders have been processed, numbered 0000004379 through 0000004485, totaling \$213,547.80.
- II. Warrants: 166 warrants have been issued, dated May 20, 2015 through June 2, 2015, totaling \$650,492.72.
- III. Revolving Cash Fund Reimbursements: Two (2) checks have been processed, totaling \$1,334.46.

**ADMINISTRATIVE RECOMMENDATION**

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

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

**In accordance with Education Code Sections 42800-42806, approval is requested for expenditures  
from the Revolving Cash Fund as listed:**

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
RC1779	06/02/15	Noah Stoop	Payroll	\$541.48
RC1781	05/29/15	Cindy Campos Blas	Payroll	\$792.98

**REVOLVING CASH FUND REIMBURSEMENTS  
A TOTAL OF (2) CHECKS PROCESSED TOTALING \$ 1,334.46**

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 16, 2015**

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

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

<b>Action Item</b>
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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 2015-16:

<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	\$14,175
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 2015-16 school year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** B-2c New Business (Consent Calendar)  
Authorization to Enter into an Agreement with School Services of  
California

<b>Action Item</b>
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School Services of California, Inc., provides a valuable service to contracting districts by analyzing and reporting the effect of various school finance legislation and other significant school financial activities. The basic cost for this service for 12 months, beginning July 1, 2015, is \$3,360. This amount includes general services, comparative analysis of District income and expenditures, salary and benefit reports, and expenses generated by additional requests for services.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the attached agreement with School Services of California.

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal Budget Services

This is an agreement between the **LA MESA-SPRING VALLEY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2015.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

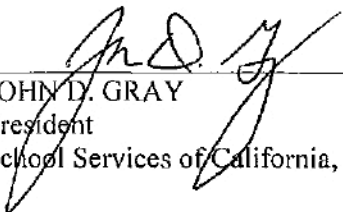
1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. Option of receiving information on Consultant's website regarding major school finance and policy issues
  - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
  - d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client. Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; or, major customized research projects or studies
  - e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
  - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

2. The Client agrees to pay to Consultant for services rendered under this Agreement:
  - a. \$2,760 annually, plus expenses, or payable at \$230 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
  - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning July 1, 2015, and terminating June 30, 2016. This Agreement may be terminated prior to June 30, 2016 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_  
La Mesa-Spring Valley School District

DATE: \_\_\_\_\_

BY:  \_\_\_\_\_  
JOHN D. GRAY  
President  
School Services of California, Inc.

DATE: May 11, 2015

## ADDENDUM A TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page is the **CADIE** and **SABRE** order form.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenses to those of 40 other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using Standardized Account Code Structure and California Basic Educational Data System data available from the California Department of Education (CDE).

The **CADIE** includes comparative graphic data showing expenditures by average daily attendance (ADA), tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified nonmanagement and administrative personnel, as well as historical data.

The **Salary And Benefits Report (SABRE)** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated nonmanagement salary and benefits schedule with those of 40 other districts of your choice. (Two reports with 20 districts in each).

The **SABRE** includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts, as well as comparisons of entry level, average, and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the **CADIE** or **SABRE** reports are unlimited. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement—with the exception of local educational agencies opting into the mandate block grant.

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Please check the appropriate items below:

<input type="checkbox"/> <b>CADIE Only</b>	<b>\$400</b>	<input checked="" type="checkbox"/> Use the same districts as last year	<input type="checkbox"/> Current year 2013-14
<input type="checkbox"/> <b>SABRE Only</b>	<b>\$250</b>	<input type="checkbox"/> Use districts of similar type and size	<input checked="" type="checkbox"/> Next year 2014-15
<input checked="" type="checkbox"/> <b>CADIE &amp; SABRE</b>	<b>\$600</b>	<input type="checkbox"/> Call me to discuss comparative group	
		<input checked="" type="checkbox"/> <b>UPP</b>	

Reports are a year behind as the data is released by the CDE.

Current SABRE will be released in December 2014, CADIE will be released in May 2015.

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District Name: La Mesa-Spring Valley School District

Contact Name and Title: David Feliciano

Address (no P.O. Boxes Please): 4750 Date Avenue, La Mesa, CA 91942

Telephone with extension: 619-668-5700, ext. 6392

Email: david.feliciano@lmsvdsd.net

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

Print Name: David Feliciano

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

By completing this Addendum and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:**        **B-2d New Business (Consent Calendar)**  
                                 **Award of Bid for Asphaltic Concrete, Bid No. FB3-14/1**

<b>Action Item</b>
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On June 3, 2015 at 2:00 p.m., the District opened bids for asphaltic concrete. Bids were advertised by the Purchasing Department in accordance with the law. Five (5) bids were received. Kirk Paving, Inc., was the responsible bidder submitting the lowest responsive bid.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board award the bid for asphaltic concrete to Kirk Paving, Inc., for an amount not to exceed \$230,550.



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** B-3 New Business **Action Item**  
**Resolution 14-15-23, Authorizing the District to Spend Funds Received in 2015-16 from the Education Protection Account in Accordance with Article XIII, Section 36 of the California Constitution**

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**ROLL CALL VOTE**

Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012. The provisions of this article create an Education Protection Account in the state's general fund to receive and disburse revenues derived from the incremental increases in taxes imposed by Proposition 30.

Pursuant to this article, school districts, county offices of education and community college districts are required to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction. The funds cannot be used for salaries or benefits of administrators or for any other administrative costs. The governing board of the District is required to make the spending determinations in an open session of a public meeting.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board adopt the attached Resolution 14-15-23, authorizing the District to spend funds received in 2015-16 from the Education Protection Account in accordance with the provisions of Article XIII, Section 36 of the California Constitution.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
RESOLUTION 14-15-23**

**AUTHORIZING THE DISTRICT TO SPEND FUNDS RECEIVED IN 2015-16  
FROM THE EDUCATION PROTECTION ACCOUNT IN ACCORDANCE WITH ARTICLE  
XIII, SECTION 36 OF THE CALIFORNIA CONSTITUTION**

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012;

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**WHEREAS**, before June 30 of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the legislature, the Governor or any agency of state government;

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**WHEREAS**, the governing board of the District shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

**WHEREAS**, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**THEREFORE, IT IS HEREBY RESOLVED:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of La Mesa-Spring Valley School District.

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the La Mesa-Spring Valley School District has determined to spend the monies received from the Education Protection Act as attached (Exhibit A).

**PASSED AND ADOPTED** by the La Mesa-Spring Valley School District Governing Board of San Diego County, California, this 16th day of June 2015, on motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN DIEGO )

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

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Brian Marshall, Secretary to the Governing Board

## EXHIBIT A

2015-16 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

Projected Expenditures through: June 30, 2016

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	13,501,769.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>13,501,769.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Instruction	1000-1999	13,501,769.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>13,501,769.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** B-4 New Business **Action Item**  
**Resolution 14-15-24, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Fairfax Elementary School District for DSA-Approved Modular Classrooms**

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**ROLL CALL VOTE**

Pursuant to Sections 20118 and 20652 of the Public Contract Code, public agencies may purchase from a contract of another public agency under the same price, terms, and conditions as the bidding agency.

The District intends to purchase Division of the State Architect (DSA) approved modular classrooms from the Fairfax Elementary School District bid contract 130-00. In order to participate in the cooperative bid, a resolution must be adopted to authorize this action.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 14-15-24, authorizing the purchase of DSA-approved modular classrooms from the Fairfax Elementary School District bid contract.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
RESOLUTION 14-15-24  
AUTHORIZING CONTRACTING PURSUANT TO COOPERATIVE BID  
AND AWARD DOCUMENTS FROM THE  
FAIRFAX ELEMENTARY SCHOOL DISTRICT  
PURCHASE OF MODULAR CLASSROOMS BID # 130-00**

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

**WHEREAS**, the Fairfax Elementary School District has conducted a formal bid process naming other school districts and community colleges as being able to purchase or contract under that bid at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code of California; and,

**WHEREAS**, this Board has determined it to be in the best interests of the District to purchase or contract for the items stated below from the bid awarded by Fairfax Elementary School District to Global Modular Inc. and Impact Construction Services Inc.,

**NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED** the contract for the purchase of modular classrooms from Global Modular and Impact Construction Services Inc., is hereby authorized and approved and is subject to all terms, conditions, and documents as specified in the Bid # 130-00 and award documents.

**BE IT FURTHER RESOLVED, ORDERED, AND DECLARED** David Feliciano, Assistant Superintendent, Business Services, is hereby authorized to execute the necessary contract documents with Global Modular and Impact Construction Services Inc., naming the District as contracting party.

**PASSED AND ADOPTED** by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 16th day of June 2015, by the following vote:

AYES:

NOES:

ABSENT:

[illegible]

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 16th day of June 2015.

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 16, 2015**

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

**ITEM NUMBER:** B-5 New Business

<b>Action Item</b>
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**Authorization to Enter into a First Amendment to the Third Project Agreement with the San Diego County Superintendent of Schools for Industrial Storm Water Permit Support**

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On April 17, 1997, the State Water Resources Control Board ("SWRCB") adopted Water Quality Order No. 97-03-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000001 Waste Discharge Requirements for Discharges of Storm Water Associated with Industrial Activities ("Industrial Permit") in order to implement the requirements of the Clean Water Act.

School Districts who operate transportation vehicle maintenance and equipment cleaning operations at facilities primarily engaged in operating buses to transport pupils to and from school are deemed to be industrial storm water dischargers under the terms of the Industrial Permit.

On November 7, 2012, the Board authorized the District to enter into a Third Project Agreement with the Superintendent of Schools for Industrial Storm Water Permit Support.

We wish to continue to receive services from San Diego County Office of Education (SDCOE) now that they have taken over these responsibilities for the storm water program management services supporting the District's implementation of the Industrial Permit. The first amendment to the Third Project Agreement is intended to continue services with SDCOE.

The annual fee for services is \$3,092. Additional services (technical support, consultants etc.) may be requested by the District for an additional fee.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the attached agreement with San Diego County Superintendent of Schools for Industrial Storm Water Permit support.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES  
FACILITY AUTHORITY  
INDUSTRIAL STORMWATER PERMIT SUPPORT

**FIRST AMENDMENT TO THIRD PROJECT AGREEMENT  
BETWEEN  
LA-MESA SPRING VALLEY SCHOOL DISTRICT  
AND THE  
K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES  
FACILITY AUTHORITY FOR  
INDUSTRIAL STORMWATER PERMIT SUPPORT**

This FIRST Amendment to THIRD Project Agreement ("First Amendment") by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY ("AUTHORITY"), AND LA-MESA SPRING VALLEY SCHOOL DISTRICT, a Public School District organized and existing under the laws of the State of California ("DISTRICT") is made on the last date shown on the signature page. AUTHORITY and LA-MESA SPRING VALLEY SCHOOL DISTRICT are sometimes individually referred to as "Party" and collectively as "Parties."

