

La Mesa-Spring Valley School District

Board of Education

August 7, 2012

Our Purpose

To Inspire Learning and Respect

Our Vision

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

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

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR SESSION: Tuesday, August 7, 2012 - 7:00 P.M.
SPECIAL SESSION: 6:30 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

1. Call to Order
2. Establishment of Quorum

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

CLOSED SESSION

1. Discussion Regarding Public Employee Appointment – Assistant Superintendent, Business Services (GC 54957)

OPENING PROCEDURE (cont.)

1. Call to Order
2. Pledge of Allegiance

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

1. Recognition: ROSE Award – Recipient: Jane Linquist, Parent Volunteer/6th-Grade Camp Parkway Middle School
Presenter: Brian Marshall, Superintendent
2. Recognition of Jane Linquist by Tina Chin, Senior Director, San Diego County Office of Outdoor Education

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. Program Improvement Corrective Action End-of-Year Report Information

NEW BUSINESS

BUSINESS SERVICES

- | | | |
|----|---|--------|
| 1. | Consent Calendar* | Action |
| a. | Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements | |
| b. | Approval of Travel | |
| c. | Authorization to Enter into Agreements with St. Martin of Tours Academy, College Preparatory Middle School and Trinity Christian School and to Provide Nutritious Lunches | |
| d. | Acceptance of SB 564 Financial Disclosure | |
| 2. | Authorization to Submit to the California Department of Education the Consolidated Application Part I for the 2012-13 School Year | Action |

LEARNING SUPPORT

- | | | |
|----|---|--------|
| 1. | Authorization to Enter Into an Agreement with San Diego Youth Services to Implement a Prevention and Early Intervention Grant Award | Action |
| 2. | Authorization to Enter Into an Agreement with EdCaliber for Materials and Support in the Implementation of Common Core State Standards | Action |
| 3. | Authorization to Enter into an Agreement with San Diego County Office of Education for Partial Audiovisual Services for the 2012-13 School Year for Quest Academy | |
| 4. | Authorization to Enter into a Special Education Master Contract with La Jolla Learning Works | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|--|-------------------|
| 1. | Standard Human Resources Recommendations | Action |
| 2. | Authorization to Enter into a Memorandum of Understanding with East County SELPA – Audiological Services | Action |
| 3. | Resolution 12-13-05, Elimination of Preschool Teaching Position | Roll Call
Vote |
| 4. | Resolution 12-13-06, Elimination and/or Reduction of Classified Positions | Roll Call
Vote |

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (cont.) (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)
2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)
3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)
4. Conference with Legal Counsel – Anticipated Litigation (2 cases) (GC 54956.9)

ADJOURNMENT

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

PREPARED BY: **Brian Marshall**
 Superintendent

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

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

ITEM NUMBER: R-1 Report to Officers of the Board
Program Improvement Corrective Action End-of-Year Report

On March 11, 2011 the State Board of Education (SBE) took action to assign Corrective Action to Year 3 Program Improvement districts. The Corrective Action assigned is labeled a “moderate” Corrective Action intervention. One of the requirements of Corrective Action is to contract with a state-approved District Assistance and Intervention Team (DAIT) provider to give the District “guidance, support and technical assistance.” At the September 6, 2011 Board meeting the Board approved an Agreement with the San Diego County Office of Education (SDCOE) to serve as the District’s DAIT provider.

Debbie Beldock, Assistant Superintendent; and Jean Madden-Cazares, Senior Director, SDCOE Learning Resources and Educational Technology Division, will present a report on the end-of-year status of the required components of Corrective Action assigned by the SBE and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

PREPARED BY: **Brian Marshall**
 Superintendent

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

Action Item

Purchase orders, warrants and revolving cash fund reimbursements issued since the last Board meeting will be available at the meeting for review by the Board.

The following are submitted for ratification:

- I. Purchase Orders: 432 purchase orders have been processed, numbered G40000 through G40431, totaling \$4,895,244.68.
- II. Warrants: 142 warrants have been issued, dated July 9, 2012 through July 25, 2012, totaling \$1,273,766.97.
- III. Revolving Cash Fund Reimbursements: One (1) check has been processed, totaling \$133.75.