**RECITALS**

This FIRST Amendment to THIRD Project Agreement is entered into in consideration of the following matters:

**WHEREAS**, on April 17, 1997, the State Water Resources Control Board ("SWRCB"), adopted Water Quality Order No. 97-03-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000001 Waste Discharge Requirements for Discharges of Storm Water Associated With Industrial Activities ("Industrial Permit") in order to implement the requirements of the Clean Water Act; and

**WHEREAS**, on April 1, 2014, The SWRCB adopted a new revised Water Quality Order No 2014-0057 DWQ NPDES General Permit No CAS000001 Waste Discharge requirements for Discharges of Storm Water Associated With Industrial Activities ("Industrial Permit") in order to implement the requirements of the Clean Water Act which becomes effective July 1, 2015; and

**WHEREAS**, DISTRICT wishes to continue to receive services from AUTHORITY, for stormwater program management services supporting the DISTRICT's implementation of the Industrial Permit; and

**WHEREAS**, the term of this agreement shall now be effective until DISTRICT or AUTHORITY provides a written request to terminate; and

**WHEREAS**, the DISTRICT's Storm Water Pollution Prevention Plan (SWPPP) will be updated to comply with the new permit; and





K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES  
FACILITY AUTHORITY  
INDUSTRIAL STORMWATER PERMIT SUPPORT

**WHEREAS**, the cost of water tests are now the responsibility of the DISTRICT and are no longer included in the annual fee; and

**WHEREAS**, optional additional services and associated costs have been identified to support the revised permit,

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the AUTHORITY and DISTRICT enter into this First Amendment to THIRD Project Agreement and agree as follows:

1. **SECTION IV - Responsibilities of School District** shall be appended to include the following new paragraph:

"5. The DISTRICT shall reimburse AUTHORITY for stormwater testing analysis and any DISTRICT authorized additional services as requested."

2. **SECTION VII - Term and Additional Parties** shall be replaced in its entirety as follows:

"This Project Agreement shall become effective on the date of final approval by the AUTHORITY and shall remain in effect until either party provides a written request to terminate this Project Agreement at least 30 days in advance of termination date. As AUTHORITY enters commitments annually for services, there will be no rebate of fees paid for the fiscal year in which a withdrawal by the DISTRICT is received. It is intended that this Agreement can be extended or amended consistent with the intent of the parties."

3. **SECTION VIII - Fees and Payments** shall be appended to add the following new paragraphs:

"Stormwater testing will occur two times per year when rain allows as long as the DISTRICT remains in baseline level. Additional testing may be required if certain exceedances are identified. AUTHORITY will manage the testing lab. DISTRICT will reimburse AUTHORITY for the cost of the lab report and consultant analysis at a cost of \$460.00 per sample for FY 15-16. This cost may be adjusted annually up to a maximum of 10% per annum with 30 day written notice to DISTRICT. Should this cost be increased beyond 10% per annum, a written Amendment to the Project Agreement may be requested by DISTRICT."

DISTRICT is required by the new permit to have their Storm Water Pollution Prevention Plan SWPPP updated by July 1, 2015. DISTRICT will be billed at a one-time cost of \$3,092.00 for SWPPP update, draft resolution, and State submission support."



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES  
FACILITY AUTHORITY  
INDUSTRIAL STORMWATER PERMIT SUPPORT

4. **SECTION IX - Additional Services** shall be replaced in its entirety as follows:

"The revised permit requires districts who fail certain stormwater tests to be moved into higher levels of compliance. The AUTHORITY is prepared to support the DISTRICT, should the DISTRICT wish to use AUTHORITY for Additional Services related to Level I and Level II compliance. Additional services may be requested by DISTRICT by Purchase Order, or by amendment to this Project Agreement. Requests by Purchase Order for additional services will be considered an amendment to this Project Agreement.

Additional services may be a negotiated lump sum, or be based on time and materials.

Time and Material Rates are as follows:

Technical / EFSG support - \$110.00/hr.  
Consultants/Additional Lab/Other – At cost + 10%

Due to the demanding nature of the revised permit, AUTHORITY has negotiated optional additional services DISTRICT may choose from on an as-needed basis. These additional services include, but are not limited to, the items shown in Exhibit A – Optional Additional Services to Support Requirements of the New Permit attached and incorporated herewith by reference.

Hourly rates and costs for additional services are quoted for FY 15-16 through FY 17-18. These costs may be adjusted annually thereafter at a maximum of 5% per annum with 30 day written notice to DISTRICT. Should this cost be increased beyond 5% per annum, a written Amendment to the Project Agreement may be requested by DISTRICT."

**GENERAL**

This FIRST Amendment to THIRD Project Agreement shall only be effective upon execution by both the AUTHORITY and DISTRICT.

1. This FIRST Amendment to THIRD Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
2. If any provision of this FIRST Amendment to THIRD Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this FIRST Amendment to THIRD Project Agreement unless elimination of such provision



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES  
FACILITY AUTHORITY  
INDUSTRIAL STORMWATER PERMIT SUPPORT

materially alters the rights and obligations set forth herein.

3. Each Party declares that prior to the execution of this FIRST Amendment to THIRD Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding this FIRST Amendment to THIRD Project Agreement.

IN WITNESS WHEREOF, EACH PARTICIPATING PARTY HAS EXECUTED THIS FIRST AMENDMENT TO THIRD PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

**AGENCY: SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

BY: \_\_\_\_\_  
Lora Duzyk  
Assistant Superintendent  
Business Services  
DATE \_\_\_\_\_

**DISTRICT: LA-MESA SPRING VALLEY SCHOOL DISTRICT**

BY: \_\_\_\_\_  
(signature) DATE \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES  
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**Exhibit A**

**Optional Additional Services to Support Requirements of the New Permit**

**FY 15-16 through FY 17-18**

These minimum costs may be adjusted annually after FY 17-18 at a maximum of 5% per annum with 30 day written notice to DISTRICT. Should this cost be increased beyond 5% per annum, a written Amendment to the Project Agreement may be requested by DISTRICT.

The amounts listed below are base costs only. The actual cost will be determined after DISTRICT, AUTHORITY, and Stormwater Consultant have discussed and agreed upon specific need/s. A proposal for Additional Service will be provided to DISTRICT prior to commencement of work. Approval for Additional Service will be obtained via a Purchase Order or an Amendment to this Project Agreement.

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Additional Service Descriptions	Compliance Level	Minimum Cost
<b>Additional On-Site Training</b> (2 hours) – Used for targeted training, or change of personnel	All	\$ 660
<b>Level 1 ERA Report - NAL exceedance</b>	Level 1	\$ 1,440
<b>Level 2 ERA Action Plan</b>  Review SWPPP, pollutant sources, and BMP implementation. Identify corrections to be made, and make an assessment of the need for structural BMPs. Prepare conceptual design and implementation schedule for structural BMPs where needed. If arguing structural BMPs are not needed, a timeline for preparing the Demonstration Technical Report will be provided. Any update of the plan required in response to comments received by the Water Boards is included.	Level 2	\$ 6,360
<b>Level 2 ERA Technical Report-Industrial Activity BMP Demonstration</b>  Describe and evaluate the industrial pollutant and sources associated with the Numeric Action Level (NAL) exceedance. Analyze the BMPs implemented at the facility with respect to feasibility and costs of currently available technology, including engineering and economic analyses. The analyses must demonstrate that the BMPs presently on site already meet the BAT or BCT standards, and alternate BMPs may also be proposed. This task includes the technical report, as prepared with the Industrial Activity BMP Demonstration. If additional Demonstrations are included they will be charged separately as detailed below.	Level 2	\$11,400
<b>Level 2 ERA Technical Report Addition: Non-Industrial Pollutant Source Demonstration</b>  Demonstrate that exceedances are caused by run-on from offsite areas, run-on from non-industrial areas of the facility, and/or atmospheric deposition. Monitoring data and analysis of relative contributions, such as pollutant loading analysis, must be included. If monitoring data is not available, the facility will like need to complete additional special study monitoring to justify the claims provided in the report.	Level 2	\$ 3,000



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<p><b>Level 2 ERA Technical Report Addition: Natural Background Source Demonstration</b></p> <p>Demonstrate that exceedances are due to natural background sources. Typically would include literature review for documentation. If monitoring data is not available, the facility will likely need to complete additional special study monitoring to justify the claims provided in the report. It is unlikely that facilities will be able to show that natural sources are responsible for the NAL exceedance, so it is unlikely that this type of report will ever be completed.</p>	Level 2	\$ 2,400
<p><b>Level 2 ERA Technical Report Annual Update</b></p> <p>In years following the submittal of the Level 2 ERA Technical Report, an updated report will be prepared in response to any of the following: 1) Exceedances for the same parameter occur 2) Significant changes are noted in the facility's operations or pollutant sources 3) Additional pertinent information becomes available through compliance activities.</p>	Level 2	\$ 1,800
<p><b>BMP Implementation Extension Request</b></p> <p>Provide rationale for why an extension in timeline for completing tasks as required per a Level 2 ERA Technical Report is necessary. Provide an updated Level 2 ERA Action Plan, including a revised implementation timeline and a list of interim measures being taken until the structural BMP(s) can be installed.</p>	Level 2	\$ 1,080
<p><b>No Exposure Certification (NEC) Preparation</b></p> <p>Prepare the require documents for submittal to the State in the event that a bus maintenance facility has completed all necessary changes in order to qualify for NEC. Applicability determination is expected to occur primarily during annual site visits, and potentially, through follow-up emails and photos, so no additional site visit has been included in the scope for this task. An updated site map is required to be provided with the submittal, so this update is included as part of this task.</p>	All	\$ 800



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FACILITY AUTHORITY  
INDUSTRIAL STORMWATER PERMIT SUPPORT

<b>Minor SWPPP Revision</b> Update SWPPP in response to any significant change to the facility, BMPs, or other operational component in accordance with the direction of facility personnel. Provide a proof via email prior to submittal, and subsequently submit the revised SWPPP to the State via SMARTS within 30 days.	All	\$ 420
<b>Minor Site Map Revision</b> Update the site map following any significant change to the District Bus Maintenance facility based on the direction of facility personnel. Provide a proof via email prior to submittal, and subsequently submit the revised site map to the State via SMARTS within 30 days. Types of expected changes include, but are not limited to, alterations of drainage patterns or features, relocation of service or storage areas, or changes to the industrial area boundary.	All	\$ 420
<b>Supplemental Sampling Result Response</b> Provide intake and analysis of the data provided by the lab for any supplementary testing (testing not required by the IGP), and forward these results to the District via informal email with brief summary.	All	\$ 96
<b>Site Specific Customized Rain Alerts</b>	All	\$45/Year





K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES  
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INDUSTRIAL STORMWATER PERMIT SUPPORT

**DRY AND WET WEATHER MONITORING SERVICES**

Dry and wet weather monitoring and reporting are key elements of the new permit. Wet weather monitoring, if missed, will not be viewed favorably by the State.

Therefore, in order to help DISTRICT to be sure to sample when required, we have negotiated services from our qualified consultant who will deploy personnel to do the required observations, sampling, and reports required, should DISTRICT experience a lack of trained personnel due to circumstances such as illness or attrition, or otherwise prefer to outsource these services on an ongoing basis.

Cost of services is dependent on how many districts opt in during any given period/day and where the district is located. The costs are based on the distance from Miramar Road and the 805 freeway. When more than one district requests a visit in a day, mileage may be calculated from the first district to the next and so on if it saves district costs.

If the following services are needed, at least 24 hour notice is required.

Please request a Dry/Wet Weather Service Form from AUTHORITY to receive monitoring services.

Service	Compliance Level	Cost (or Estimated Cost Range)
Dry Weather Monitoring and Reports  (Per Visit)	All	\$165 - \$525  Up to 20 Miles \$165 21-40 Miles \$230 41-60 Miles \$330 61 – 90 Miles \$418 91 – 140 Miles \$525
Wet Weather Monitoring and Reports  (Per Visit)	All	\$330 - \$880  Up to 20 Miles \$330 21-40 Miles \$440 41-60 Miles \$572 61 – 90 Miles \$715 91 – 140 Miles \$880

End of Exhibit A



**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 16, 2015**

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

**ITEM NUMBER:**        **B-6 New Business** **Action Item**  
                                 **Rejection of Claim – Student Injury at Murray Manor Elementary School**

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The District received a claim from an attorney alleging that his client was injured at Murray Manor Elementary School. The Joint Powers Authority (JPA) recommended the claim be rejected due to dispute of legal liability.

**ADMINISTRATIVE RECOMMENDATION**

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** LS-2 New Business  
Acceptance of Gift – Rolando Elementary School

<b>Action Item</b>
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Rolando Elementary school PTA would like to donate \$3,141 for study trip bus charges and \$897.00 for K-6 Accelerated Reader Award assemblies to Rolando Elementary.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept this gift with thanks.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** LS-3 New Business **Action Item**  
**Authorization to Enter into a Memorandum of Understanding with San  
Diego Youth Services to Help “At-Risk” Students**

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The District has a current Memorandum of Understanding (MOU) with San Diego Youth Services (SDYS) to provide various support services to students and families. The attached MOU provides additional behavioral health services for at-risk students. SDYS will coordinate services with District personnel to provide other means of correction for students exhibiting behavioral concerns at school. As the need for services continues to grow for students and their families, SDYS can provide these additional services at no cost to the District. Examples of services and interventions include:

- Group counseling
- Afterschool programs
- Parent education and support

**ADMINISTRATIVE RECOMMENDATION**

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



**Memorandum of Understanding  
Between  
San Diego Youth Services  
And  
La Mesa Spring Valley School District**

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

- I. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SDYS and the **La Mesa Spring Valley School District** for the purpose of implementing coordinated services in the proposed program. The goal of this program is: “To help At Risk youth.”
- II. **Term:** This Memorandum of Understanding shall begin on July 01, 2015 and will extend through June 30, 3017. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.
- III. **Description of Participation:**
  - A. **La Mesa Spring Valley School District** agrees, per this memorandum, to provide the following:
    1. Designate an individual as a point of contact for the program.
    2. Provide the names and contact information for all youth and their families for which services are to be provided.
    3. Communicate immediately if problems/concerns arise with students or program implementation.
    4. Provide coordinated input in the development of new programs, services and funding to insure that growth and expansion of services to children and their families fits into the ongoing aims of the collaboration.
    5. Support prevention strategies of SDYS, community collaborators, and through cross-agency activities of the Collaborative.
    6. Participation in community awareness, mandated reporting, and documentation activities of the Collaborative.
    7. Provide meeting and program space as available and appropriate.
  - B. San Diego Youth Services agrees, per this memorandum provide the following:

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

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

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

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

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

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

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

Amounts of Insurance:

Commercial General Liability occurrence	\$1,000,000 per occurrence
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Auto Liability for owned and non-owned vehicles occurrence	\$1,000,000 per occurrence
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Umbrella Liability	\$4,000,000 per occurrence
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Workers Compensation will be in conformance with the laws of State of California and applicable federal laws. The District shall file, with the Agency, Certificates of Insurance

indicating a thirty-day (30) cancellation notice and naming the La Mesa Spring Valley School District as an additional insured.

- VII. **Value of Services:** No Money is transferred. The value of staff time provided by San Diego Youth Services is approximately \$ 9,500.
- VIII. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days written notice.

\_\_\_\_\_  
Brain Marshall  
Superintendent  
**La Mesa Spring Valley School District**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**Date**

**Attachment A**  
**Business Associate Contract**  
Between  
**La Mesa Spring Valley School District and San Diego Youth Services, Inc.**

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

A Business Associate Contract is required as a part of the County of San Diego *Juvenile Probation Services funded "CAT" program*, agreement between San Diego Youth Services, Inc. and **La Mesa Spring Valley School District**. Subcontractors and Consultants of Business Associates are subject to the same restrictions as the Business Associates under the Covered Entities' Business Associate Contract.

For purposes of this agreement, the "Business Associate" shall be the Consultant **La Mesa Spring Valley School District**.

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

**I. Definition of Terms**

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



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

## II. Obligations & Activities of Business Associates

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

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

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

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

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

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

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

### IV. Obligations of Covered Entity

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

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

#### V. Permissible Requests by Covered Entity

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

#### VI. Term and Termination

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

#### VII. Miscellaneous

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

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

<b>Action Item</b>
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**Authorization to Enter into a Memorandum of Understanding with San Diego Youth Services and Healthy Start**

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

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

**ADMINISTRATIVE RECOMMENDATION**

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



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

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

- IX. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SDYS and the **Healthy Start** for the purpose of implementing coordinated services in the proposed program. The goal of this program is: “To help At Risk youth.”
  - X. **Term:** This Memorandum of Understanding shall begin on July 1, 2015 and will extend through June 30, 2017. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.
  - XI. **Description of Participation:**
- C. **Healthy Start** agrees, per this memorandum, to provide the following:
- 8. Designate an individual as a point of contact for the program.
  - 9. Provide the names and contact information for all youth and their families for which services are to be provided.
  - 10. Communicate immediately if problems/concerns arise with students or program implementation.
  - 11. Provide coordinated input in the development of new programs, services and funding to insure that growth and expansion of services to children and their families fits into the ongoing aims of the collaboration.
  - 12. Support prevention strategies of SDYS, community collaborators, and through cross-agency activities of the Collaborative.
  - 13. Participation in community awareness, mandated reporting, and documentation activities of the Collaborative.
  - 14. Provide meeting and program space as available and appropriate.
- D. San Diego Youth Services agrees, per this memorandum provide the following:
- 6. Provide oversight, facilitation and coordination of the program design, implementation, service delivery, information management, and reporting to ensure that a high caliber of services is maintained.
  - 7. Designate an individual as a point of contact for the program.

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

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

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

XIII. **Indemnification:** SDYS hereby indemnifies, defends, and holds harmless Healthy Start its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but

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

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

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

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

Amounts of Insurance:

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

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



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

_____	_____
<b>Brian Marshall</b>	<b>Date</b>
<b>Superintendent</b>	
<b>La Mesa Spring Valley School District</b>	
<b>Healthy Start</b>	

_____	_____
<b>Walter Philips</b>	<b>Date</b>
Executive Director	
<b>San Diego Youth Services</b>	

**Attachment A**  
**Business Associate Contract**  
Between  
**Healthy Start and San Diego Youth Services, Inc.**

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

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

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

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

I. Definition of Terms

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

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

## II. Obligations & Activities of Business Associates

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

A of the contract, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 Code of Federal Regulations Section 164.528.

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

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

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

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

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

### IV. Obligations of Covered Entity

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

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

#### V. Permissible Requests by Covered Entity

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

#### VI. Term and Termination

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

#### VII. Miscellaneous

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** LS-5 New Business

<b>Action Item</b>
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**Authorization to Enter into a Memorandum of Understanding with  
Family Health Centers of San Diego, County of San Diego Health and  
Human Services Agency, and Children's Mental Health Services**

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

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

**ADMINISTRATIVE RECOMMENDATION**

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

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into and executed as of **July 1, 2015**, by and between **Family Health Centers of San Diego, Spring Valley Elementary ("Provider")**, County of San Diego, Health and Human Services Agency, Children's Mental Health Services ("County"); and **La Mesa Spring Valley School District ("District")**, with respect to the following matters:

- A. The parties to this MOU desire to provide mental health services, including individual, collateral, family and group psychotherapy services, medication support and case management services under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Funded Mental Health Services to Medi-Cal eligible children/youth and under the Mental Health Services Act (MHSA) to eligible SED children/youth.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the delivery of EPSDT and MHSA services.
- C. This agreement shall be effective from **July 1, 2015** 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 County: **Director, Health and Human Services Agency**

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

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

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

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

Revised 03/05/15

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

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

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

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

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

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

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

Provider: **Family Health Centers of San Diego, Community Circle East**

Name: **Fran Butler- Cohen**

Date: 5/20/15

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

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

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

Name: **Brian Marshall**

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

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

Title: **Superintendent**

County: **San Diego**

Name: **Nick Macchione**

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

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

Title: **Director and Deputy Chief Administrative Officer**

County: **San Diego**

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

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

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

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

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**June 16, 2015**

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

**ITEM NUMBER:** LS-6 New Business  
Authorization to Approve Local Education Agency Plan

<b>Action Item</b>
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The federal government requires all LEAs (Local Education Agency) that receive funds under the No Child Left Behind Act of 2001 to write a LEA Plan. LEA Plans cover a three-year period. Title III regulations require LEAs to review and update the district LEA Plan annually, including the budget. LEA Plans must include goals in the following areas:

- Proficiency in reading/language arts
- Proficiency in mathematics
- Proficiency for high priority students (students with disabilities)
- Effective teaching and administration
- Implementation, involvement and monitoring (parent participation)
- English learners:
  - AMAO 1 - Annual progress learning English
  - AMAO 2 - English proficiency
  - AMAO 3 – AYP for EL subgroup in ELA and mathematics
  - High quality professional development
  - EL Parent and community participation
  - Parent Notification
  - Services for immigrant students

Many, but not all of the goals required in the LEA Plan align with the State-required goals in the Local Control Accountability Plan (LCAP). The revised LEA Plan includes all applicable actions and budget items found in the LCAP.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to approve the enclosed Local Education Agency Plan.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** LS-7 New Business **Action Item**  
**Authorization to Enter into Agreements with San Diego County Office of  
Education to Participate in Science Outreach Programs and Marine  
Science Floating Lab**

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The San Diego County Office of Education (SDCOE) has provided the attached agreement for participation in Science Outreach Programs which include the Green Machine, Splash Science Mobile Lab and the Marine Science Floating Lab.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into an agreement with SDCOE to participate in Science Outreach programs for the 2015-2016 school year.

**San Diego County Office of Education**

**SCIENCE OUTREACH PROGRAM  
FIELD TRIP AGREEMENT – 2015-2016**

THIS AGREEMENT, made this July 1, 2015 and which will terminate on June 30, 2016, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and La Mesa/Spring Valley School District hereinafter called the "District/School/Organization", mutually agree as follows:

**1. Basis of Agreement**

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

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

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

**2. Scope of Agreement**

**A. General**

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2015-2016:

- 1) **Green Machine**  
\$450.00 per trip, serving up to four 1-hour classes of up to 30 students each  
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.
- 2) **Splash Science Mobile Lab**  
\$670.00 per trip, serving up to four 1-hour classes of up to 36 students each  
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/storm drain, GIS examination of local watersheds, water conservation, San Diego estuary, and microscope.
- 3) **Marine Science Floating Lab**  
\$690.00 per trip, serving up to 40 people on one of two boats. This program consists of  
Half-day field trip on San Diego Bay with hands-on science instruction and materials.

**B. County agrees to provide:**

- 1) Instructional materials and equipment.
- 2) Boat transportation with qualified crew (Floating Lab only).
- 3) Curriculum and instruction.
- 4) Invoicing of the District/School/Organization for the field trip.