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>
RC1676	07/10/12	Sally E. Tidmore	Payroll	\$133.75

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (1) CHECK PROCESSED TOTALING \$133.75**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

PREPARED BY: **Brian Marshall**
 Superintendent

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

Action Item

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the travel of the people listed as attached.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
TRAVEL/CONFERENCE ATTENDANCE REQUESTS**

NAME	TRAVEL/CONFERENCE	CITY/STATE	DATES	REGISTRATION FEE
Sylvia Laaperi Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00
Louise Stinchcomb Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00
Kathryn Ethridge Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00
Johanna Hoy Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00
Marna Burdine Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00
Kristina Sipe Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00
Cyndi Croff Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00
Michelle Tellez Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00
Karen Laaperi Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00
Julianna Genna Non-Employee (Santa Sophia Academy)	Teaching as a Team Sport	El Cajon, CA	8/21/12	\$85.00

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: B-1c New Business (Consent Calendar)

Action Item

Authorization to Enter into Agreements with St. Martin of Tours Academy, College Preparatory Middle School, and Trinity Christian School to Provide Nutritious Lunches

To cover all labor and food costs, St. Martin of Tours Academy, and College Preparatory Middle School will be charged \$3.00 per meal and Trinity Christian School will be charged \$2.50 per meal. The price differential is the result of no labor being provided at Trinity Christian School. All items delivered will be similar to the items currently being served to the District's students. A hot lunch service will include one hot entrée, fresh and canned fruit, tossed salad and carrot/jicama sticks, and a choice of 1% white or nonfat chocolate milk. The daily student lunch participation for the 2011-12 school year was 55-70 lunches at St. Martin of Tours Academy, 60 lunches at College Preparatory Middle School, and 55 lunches at Trinity Christian School.

Approval of the attached agreements would generate a positive income to the Cafeteria Fund for the 2012-13 school year, with additional income being received from federal and state reimbursements.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to approve the attached agreements with St. Martin of Tours Academy, College Preparatory Middle School, and Trinity Christian School.

Food Service Agreement Between
La Mesa-Spring Valley School District
and
St. Martin of Tours Academy

Article I

Introduction

This agreement is between the La Mesa-Spring Valley School District (District) and St. Martin of Tours Academy (St. Martin Academy).

This Agreement sets forth the terms and conditions upon which the District agrees to provide lunches to the students at St. Martin Academy.

The term of this Agreement is for the school year 2012-13, commencing on September 4, 2012 and continuing through June 14, 2013.

Article II

Relationship of the Parties

St. Martin Academy retains the District as its agent to provide student lunches as described in this Agreement.

Article III

Food Service Responsibilities

Responsibilities of the District

The District shall claim reimbursement from the California Department of Education for all meals served to children enrolled at St. Martin Academy. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point-of-service, and according to each child's eligibility category.

Once approved by the California Department of Education, this agreement is permanent. Either party may terminate this agreement for cause upon ten-days written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.

The District shall conduct the free and reduced price application process, including the distribution, review, and approval of applications for the sites belonging to St. Martin Academy. The District will create and update the eligibility roster and provide current lists to the St. Martin Academy as soon as possible after changes occur.

The St. Martin Academy shall perform the point-of-service meal counts. The District will provide training as necessary to staff at St. Martin Academy regarding point-of-service meal counts and completion of all required documents.

The District shall perform the required daily and monthly edit checks.

The District shall ultimately be responsible for meal counts and claiming accountability.

The District shall perform the verification process and will notify the St. Martin Academy of its findings.

The District shall assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.

The District shall include all participating sites from the St. Martin Academy in its application/agreement with the California Department of Education.

The District shall provide meals to the St. Martin Academy that complies with the nutrition standards established by the United States Department of Agriculture for the NSMP Menu planning option.

The District shall provide the necessary utensils, straws, and napkins.

The District shall prepare the lunches in the La Mesa Middle School Cafeteria located at 4200 Parks Ave, La Mesa, CA 91941.

This preparation site shall maintain the appropriate state and local health certifications for the facility. The District shall prepare lunches, which meet the National School Lunch Program meal pattern requirements. Lunches must comply with the nutritional standards for lunches as established by the United States Department of Agriculture (USDA).

The number of lunches prepared by the District shall be equal to the number of lunches requested by St. Martin Academy. St. Martin Academy shall notify the District of the number of lunches no later than 8:00 a.m. of each day. St. Martin Academy shall be obligated to accept and pay for the number of lunches requested but not served. The District shall not be obligated to provide any lunches on days when the District is not in session.