C. District/School/Organization agrees to:

- 1) Schedule their participation in the program of choice with the County by phone or email.
- 2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO, check or, for Private Schools only, a Personal Letter of Guaranty signed by the site administrator).
- 3) Send no more than the maximum number of allowed per Marine Science Floating Lab field trip (40, including chaperones/teachers). If the school arrives for the field trip with a group size of more than 40, the ship captain may, at his/her sole option; refuse to take more than the maximum of 40 on board or agree to accept additional passengers up to a maximum of 45 with the understanding that the District/School/Organization agrees to pay an additional fee of \$50 for each person in excess of 40. Group sizes in excess of 45 will not be accepted under any circumstances. If the group arrives with more than 40, and the ship captain refuses to take more than 40 on board, the group may elect to leave some behind or cancel the trip. If the trip is canceled by the group in this circumstance, there will be no refund or compensation to the District/School/Organization.
- 4) Provide a minimum of number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult, the Splash Science Mobile Lab requires two participating adults and the Marine Science Floating Lab requires a minimum of one participating adult.
  - a. Splash Lab and Green Machine only - If the school cannot provide the required participating adults, they must inform County a minimum of five days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$150 per participant provided by County.
- 5) Provide written notification to County of field trip cancellation a minimum of twenty (20) working days in advance of the scheduled trip. Cancellation with less than twenty working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.
- 6) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.
- 7) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. **Authorization to Copy Materials**

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

4. **Confidentiality of Service or Work**

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

5. **Independent Contractor**  
It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.
6. **Hold Harmless**  
The District/School/Organization agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:
- A. Any injury to person, including death therefrom, or damage to property sustained by the District/School/Organization or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
- B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School/Organization, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School/Organization at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.
7. **Insurance Requirements**  
Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.
8. **Compliance With Laws**  
The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.
9. **Compensation/Costs and Payment Schedule**  
The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.
10. **Termination**  
It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.
11. **Audit**  
The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.



12. **Safety**

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

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

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

14. **Final Approval**

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

15. **Contract Participants**

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

16. **County Contact Person**

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

17. **Entire Agreement**

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

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

**La Mesa/Spring Valley School District**

By \_\_\_\_\_

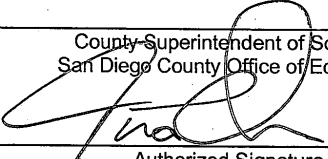
Title \_\_\_\_\_

Date \_\_\_\_\_

Authorized or ratified by the

Board of Education

on \_\_\_\_\_

County Superintendent of Schools San Diego County Office of Education

Authorized Signature
Senior Director of Outdoor Education
Title
May 15, 2015
Date

Authorized by the San Diego County Board

Education on March 11, 2015

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

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** LS-8 New Business

<b>Action Item</b>
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**Authorization to Enter Into a Medi-Cal Billing Services Agreement with  
San Joaquin County Office of Education**

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Federal regulations allow for the reimbursement of health-related services provided to Medi-Cal eligible students. Participation in this program generates approximately \$600,000.00 per year. Funds are used to offset salaries and benefits incurred by employees overseeing and providing health-related services to students on IEPs, including continuation of the La Mesa-Spring Valley Healthy Start program.

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

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into a Billing Services Agreement with San Joaquin County Office of Education.

## **SAN JOAQUIN COUNTY OFFICE OF EDUCATION LEA MEDI-CAL BILLING SERVICES AGREEMENT**

This Agreement made and entered this July 1, 2015, between **La Mesa Spring Valley School District** (hereinafter referred to as "**CLIENT**"), having an address at 4750 Date Avenue, La Mesa, CA 91942 and **San Joaquin County Office of Education** (hereinafter referred to as "**SJCOE**") having an address at 2901 Arch-Airport Road, Stockton, California 95206.

The parties hereto agree that **SJCOE** will provide Medi-Cal LEA Billing Option Claiming Services to **CLIENT**. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** shall hold **SJCOE** harmless from claims by its subcontracting organizations. **CLIENT** shall inform **SJCOE** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

### **1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES**

This Agreement shall be effective for twelve (12) consecutive months commencing on July 1, 2015, for preparing claims for **CLIENT**. Claims will be submitted on a monthly basis.

This Agreement shall automatically renew for additional periods of twelve (12) months each unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

**CLIENT** may terminate this Agreement, with or without cause, upon ninety (90) days written notice to **SJCOE**, provided that **CLIENT** agrees to pay **SJCOE** all fees for services provided by **SJCOE** through the date of termination.

### **2. FEE SCHEDULE**

**CLIENT** shall pay **SJCOE** 9.0 percent of the funds which Medi-Cal pays **CLIENT** on **CLIENT'S** claims, submitted by **SJCOE** pursuant to this Agreement. In accordance with regulations 42 CFR [§447.10](#) and [22 CCR § 51502.1](#), **SJCOE** will validate the 9.0 percent charged to **CLIENT** by the number of processing and administrative hours worked on the project assuming 80% of the LEA Coordinator's time and 20% of the LEA Project Liaison's time.

**SJCOE** anticipates receiving periodic reports from Medi-Cal regarding which **CLIENT'S** claims, submitted by **SJCOE**, were paid by Medi-Cal. Based on such reports, **SJCOE** shall submit invoices to **CLIENT**, which shows the amount **CLIENT** must pay **SJCOE** for claims submitted by **SJCOE** and paid to **CLIENT**. **CLIENT** must remit payment to **SJCOE** for the claims paid, as reflected on **SJCOE'S** invoice to **CLIENT**, within thirty (30) days of receipt of **SJCOE'S** invoice.

In the event **CLIENT** must repay Medi-Cal for all or part of any disallowed claim payment, **SJCOE** will reimburse **CLIENT** for that portion of its fee related to the Medi-Cal repayment. **SJCOE** will pay **CLIENT** within thirty (30) days of notification by **CLIENT**.

3. **OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS**

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **SJCOE** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **SJCOE** and **CLIENT**, the sole and exclusive property of **SJCOE**. **CLIENT** agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

4. **CONFIDENTIALITY OF DATA**

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each part agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence and each part agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

5. **INPUT DATA**

Accurate, complete, and correct data necessary for **SJCOE** to perform its services hereunder shall be the sole responsibility of **CLIENT**. **SJCOE** shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**.

**SJCOE** shall be responsible for the input of all information given to **SJCOE** by **CLIENT** in a reasonably accurate, complete and correct form provided same is provided to **SJCOE** by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **SJCOE** to input such data, provided such data has been accurately, completely and correctly transmitted to **SJCOE**, shall be the sole responsibility of **SJCOE** and shall be corrected by **SJCOE**.

6. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

**SJCOE SHALL NOT BE LIABLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAYS OR FAILURE IN PERFORMANCE OR NON-PERFORMANCE OR INTERRUPTION OF SERVICE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSE BEYOND THE REASONABLE CONTROL OF SJCOE.**

**SJCOE'S LIABILITY, UNDER THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES. SJCOE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT.**

**7. OPERATING PROCEDURES**

**SJCOE** shall be responsible for the processing of all those claims for services rendered by **CLIENT** and its employees, which have been turned over to **SJCOE** for processing.

**SJCOE** agrees to:

Provide training, continuing education, and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims to Medi-Cal.

Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS), formerly HCFA, guidelines as they pertain to the provision of services under this Agreement.

Establish and maintain procedures for the timely preparation of claims to Medi-Cal. This includes setting time schedules that must be adhered to by **CLIENT's** staff.

Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal. Prepare and submit weekly claims to Medi-Cal for payment.

Assign an account manager to provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. The account manager will provide all program support to **CLIENT** and will direct other **SJCOE** resources to **CLIENT** as required. The account manager will coordinate all training and on-site support activities for **CLIENT**.

**CLIENT** agrees to:

Provide **SJCOE**, on a timely basis, all forms and documentation in a manner prescribed by **SJCOE** and as required for the successful preparation and submission of claims.

Arrange for **CLIENT** staff to attend mandatory training sessions related to forms completion. Oversee the completion of forms by staff.

Provide a contact person who shall serve as coordinator for all **CLIENT** activities. This person will work directly with **SJCOE's** account manager.

Notify **SJCOE** of any errors and/or omissions in information sent to **SJCOE** so that **SJCOE** may process a claim adjustment for submission to Medi-Cal.

**8. GENERAL**

- a) **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all

prior and contemporaneous agreements and understandings of the parties in connection therewith.

- b) **SUCCESSORS** – This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- c) **ATTORNEYS** – In the event that either **SJCOE** or **CLIENT** commences a legal proceeding, each party shall pay their own attorney's fees.
- d) **SEVERABILITY** – In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- e) **NOTICES** – Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.
- f) **STATE LAW** – This Agreement shall be governed by and construed in accordance with the laws of California.
- g) **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement shall survive the termination of this Agreement and shall be in full force and effect notwithstanding such expiration or termination.
- h) **ANTI-FRAUD AND ABUSE** – Notwithstanding anything to the contrary herein this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly herein or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- i) **DESCRIPTIVE HEADINGS** - The descriptive headings in the Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

9. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **SJCOE** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran or disability status. It is **SJCOE's** policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

**SJCOE MAKES NO REPRESENTATION OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY STATED HEREIN.**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year below written.

**San Joaquin County Office of Education**

**La Mesa Spring Valley School District**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: James Mousalimas

NAME: Brian Marshall

TITLE: County Superintendent of Schools

TITLE: Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

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

**Action Item**

**Authorization to Enter into an Agreement of Participation with Orange  
County Office of Education for Medi-Cal Administrative Activities**

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Federal regulations allow for the reimbursement of fee-for-service and administrative costs incurred by school districts when health-related services are provided to Medi-Cal eligible students and/or when information is provided to parents on how to access health-related services.

In order to comply with all necessary state requirements related to Medi-Cal Administrative Activities (MAA) reimbursement, the District contracts with Orange County Office of Education as a member of the Region 9 Local Education Consortium (LEC). The attached Agreement of Participation will allow the District to continue requesting reimbursement for appropriate Medi-Cal activities.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into an Agreement of Participation with the Orange County Office of Education for Medi-Cal Administrative Activities.



1 AGREEMENT NUMBER 41722

2 LA MESA-SPRING VALLEY SCHOOL DISTRICT  
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July,  
6 2015, by and between the Orange County Superintendent of Schools,  
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local  
8 Educational Consortium (LEC), hereinafter referred to as  
9 SUPERINTENDENT, and the La Mesa-Spring Valley School District, 4750  
10 Date Ave., La Mesa, California 91942, hereinafter referred to as  
11 DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred  
12 to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement with the  
15 California State Department of Health Care Services, hereinafter  
16 referred to as STATE, which is incorporated herein by this  
17 reference, to serve as the Local Educational Consortium (LEC) for  
18 the Region 9 in accordance with the California Welfare and  
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE to  
21 represent school districts and county offices located in Region 9,  
22 hereinafter referred to as LEA (Local Education Agency) to  
23 administer School-based Medi-Cal Administrative Activities (SMAA)  
24 described as Administrative Claiming process in the California  
25 Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative  
Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and  
2 potentially eligible individuals, and their families where  
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;  
4 and

5 WHEREAS, DISTRICT is providing School-based Medi-Cal  
6 Administrative Activities and wishes to participate in the School-  
7 based Medi-Cal Administrative Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
10 (1) year commencing on July 1, 2015, and ending on June 30, 2016,  
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

- 13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
14 amended as necessary to comply with all Federal, state  
15 and SUPERINTENDENT'S program requirements.
- 16 b. "Certify" to the STATE the amount of DISTRICT'S general  
17 funds or any other funds allowed under Federal law and  
18 regulation expended on the allowable "Program  
19 activities".
- 20 c. Certify to the STATE the availability and expenditure of  
21 one hundred percent (100%) of the non-Federal cost of  
22 performing Program activities.
- 23 d. Certify to the STATE that DISTRICT expenditures  
24 represent costs that are eligible for Federal financial  
25 participation for that fiscal year.
- e. Act as liaison between STATE and DISTRICT.

- 1 f. As mandated, provide a software platform through a third  
2 party vendor, through which the DISTRICT shall utilize  
3 the Random Moment Time Study (RMTS) process. Although  
4 the SUPERINTENDENT will make every reasonable effort to  
5 facilitate the use of the software platform, the  
6 SUPERINTENDENT is not responsible for problems resulting  
7 from software platform or system errors.
- 8 g. Represent DISTRICT'S issues, concerns, and questions at  
9 scheduled statewide LEC Advisory Committee meetings,  
10 STATE meetings, and SMAA Program work groups.
- 11 h. As mandated by STATE, attend STATE trainings.
- 12 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
13 and trainings.
- 14 j. On behalf of STATE, provide STATE approved training  
15 materials and updates to DISTRICT.
- 16 k. On behalf of STATE, provide Program technical  
17 assistance.
- 18 l. Review DISTRICT'S quarterly invoice documents for  
19 accuracy and completeness and request corrections if  
20 necessary.
- 21 m. Review corrected documents for compliance with rules and  
22 regulations; work with DISTRICT to resolve any  
23 outstanding matters that prevent SUPERINTENDENT'S  
24 certification of claim.
- 25 n. Code all SMAA RMTS moments and make available to the  
DISTRICT its RMTS results.

- 1 o. Provide DISTRICT access to STATE SMAA Appeal Process  
2 upon request.
- 3 p. Appeal DISTRICT decision or action through the STATE  
4 SMAA Appeal Process if necessary.
- 5 q. Review and submit the Random Moment Time Study (RMTS)  
6 quarterly invoice to the STATE on behalf of the DISTRICT  
7 and convey to the DISTRICT by warrant all funds received  
8 on behalf of DISTRICT from the STATE less any amount due  
9 the SUPERINTENDENT as defined in Section 5.0 of this  
10 AGREEMENT. No funds will be conveyed to DISTRICT for  
11 invoices that have been disallowed by the STATE.
- 12 r. Monitor compliance of DISTRICT with all Federal, STATE,  
13 and SUPERINTENDENT'S Program requirements.
- 14 s. Designate an employee to act as liaison to DISTRICT  
15 regarding issues relating to this AGREEMENT.

16 3.0 RESPONSIBILITIES OF DISTRICT.

- 17 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
18 amended as necessary to comply with all Federal, STATE  
19 and SUPERINTENDENT'S program requirements.
- 20 b. RMTS software platform may be accessed only by employees  
21 of the DISTRICT for RMTS purposes. DISTRICT agrees to  
22 comply with the confidentiality and other requirements  
23 associated with use of the RMTS software platform.  
24 DISTRICT shall be responsible for any unauthorized use  
25 and understands that the DISTRICT may be held liable.

- 1 c. Quarterly assess SMAA claiming potential within the  
2 DISTRICT and determine which staff perform SMAA  
3 activities and will participate in the Random Moment  
4 Time Study (RMTS) and what direct charges, if  
5 applicable, will be claimed.
- 6 d. Certify to the SUPERINTENDENT and STATE the amount of  
7 DISTRICT'S general funds or any other funds allowed  
8 under Federal law and regulations expended on the  
9 allowable "Program activities".
- 10 e. Comply fully with all Title XIX Federal, STATE, and  
11 SUPERINTENDENT'S Program requirements.
- 12 f. Certify to SUPERINTENDENT and STATE the availability and  
13 expenditure, from allowable non-Federal funding sources,  
14 of one hundred percent (100%) of the cost of performing  
15 Program activities.
- 16 g. Certify to SUPERINTENDENT and STATE expenditures  
17 represent costs that are eligible for Federal financial  
18 participation for that fiscal year.
- 19 h. If subcontracting for certain administrative activities,  
20 provide SUPERINTENDENT with a copy of the DISTRICT'S  
21 contract with vendor. DISTRICT may include vendor's  
22 allowable costs on its invoice, to the extent that same  
23 tasks are not performed by the SUPERINTENDENT and with  
24 the understanding that the total vendor fees cannot  
25 exceed fifteen percent (15%).

- i. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.
- j. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Study (RMTS) Rosters, reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.
- k. Respond to SUPERINTENDENT reviews with information and corrected documents upon request.
- l. Work with SUPERINTENDENT to resolve any outstanding matters.
- m. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.
- n. Complete quarterly Random Moment Time Study (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.
- o. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied according to the School-based Medi-Cal Administrative Activities (SMAA) Manual.

- 1           p.    Develop and maintain at the DISTRICT an Operational  
2           Plan/Audit File to include at a minimum the following:
- 3               • Training materials.
  - 4               • Random Moment Time Study (RMTS) Time Survey  
5               Participant (TSP) Roster Reports and other  
6               documentation, including validation of time  
7               survey participant attendance.
  - 8               • Time certification and supporting documentation  
9               for direct charge staff.
  - 10              • Position Descriptions/Duty Statements.
  - 11              • Medi-Cal Percentage documentation.
  - 12              • Invoice documents and supporting documentation.
  - 13              • Contracts/MOU.
  - 14              • Organizational Charts.
  - 15              • School Calendar.
  - 16              • Resource Directories and outreach materials.
  - 17              • Program review documentation.
- 18           q.    Prepare and certify School-based MAA invoices in  
19           conformance with STATE requirements and timelines.
- 20           r.    Provide SUPERINTENDENT with copies of SMAA invoice  
21           supporting documentation upon request.
- 22           s.    DISTRICT agrees to maintain and preserve, documentation  
23           for a period of not less than five years after  
24           termination of Agreement Number 41722 and final payment  
25           from Department of Health Care Services (DHCS) to  
             SUPERINTENDENT, to permit Department of Health Care  
             Services (DHCS) or any duly authorized representative,  
             to have access to examine or audit any pertinent books,  
             documents, papers and records related to this AGREEMENT  
             and to allow interviews of any employee who might  
             reasonably have information related to such records.

1 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand  
2 dollars (\$10,000.00), DISTRICT shall agree and comply  
3 with the following terms and conditions:

4 1. Maintain books, records, documents, and other  
5 evidence, accounting procedures and practices,  
6 sufficient to properly reflect all direct and  
7 indirect costs of whatever nature claimed to  
8 have been incurred in the performance of this  
9 AGREEMENT, including any matching costs and  
10 expenses. The foregoing constitutes "records"  
11 for the purpose of this provision.

12 2. DISTRICT'S facility or office or such part  
13 thereof as may be engaged in the performance  
14 of this AGREEMENT and its records shall be  
15 subject at all reasonable times to inspection,  
16 audit, and reproduction.

17 3. The Department of Health Care Services (DHCS),  
18 the Department of General Services, the Bureau  
19 of State Audits, or their designated  
20 representatives including the Comptroller  
21 General of the United States shall have the  
22 right to review and to copy any records and  
23 supporting documentation pertaining to the  
24 performance of this AGREEMENT. DISTRICT agrees  
25 to allow the auditor(s) access to such records  
during normal business hours and to allow



1 interviews of any employees who might  
2 reasonably have information related to such  
3 records. Further, DISTRICT agrees to include a  
4 similar right of the STATE to audit records  
5 and interview staff related to performance of  
6 this AGREEMENT.

- 7 4. Preserve and make available its records (1)  
8 for a period of five (5) years from the date  
9 of final payment under this AGREEMENT, and (2)  
10 for such longer period, if any, as required by  
11 applicable statute, by any other provision of  
12 this AGREEMENT, or by subparagraphs (a) or (b)  
13 below:

14 (a) If this AGREEMENT is completely or  
15 partially terminated, the records  
16 relating to the work terminated shall be  
17 preserved and made available for a period  
18 of three (3) years from the date of  
19 resulting final settlement.

20 (b) If any litigation, claim, negotiation,  
21 audit, or other action involving the  
22 records has been started before the  
23 expiration of the three-year period, the  
24 records shall be retained until  
25 completion of the action and resolution  
of all issues which arise from it, or

1                   until the end of the regular three-year  
2                   period, whichever is later.

3           5.   DISTRICT shall comply with the above  
4               requirements and be aware of the penalties for  
5               violations of fraud and for obstruction of  
6               investigation as set forth in Public Contract  
7               Code §10115.10, if applicable.

8           6.   DISTRICT, may at its discretion, following  
9               receipt of final payment under this AGREEMENT,  
10              reduce its accounts, books and records related  
11              to this AGREEMENT to microfilm, computer disk,  
12              CD ROM, DVD, or their data storage medium.  
13              Upon request by an authorized representative  
14              to inspect, audit or obtain copies of said  
15              records, DISTRICT must supply or make  
16              available applicable devices, hardware, and/or  
17              software necessary to view, copy and/or print  
18              said records. Applicable devices may include,  
19              but are not limited to microfilm readers and  
20              microfilm printers, etc.

21       u.   The STATE, through any authorized representatives, has  
22            the right at all reasonable times to inspect or  
23            otherwise evaluate the work performed or being performed  
24            hereunder and the premises in which it is being  
25            performed. If any inspection or evaluation is made of  
             the premises of DISTRICT, DISTRICT shall provide all

1 reasonable facilities and assistance for the safety and  
2 convenience of the authorized representative in the  
3 performance of their duties. All inspections and  
4 evaluations shall be performed in such a manner as will  
5 not unduly delay the work.

6 v. In the event an invoice is revised or is disallowed by  
7 the STATE, agree to reimburse SUPERINTENDENT within  
8 thirty (30) days of receipt of an invoice from  
9 SUPERINTENDENT evidencing SUPERINTENDENT'S payment to  
10 the STATE for DISTRICT'S revised or disallowed invoice.

11 w. Ensure no duplicative billings.

12 x. Hold SUPERINTENDENT harmless from any Federal  
13 disallowance of SMAA claim payments made to DISTRICT by  
14 the STATE.

15 y. Designate an employee to act as a liaison with  
16 SUPERINTENDENT to provide DISTRICT specific information  
17 relative to SMAA Program administration and fiscal  
18 issues.

19 z. Complete and return with the fully executed AGREEMENT,  
20 SUPERINTENDENT'S School-based Medi-Cal Administrative  
21 Activities (SMAA) District Information 2015/2016 form,  
22 Appendix "A", attached hereto and incorporated by  
23 reference herein.

24 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
25 DISTRICT'S responsibilities outlined in Section 3.0 of this  
AGREEMENT and after SUPERINTENDENT has received reimbursement from

1 the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT  
2 shall convey to DISTRICT by warrant, all funds received on behalf of  
3 DISTRICT from the STATE less any amount due the SUPERINTENDENT and  
4 STATE as determined in Section 5.0 below. No funds will be conveyed  
5 to DISTRICT for invoices that have been revised or disallowed by the  
6 STATE or Federal. Payment to DISTRICT shall be made within forty-  
7 five (45) days of receipt and reconciliation of STATE funds by  
8 SUPERINTENDENT.

9 5.0 FEE SCHEDULE.

10 A. Annual STATE Participation Fee. DISTRICT will be responsible  
11 for DISTRICT'S share of the STATE Participation Fee, which is based  
12 on the STATE'S cost for administering the SMAA claiming process.  
13 SUPERINTENDENT will reduce DISTRICT'S quarterly SMAA claim  
14 reimbursement for DISTRICT'S share of the STATE Participation Fee  
15 increase.

16 B. DISTRICT will be responsible for DISTRICT'S share of the  
17 State RMTS Software Platform Fee, which is based on the DISTRICT'S  
18 actual cost of utilizing the State RMTS Software Platform through a  
19 third party administrator selected by the Region 9 LEC for the  
20 Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for  
21 DISTRICT'S share of the software platform fees.

22 C. SUPERINTENDENT'S Administrative Support Fees. After  
23 SUPERINTENDENT has received reimbursement from the STATE for  
24 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to  
25 DISTRICT an amount equal to the Federal share of cost received as  
reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less

1 four and one-half percent (4.5%) fee per quarterly claim which will  
2 be used to support SUPERINTENDENT'S SMAA administration. The  
3 four and one-half percent (4.5%) fee may be amended as necessary to  
4 support compliance with all Federal, STATE and SUPERINTENDENT'S  
5 program requirements.

6 D. The obligations of SUPERINTENDENT and DISTRICT under this  
7 AGREEMENT are contingent upon the availability of funds furnished by  
8 the United States Government and the State of California. In the  
9 event that such funding is terminated or reduced, this AGREEMENT may  
10 be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal  
11 obligations hereunder shall be limited to a pro-rated amount of  
12 funding actually received by the SUPERINTENDENT and DISTRICT from  
13 the United States Government and the State of California under this  
14 AGREEMENT. SUPERINTENDENT shall provide DISTRICT written  
15 notification of such termination. Notice shall be deemed given when  
16 received by the DISTRICT or no later than three (3) days after the  
17 day of mailing, whichever is sooner.

18 6.0 FEDERAL CLAIMING.

19 A. TITLE 31 - Money and Finance, Subtitle V - General  
20 Assistance Administration, Chapter 75 - Requirements for Single  
21 Audits, Section 7502 requires each pass through entity provide the  
22 sub-recipient program names and any identifying numbers from which  
23 such assistance is derived. The Catalog of Federal Domestic  
24 Assistance (CFDA) number for this Federal program is 93.778, Medical  
25 Assistance Program (Medi-Cal).

1 B. A "Vendor" means a dealer, distributor, merchant, or other  
2 seller providing goods or services that are required for the conduct  
3 of a Federal program. These goods or services may be for an  
4 organization's own use or for the use of beneficiaries of the  
5 Federal program. Additional guidance on distinguishing between a  
6 sub-recipient and a vendor is provided in OMB Circular A-133.

7 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
8 this AGREEMENT, shall be and act as an independent contractor.  
9 SUPERINTENDENT understands and agrees that he/she and all of his/her  
10 employees shall not be considered officers, employees or agents of  
11 the DISTRICT, and are not entitled to benefits of any kind or nature  
12 normally provided employees of the DISTRICT and/or to which  
13 DISTRICT'S employees are normally entitled, including, but not  
14 limited to, State Unemployment Compensation or Workers'  
15 Compensation. SUPERINTENDENT assumes full responsibility for the  
16 acts and/or omissions of his/her employees or agents as they relate  
17 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
18 shall assume full responsibility for payment of all Federal, STATE  
19 and local taxes or contributions, including unemployment insurance,  
20 social security and income taxes with respect to SUPERINTENDENT'S  
21 employees.

22 8.0 COPYRIGHT.

23 A. DISTRICT understands and agrees that all forms, plans, and  
24 related instructional materials developed by SUPERINTENDENT or  
25 DISTRICT under this AGREEMENT shall become the exclusive property of  
the Department of Health Care Services. The Department of Health

1 Care Services shall have all right, title and interest in said  
2 matters, including the right to secure and maintain the copyright,  
3 trademark and/or patent all forms and related instructional  
4 materials developed under this AGREEMENT.

5 9.0 HOLD HARMLESS.

6 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
7 harmless DISTRICT, its Governing Board, and its officers, agents,  
8 and employees from liability and claims of liability for bodily  
9 injury, personal injury, sickness, disease, or death of any person  
10 or persons, or damage to any property, real, personal, tangible or  
11 intangible, arising out of the negligent acts or omissions of  
12 employees, agents or officers of SUPERINTENDENT or the Orange County  
13 Board of Education during the term of this AGREEMENT.

14 B. DISTRICT hereby agrees to indemnify, defend, and hold  
15 harmless SUPERINTENDENT, the Orange County Board of Education, and  
16 its officers, agents, and employees from liability and claims of  
17 liability for bodily injury, personal injury, sickness, disease, or  
18 death of any person or persons, or damage to any property, real,  
19 personal, tangible or intangible, arising out of the negligent acts  
20 or omissions of employees, agents or officers of DISTRICT during the  
21 term of this AGREEMENT.

22 10.0 CONFIDENTIALITY.

23 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
24 of their respective records and information, governing the  
25 confidentiality of client or student information for Medi-Cal  
clients served under this AGREEMENT. Applicable laws include, but

1 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
2 431.300, Welfare and Institutions Code, Section 14100.2 and 22  
3 California Code of Regulations Section 51009 and all applicable  
4 Federal and/or STATE laws or regulations as each may now exist or be  
5 hereafter amended. The confidentiality obligations contained in  
6 this section shall survive termination of this AGREEMENT.

7 B. DISTRICT understands and agrees to take all reasonable  
8 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S  
9 agents' proprietary data provided for purposes of this AGREEMENT  
10 hereinafter defined as data file specifications, related  
11 instructions, management reports, training materials, plans or other  
12 information relating to the performance of SUPERINTENDENT'S agents  
13 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant  
14 to this AGREEMENT. DISTRICT shall not during or after the term of  
15 this AGREEMENT, permit the copying, duplication, or use of any of  
16 SUPERINTENDENT'S agents' proprietary data by or to any person other  
17 than authorized employees, agents or representatives of DISTRICT.

18 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
19 to assure that the information supplied to SUPERINTENDENT hereunder  
20 shall be true, complete, and accurate in all respects. DISTRICT  
21 shall assume sole responsibility for the truth, completeness and  
22 accuracy of all information supplied to SUPERINTENDENT and agrees  
23 that SUPERINTENDENT shall have no responsibility or liability for  
24 the truth, completeness or accuracy of any information submitted by  
25 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify



1 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
2 requirements.

3 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
4 for damages or losses to DISTRICT employees, agents, independent  
5 contractors or students relating to lost medical services or lost  
6 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
7 any sums DISTRICT does not obtain in reimbursement from the STATE,  
8 or for any incidental, indirect, special or consequential damages to  
9 DISTRICT arising from the denial of any request for reimbursement  
10 from the STATE.

11 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
12 AGREEMENT shall not be assigned by the DISTRICT without prior  
13 written approval of SUPERINTENDENT.

14 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
15 must meet the approval of the DISTRICT and shall be subject to the  
16 DISTRICT'S general right of inspection to secure the satisfactory  
17 completion thereof. SUPERINTENDENT and DISTRICT agree to comply  
18 with all Federal, STATE and local laws, rules, regulations and  
19 ordinances that are now or may in the future become applicable to  
20 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in  
21 operations covered by this AGREEMENT or accruing out of the  
22 performance of such operations.

23 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT  
24 shall complete and return with the fully executed AGREEMENT the  
25 Certification Regarding Lobbying form, Appendix "B", attached hereto  
and incorporated by reference herein, that the DISTRICT has not

1 made, and will not make, any payment prohibited by Item 1 of the  
2 Certification Regarding Lobbying form.

3 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
4 AGREEMENT, DISTRICT certifies to the best of its knowledge and  
5 belief, that it:

6 a. Is not presently debarred, suspended, proposed for  
7 debarment, declared ineligible, or voluntarily excluded by any  
8 federal department or agency;

9 b. Has not within a three-year period preceding this  
10 AGREEMENT been convicted of or had a civil judgement rendered  
11 against them for commission of fraud or a criminal offense in  
12 connection with obtaining, attempting to obtain, or performing a  
13 public (Federal, STATE or local) transaction or contract under a  
14 public transaction; violation of Federal or STATE antitrust statutes  
15 or commission of embezzlement, theft, forgery, bribery,  
16 falsification or destruction of records, making false statements, or  
17 receiving stolen property.

18 c. Is not presently indicted for or otherwise criminally or  
19 civilly charged by a government entity (Federal, STATE or local)  
20 with commission of any of the offenses enumerated in Section 16.0(b)  
21 herein; and

22 d. Has not within a three-year period preceding this  
23 AGREEMENT had one or more public transactions (Federal, STATE or  
24 local) terminated for cause or default.

1 e. The terms and definitions herein have the meanings set  
2 out in the Definitions and Coverage sections of the rules  
3 implementing Federal Executive Order 12549.

4 f. If DISTRICT is unable to certify to any of the statements  
5 in this certification, DISTRICT shall submit an explanation to  
6 SUPERINTENDENT.

7 g. If DISTRICT knowingly violates this certification, in  
8 addition to other remedies available to the Federal Government, the  
9 Department of Health Care Services (DHCS) may terminate this  
10 AGREEMENT for cause or default.

11 17.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
12 SUPERINTENDENT and DISTRICT agree that they shall not engage nor  
13 employ any unlawful discriminatory practices in employment of  
14 personnel or in any other respect on the basis of sex, race, color,  
15 ethnicity, national origin, ancestry, religion, age, marital status,  
16 medical condition, sexual orientation, physical or mental disability  
17 or any other protected group in accordance with the requirements of  
18 all applicable Federal or STATE law.

19 18.0 TOBACCO USE POLICY. In the interest of public health,  
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
21 use of any tobacco products are prohibited in buildings and  
22 vehicles, and on any property owned, leased or contracted for by the  
23 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure  
24 to abide with conditions of this policy could result in the  
25 termination of this AGREEMENT.

1 19.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
2 or without cause, terminate this AGREEMENT with the giving of thirty  
3 (30) days prior written notice to the other party. However, once  
4 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
5 of Health Care Services (DHCS), according to the School-based Medi-  
6 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
7 terminate until the next quarter survey period.

8 20.0 NOTICE. All notices or demands to be given under this  
9 AGREEMENT by either party to the other shall be in writing and given  
10 either by: (a) personal service or (b) by U.S. Mail, mailed either  
11 by registered or certified mail, return receipt requested, with  
12 postage prepaid. Service shall be considered given when received if  
13 personally served or if mailed on the third day after deposit in any  
14 U.S. Post Office. The address to which notices or demands may be  
15 given by either party may be changed by written notice given in  
16 accordance with the notice provisions of this section. As of the  
17 date of this AGREEMENT, the addresses of the parties are as follows:

18 DISTRICT: La Mesa-Spring Valley School District  
4750 Date Ave.  
19 La Mesa, CA California 91942  
Attn: Andrew Smith

20 SUPERINTENDENT: Orange County Superintendent of Schools  
21 200 Kalmus Drive  
Costa Mesa, California 92626  
22 Attn: Patricia McCaughey

23 21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
24 redress for violation of, or to insist upon, the strict performance  
25 of any term or condition of this AGREEMENT shall not be deemed a  
waiver by that party of such term or condition, or prevent a

1 subsequent similar act from again constituting a violation of such  
2 term or condition.

3 22.0 SEVERABILITY. If any term, condition or provision of this  
4 AGREEMENT is held by a court of competent jurisdiction to be  
5 invalid, void, or unenforceable, the remaining provisions will  
6 nevertheless continue in full force and effect, and shall not be  
7 affected, impaired or invalidated in any way.

8 23.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
9 shall be governed by the laws of the State of California with venue  
10 in Orange County, California.

11 24.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
12 attached hereto constitute the entire agreement among the Parties to  
13 it and supercedes any prior or contemporaneous understanding or  
14 agreement with respect to the services contemplated, and may be  
15 amended only by a written amendment executed by both Parties to the  
16 AGREEMENT.

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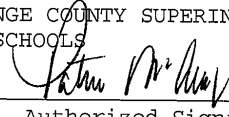
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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: LA MESA-SPRING VALLEY  
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINTED NAME: Brian Marshall

PRINTED NAME: Patricia McCaughey

TITLE: Superintendent

TITLE: Coordinator

DATE: June 5, 2015

DATE: May 6, 2015

95-6001813  
FEDERAL IDENTIFICATION NUMBER

La Mesa-Spring Valley SD-MAA 2015-2016(41722)  
ZIP12/GF

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: La Mesa-Spring Valley

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: Brian Marshall

TITLE: Superintendent

DATE: June 5, 2015

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

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

<b>Action Item</b>
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The Human Resources recommendations which are attached for consideration at the June 16, 2015, Board of Education meeting are standard.

**ADMINISTRATIVE RECOMMENDATION**

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



1. Standard Human Resources Recommendations – June 16, 2015

**CERTIFICATED:**

Approval of Acceptance of Resignation:

Algarin, Gene W.	Teacher (retiring)	VI-25	06/19/15
Allen, Cathy M.	Teacher (retiring)	VI-25	06/19/15
Bishop, Cynthia D.	Teacher (resigning – from leave)	VI-12	06/19/15
Cornish, Bruce M.	Teacher (retiring)	VI-25	06/19/15
Harrison, Daniel L.	Teacher (retiring)	VI-25	06/19/15
Hjalmarson, Karen A.	Teacher (retiring)	VI-25	06/19/15
Maggenti, Jennifer L.	Teacher (resigning – from leave)	V-21	06/19/15
McBratney, Sandra L.	Severely Handicapped Teacher (retiring)	VI-10	06/19/15
Medeiros, Maya R.	Speech-Language Pathologist (resigning – from leave)	VI-15	06/19/15
Morel, Kylie H.	Teacher (resigning)	VI-1	06/19/15
Neeb, Janet R.	Teacher (retiring)	VI-25	06/19/15
Pelletier, Anna-Marie C.	Teacher (resigning – from leave)	VI-12	06/19/15
Robinson, Sadie V.	Preschool Teacher (retiring)	12-14	06/19/15
Santiago, Margaret	Teacher (retiring)	VI-25	06/19/15
Thomas, JoAnn B.	Teacher on Special Assignment (retiring)	VI-14	06/19/15

Approval of Leave of Absence:

Platfoot, Lalita T.	Teacher (personal)	06/20/15 – 06/17/16
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Approval of Extension of Leave of Absence:

Diggs, Jan B.	Speech-Language Pathologist (family responsibilities)	06/20/15 – 06/17/16
Symons, Andrew R.	Teacher (family responsibilities)	06/20/15 – 06/17/16

Approval of Change of Classification:

Imada, Francine B.	From: IV	To: V	06/01/15
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Approval of Change of Employment Status (Probationary to Permanent):

Ball, Allison F.  
Bartol, Shannon M.  
Bing-Hoag, Brenda L.  
Breau-Stephanie-Ann  
Eddery, Melissa A.  
Gorenstein, Abby J.  
Hall, Shawna M.  
Imada, Francine B.  
Nyberg, Kaaren L.  
Rogers, Christina M.  
San Miguel Corrales, Alma L.  
Turkins, Brittany N.  
Ventura, Angela S.  
Warden, Amanda N.  
Zarick, Margaret R.

**CLASSIFIED:**Approval of Termination of Employment – Merit System:

Aguilera Jr., Jose A.	Gardener (employment elsewhere)	38-A	06/10/15
Custeau, Brenda K.	Child Nutrition Worker I (retiring )	09-F+	06/19/15
Hill, Paula L.	Child Nutrition Assistant (retiring)	40-F+	06/30/15
Jahn, Hazel M.	Administrative Assistant (resigning)	07-F	06/30/15
Jones, Joan L.	Library and Learning Resources Technician (deceased)	37-F	06/05/15
McGinley, Mary L.	Office Assistant II (retiring)	34-F+	06/30/15
McGrorty, Frances	Health Technician (retiring)	34-F+	06/23/15
Mildenhall, Julia L.	Library & Learning Resources Technician (moving from area)	37-F	06/19/15
Owenby, Tiffany S.	Paraprofessional – Special Education (employment elsewhere)	21-D	06/19/15
Smith, Charlie M.	Senior Custodian (retiring)	39-F+	06/30/15
Sugrue, Marie A.	Health Aide (moving from area)	24-F	06/19/15
Teak, Beverly B.	Paraprofessional – Special Education (retiring)	21-F+	06/19/15
Velarde, Jane M.	Interpreter (retiring)	56-F+	06/19/15
White, William R.	Skilled Maintenance Worker II (retiring)	70-F+	06/30/15

Approval of Employment:

Persinger, Nicholas J.	Playground Attendant	\$9.18/hr	05/26/15
Rodgers, JayAnn H.	Playground Attendant	\$9.18/hr	05/22/15

Approval of Termination of Employment:

Alfaro, Judith A.	Playground Attendant (employment elsewhere in District as sub)	05/15/15
Arab, Sebar	Student Helper (employment elsewhere)	05/15/15
Buckland, Lauren E.	Extended School Services Attendant (family responsibilities)	06/05/15
Byers, Asia S.	Extended School Services Attendant (employment elsewhere)	06/09/15
Dawson, Katelyn N.	Student Helper (end of temporary assignment)	05/29/15
Doyea, Kerriann K.	Playground Attendant (resigned)	12/19/14
Epperson, Megan E.	Playground Attendant (resigned)	12/19/14
Faucher, Nolan L.	Extended School Services Attendant (employment elsewhere)	06/01/15
Gipson, Kenneth E.	Playground Attendant (resigned)	12/19/14
Gonzales, Alisha	Playground Attendant (resigned)	05/15/15
Guzman, Victoria M.	Extended school Services Attendant (employment elsewhere)	06/04/15
Leonard, Holland M.	Playground Attendant (resigned)	02/13/15
Madrid, Vanessa R.	Playground Attendant (resigned)	05/15/15
Martinez, Jessica	Playground Attendant (employment elsewhere)	06/13/14
McIntosh, Raelene D.	Playground Attendant (resigned)	05/15/15
Milligan, Katelynn L.	Extended School Services Attendant (employment elsewhere)	05/22/15
Montano, Alexa A.	Extended School Services Assistant Leader (end of temporary assignment)	05/15/15
Myers, Keith L.	Playground Attendant (employment elsewhere)	05/19/15
Sanchez, Susan M.	Playground Attendant (employment elsewhere)	05/15/15
Sands, Mary A.	Playground Attendant (resigned)	05/16/15
Urbanek, Alexander J.	Extended School Services Assistant Leader (end of temporary assignment)	05/15/15
White, Nina L.	Playground Attendant (resigned)	05/26/15
Williams, Joann P.	Playground Attendant (employment elsewhere)	05/15/15

Approval of Change of Classification:

Enciso, Melissa	From: Office Assistant I	17-C	05/20/15
	To: Extended School Services Account Technician	55-A	
Guzman, Dori C.	From: Office Assistant II	34-F	07/01/15
	To: Administrative Assistant	07-A	

Approval of Return from Leave of Absence:

Proa, Natasha I.	Extended School Services Leader	26-B	05/18/15
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**CONSULTANT:**

Organization/Name	Site/Department	NTE	Effective
CSM Consulting, Inc./D. Cichella	Business Services	\$35,000	07/01/15 – 06/30/16
Lorenz/B. Lorenz	Superintendent's Office	\$10,000	07/01/15 – 06/30/16
Thomas Huggins Construction Inspections, Inc.	Maintenance & Operations	\$2,500	06/22/15 – 08/29/15
TLC 4 Schools/R. Allen	Business Services	\$40,000	07/01/15 – 06/30/16

**LECTURER/PRESENTER:**

Organization/Name	Site/Department	NTE	Effective
Fundways Inflatables	Spring Valley Middle	N/A	06/08/15
Gamez on Wheelz	Spring Valley Middle	N/A	06/08/15
Kyle's Cartoon Platoon/K. Tiernan	Rolando	\$897	06/17/15

**SHORT-TERM EMPLOYMENT:**

Organization/Name	Site/Department	NTE	Effective
Betz, Gay (CELDT)	Learning Support	\$11,000	07/01/15 – 10/31/15
Boncher, JoAnne (CELDT)	Learning Support	\$11,000	07/01/15 – 10/31/15
DeWitz, Patricia (CELDT)	Learning Support	\$11,000	07/01/15 – 10/31/15
Esparza, Tria (CELDT)	Learning Support	\$11,000	07/01/15 – 10/31/15
Galindo, Gloria (CELDT)	Learning Support	\$11,000	07/01/15 – 10/31/15
Paterson, Patricia (CELDT)	Learning Support	\$11,000	07/01/15 – 10/31/15
Rangel, Yolanda (CELDT)	Learning Support	\$36,000	07/01/15 – 06/30/16
Rangel, Yolanda (CELDT)	Learning Support	\$6,000	07/01/15 – 06/30/16

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** HR-2 Human Resources Recommendations  
Approval to Establish the Position of Coordinator, Human Resources

<b>Action Item</b>
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In order to better serve the needs of our employees and, in turn, the needs of our students and families, the position of Coordinator, Human Resources would be established. The focus of the new position is to support the Assistant Superintendent of Human Resources with the administration and coordination of human resources functions as well as oversight of the District's Induction Program.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the certificated management position of Coordinator, Human Resources, and the typical duties set forth in the attached job description.

LA MESA-SPRING VALLEY SCHOOL DISTRICT  
CERTIFICATED ADMINISTRATIVE DESCRIPTION

**COORDINATOR, HUMAN RESOURCES**

**PRIMARY FUNCTION:**

Under the immediate supervision of the Assistant Superintendent of Human Resources, shall research, plan, develop, administer and supervise programs related to human resources functions. Will oversee and implement the District's Induction Program (formerly BTSA).

Professional Responsibilities

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

**ESSENTIAL FUNCTIONS:**

1. Assist in the planning and implementation of employment programs for employees, including, but not limited to, recruitment, personnel recommendations and assignments; performance evaluations; salary schedule placement; data-driven reports; surveys; and online employment application process.
2. Provide personnel support to all District sites/departments and provides administrative staff assistance to the Assistant Superintendent of Human Resources.
3. Oversee the screening, interviewing and employment of certificated personnel.
4. Direct the preparation of recommendations for employment, transfers, leaves of absence, resignations, and retirements or terminations of personnel.
5. Collaborate with universities and sites; coordinate the placement of student teachers and interns.
6. Monitor assignments of certificated staff to ensure compliance with credential requirements and supervise work on credential applications.

LA MESA-SPRING VALLEY SCHOOL DISTRICT  
CERTIFICATED ADMINISTRATIVE DESCRIPTION

7. Interpret federal, state and District regulations and policies pertaining to human resources functions and ensure site compliance with pertinent rules, regulations and laws regarding employment; assist in ensuring District's Affirmative Action Program is followed.
8. Plan, organize and direct programs, services and activities aligned with the California Induction Program Standards, California Standards for the Teaching Profession, and California Professional Credential requirements.
9. Assist in the development of agendas and facilitation of induction workshops.
10. Carry out responsibilities as the lead contact to the California Department of Education and the California Commission on Teacher Credentialing regarding the District's Induction Program.
11. Recommend participating teachers for their professional clear teaching credential based on documented completion requirements.
12. Organize and chair Induction Advisory Council meetings.
13. Provide training and supervision for support providers.

**Other Duties and Responsibilities**

1. Function as a member of the District Management Team, performing any and all other duties as assigned by the Superintendent and Assistant Superintendent of Human Resources.
2. Promote good health and wellness practices.

**QUALIFICATION STANDARDS:**

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

**EXPERIENCE:**

Minimum five years teaching experience in a public school setting. Supervisory experience preferred. Experience as a BTSA Support Provider and/or BTSA Lead.

**EDUCATION/CREDENTIALS:**

Valid teaching and/or Pupil Personnel Services and/or Education Specialist credential. Master's degree required, in Educational Administration or Educational Leadership preferred, and a Tier 1 Administrative Services credential.

LA MESA-SPRING VALLEY SCHOOL DISTRICT  
CERTIFICATED ADMINISTRATIVE DESCRIPTION

**KNOWLEDGE AND ABILITIES:**

Knowledge of:

- Oral and written English communication skills.
- Interpersonal skills using tact, patience and courtesy.

Ability to:

- Establish and maintain cooperative and effective working relationships with others.
- Work with a significant diversity of individuals and/or groups.
- Maintain confidentiality and use discretion.

**WORKING CONDITIONS:**

Environment:

- Indoor and outdoor work environment.

Physical Abilities:

- Hearing and speaking to exchange information and make presentations.
- Lifting books, materials, equipment to execute lessons and presentations.
- Seeing to read, prepare and review a variety of activities and to monitor student activities.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

**ITEM NUMBER:** HR-3 Human Resources Recommendations **Action Item**  
Appointment of Director, Business Services and Director, Transportation

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The Superintendent's recommendation will be presented to the Board in closed session. Action to appoint the Director, Business Services and the Director, Transportation is recommended thereafter.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the Superintendent's recommendations to appoint the Director, Business Services and the Director, Transportation.



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
June 16, 2015**

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

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

<b>Action Item</b>
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The Superintendent's recommendation will be presented to the Board in closed session. Action to appoint an elementary principal is recommended thereafter.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the Superintendent's recommendation to appoint an elementary principal.

**MINUTES  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR MEETING: June 2, 2015**

The meeting was called to order at 6:30 p.m. at the Education Service Center by the President, Mr. Winet.

**CALL TO ORDER**

The President led the Pledge of Allegiance to the Flag.

**PLEDGE OF ALLEGIANCE**

Board members present: Babbitt, Chong, Duff, Turner, Winet

**ESTABLISHMENT OF  
QUORUM**

Board members absent: None

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

At 6:32 p.m. the President called for a closed session to conference with legal counsel regarding anticipated litigation and initiation of litigation pursuant to subdivision (d)(4) of GC 54956.9.

**CLOSED SESSION**

The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session which was held in the Boardroom.

Sarah Sutherland, Attorney with Dannis Woliver Kelley, joined the session at 6:40 p.m.

At 7:00 p.m. the President reconvened the meeting and announced the Board, in closed session, took the following action:

It was moved by Chong, seconded by Turner, and carried with the following votes: Ayes: Chong, Duff, Turner, Winet; Noes: Babbitt; Absent: None, to initiate litigation against a named party.

**CLOSED SESSION ACTION**

Board members present: Babbitt, Chong, Duff, Turner, Winet

**ESTABLISHMENT OF  
QUORUM**

Board members absent: None

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

The President led the Pledge of Allegiance to the Flag.

**PLEDGE OF ALLEGIANCE**

It was moved by Turner, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of May 19, 2015, as presented.

**MINUTES  
Approved as presented**

## COMMUNICATIONS

Email from Laura Hollis, Principal, Northmont Elementary, with notification that Miss Navarro's 5<sup>th</sup>-grade class won the Mission Federal *Read with a Pro* reading contest for San Diego County

PowerPoint for the 2015-16 Proposed District Budget report

## AGENDA

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the agenda with a modification to combine items LS-1 and LS-6 (Acceptance of Gifts).

## HEARING SESSION(S)

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

The President announced a hearing for anyone who wished to address the Board regarding the 2015-16 Proposed District Budget. There being no one wishing to address the Board, the session was closed.

The President announced a hearing for anyone who wished to address the Board regarding the 2015-16 Local Control Accountability Plan (LCAP). There being no one wishing to address the Board, the session was closed.

## REPORTS OF OFFICERS OF THE BOARD

The 2015-16 proposed District budget reflects updated agreements with all bargaining units; implementation of class-size reduction to an average of 24-1 in kindergarten and first grade; on-going implementation of La Mesa Arts Academy and the Science, Technology, Engineering, Art & Mathematics (STEAM) program at La Presa Middle School; CalPERS, CalSTRS and other health and welfare cost increases; the Routine Restricted Maintenance account being restored to an amount equal to 3% of General Fund expenditures as required by Education Code; and an anticipated \$3 million Language Arts textbook adoption in 2015-16. In addition, the District will be receiving \$601 per ADA in one-time discretionary funding and a funding increase from the State via the Local Control Funding Formula (LCFF).

## NEW BUSINESS

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

## COMMUNICATIONS

L. Hollis, Principal, NOR Mission Fed Read with a Pro

PPT for 2015-16 District Proposed Budget report

## AGENDA

Approved as modified

## HEARING(S)

General Education

2015-16 Proposed Budget

2015-16 LCAP

## REPORTS

2015-16 Proposed District Budget

## NEW BUSINESS

**Consent Calendar**  
Approved

Purchase Orders 0000004266 through 0000004378 totaling \$176,880.72

Purchase Orders

Warrants May 6 through May 19, 2015 totaling \$913,655.41

Warrants

Zero checks have been processed since the last Board meeting

Revolving Cash Fund  
Reimbursements from the  
General Fund

Agreement with St. Martin of Tours Academy, College Preparatory Middle School, and Trinity Christian School to provide nutritious lunches

Agreement to provide nutritious lunches

Agreement with Heaven's Windows to provide nutritious lunches during the summer

Agreement to provide nutritious lunches during the summer

It was moved by Turner, seconded by Babbitt, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorization administration to submit the Consolidated Application for the 2015-16 School Year to the California Department of Education.

**2015-16 Consolidated  
Application  
Authorized**

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 14-15-22, Temporary Interfund Transfers Between District Governmental Funds.

**Res. 22, Temporary Interfund  
Transfers  
Adopted**

It was moved by Babbitt, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to accept the following gifts with thanks: \$2500.00 from Executive Women International to Fletcher Hills Elementary School for the purchase of 6<sup>th</sup>-grade literature, both classroom sets and books for the library; \$4293.00 from Robert Duggan, a community supporter, to La Mesa Middle School/La Mesa Arts Academy to help fund the new dance floor, and \$5,896.28 for furniture and accessories for the piano and keyboard lab.

**Gifts – FLH and LMMS/  
LMAAC  
Accepted with thanks**

It was moved by Chong, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Memorandum of Understanding with Mental Health Systems, Inc., Family Forces Program.

**MOU with Mental Health  
Systems, Inc., Family Forces  
Authorized**

It was moved by Duff, seconded by Turner, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Memorandum of Understanding with Rady Children's Hospital – San Diego for Vision and Hearing Screening.

**MOU with Rady's Children's  
Hospital for Vision and  
Hearing screening  
Authorized**

It was moved by Turner, seconded by Babbitt, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an Extended Special Education Master Contract with Aseltine School for the 2014-2015 School Year.

**Extended Sp.Ed. Master  
Contract with Aseltine School**  
Authorized

It was moved by Turner, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to accept the 2015 State Preschool Program Annual Report.

**2015 State Preschool Program  
Annual Report**  
Accepted

#### **HUMAN RESOURCES RECOMMENDATIONS**

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

**Human Resources  
Recommendations**  
Approved as presented

It was moved by Duff, seconded by Turner, and carried with the following votes: Ayes: Babbitt, Chong, Duff, Turner; Noes: Winet; Absent: None, to approve Reduced Workload Program Participation.

**Reduced Workload Program  
Participation**  
Approved

It was moved by Turner, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve salary placement for Director, Transportation and Director, Business Services on Classified Management Salary Schedule at Annual Salary Range \$89,827 (Step A) to \$104,136 (Step F).

**Salary placement for  
Director, Transportation and  
Director, Business Services**  
Approved

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

Mr. Babbitt announced he had an opportunity to help judge science projects at the La Mesa Arts Academy (LMAAC) Science Fair last week and was impressed with the level of research students put into their projects.

Dr. Turner announced she also helped judge projects at the LMAAC Science Fair and was impressed with the research and various experiments.

Dr. Turner announced she attended a KtoCollege reception. This organization provides needed supplies to homeless students. She announced another way to provide money to schools is through the Target Red Card, which provides a percentage of every purchase to the participating school of your choice.

Dr. Turner announced she attended the District Retirement/Awards Ceremony and said it was a very festive atmosphere. She appreciated the Teacher of the Year who thanked the Board for their support. Dr. Turner also announced the Boys & Girls Ensemble from LMAAC performed at this event.



Mr. Duff announced he also attended the Retirement event and commended the Superintendent for maintaining a time schedule.

Mr. Duff announced he represented the Board by participating in the Flag Day Parade in downtown La Mesa and rode his motorcycle in front of the Spring Valley Middle School Marching Band. La Mesa Middle School Marching Band also participated in a pre-parade performance.

Mr. Winet announced that he, Mr. Duff and the Superintendent attended a recent event at the Brady Family Clubhouse. Plans for the La Mesa Boys & Girls Clubhouse have been submitted to the State for architectural review and \$5.5 million has currently been raised. Mr. Winet showed a brief video of what the facilities will look like.

The Superintendent stated that, as part of the partnership between the Boys & Girls Club of East County and the District, the District will rent the land to them for \$1 per year. This will give the District access to the gymnasium and facilities during the school day. The City of La Mesa is submitting another grant to get the road funded. Facility construction is expected to take a year.

The Superintendent announced he will not be in attendance at the next Board meeting, as he has an opportunity to be a guest on the USS John C. Stennis aircraft carrier.

The Superintendent announced the 20/20 Committee will meet this Friday.

At 8:13 p.m. the President announced a recess.

#### **CLOSED SESSION (cont.)**

At 8:22 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups; conference with legal counsel – anticipated litigation (1 case); conference with legal counsel – anticipated litigation – Initiation of litigation; and conference with legal counsel – existing litigation (N. Booker and E. Abawag, Parents, on behalf of student v. LMSVSD). The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 8:54 p.m. the President reconvened the meeting and announced the Board, in closed session, took the following action:

#### **CLOSED SESSION ACTION**

It was moved by Duff, seconded by Babbitt, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to settle a special education claim (N. Booker and E. Abawag, Parents, on behalf of student v. LMSVSD) in the amount of \$9,222.29.

The meeting was adjourned at 8:55 p.m.

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Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held June 16, 2015.

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Emma Turner, Clerk of the Board of Education