St. Martin Academy shall pay District \$3.00 per student lunch. The cost of milk is included in the price.

Milk may be purchased separately at \$.50 per milk.

The District shall be responsible for transporting the meals from the La Mesa Middle School Cafeteria.

The District shall provide an employee to serve lunch.

Both parties shall be responsible for maintaining the proper temperature of the meals until they are served.

The District shall supply one (1) warming oven to St. Martin Academy.

The District shall provide St. Martin Academy no later than one (1) week prior to the end of each month, a monthly menu covering the lunches to be served for the following month.

The District shall submit to St. Martin Academy itemized invoices for the lunches prepared by the District on the end of the day of each month served. St. Martin Academy shall submit payments to the District on or before the 5th day of the following month.

When requested by St. Martin Academy, the District shall provide sack meals that meet the National School Lunch Program requirements for field trips. Sack meals for field trips will be requested at least five (5) working days in advance. The cost per meal will remain the same as for the regular meal.

Gifts or exchanges of commodities are not permitted. Until the students consume it, the food prepared remains the property of the state and federal governments.

St. Martin Academy shall indemnify and hold the District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement.

The District shall keep and maintain liability insurance, including extended coverage for product liability for each occurrence and shall provide St. Martin Academy with a certificate evidencing the amount, naming St. Martin Academy as an additional insured and specifying that the coverage will not be canceled or modified without ten days prior written notice to St. Martin Academy.

Both parties shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of meals which meet the National School Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open to inspection by proper federal, state, and local authorities in accordance with applicable statutes and regulations.

The term of this agreement shall be from September 4, 2012 through June 14, 2013, unless terminated by either party on ten days written notice with cause.

All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Child Nutrition Director, La Mesa-Spring Valley School District.

La Mesa-Spring Valley School District

St. Martin of Tours Academy

Signature

Signature

Date:_____

Date:_____

Food Service Agreement Between
La Mesa-Spring Valley School District
and
College Preparatory Middle School

Article I

Introduction

This agreement is between the La Mesa-Spring Valley School District (District) and College Preparatory Middle School (College Prep).

This Agreement sets forth the terms and conditions upon which the District agrees to provide lunches to the students at College Prep.

The term of this Agreement is for the school year 2012-13, commencing on September 4, 2012 and continuing through June 30, 2013.

Article II

Relationship of the Parties

College Prep retains the District as its agent to provide student lunches as described in this Agreement.

Article III

Food Service Responsibilities

Responsibilities of the District

The District shall claim reimbursement from the California Department of Education for all meals served to children enrolled at College Prep. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point-of-service, and according to each child's eligibility category.

Once approved by the California Department of Education, this agreement is permanent. Either party may terminate this agreement for cause upon a ten-day written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.

The District shall conduct the free and reduced price application process, including the distribution, review, and approval of applications for the students belonging to College Prep. The District will create and update the eligibility roster and provide current lists to College Prep as soon as possible after changes occur.

College Prep shall perform the point-of-service meal counts. The District will provide training as necessary to staff at College Prep regarding point-of-service meal counts and completion of all required documents.

The District shall perform the required daily and monthly edit checks.

The District shall ultimately be responsible for meal counts and claiming accountability.

The District shall perform the verification process and will notify College Prep of its findings.

The District shall assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.

The District shall include all participating sites from College Prep in its application/agreement with the California Department of Education.

The District shall provide meals to College Prep that complies with the nutrition standards established by the United States Department of Agriculture for the NSMP Menu planning option.

The District shall provide the necessary utensils, straws, and napkins.

The District shall prepare the lunches in the La Mesa Middle School Cafeteria located at 4200 Parks Ave, La Mesa, CA 91941.

This preparation site shall maintain the appropriate state and local health certifications for the facility. The District shall prepare lunches, which meet the National School Lunch Program meal pattern requirements. Lunches must comply with the nutritional standards for lunches as established by the United States Department of Agriculture (USDA).

The number of lunches prepared by the District shall be equal to the number of lunches requested by College Prep. College Prep shall notify the District of the number of lunches no later than 8:00 a.m. of each day. College Prep shall be obligated to accept and pay for the number of lunches requested but not served. The District shall not be obligated to provide any lunches on days when the District is not in session.

College Prep shall pay District \$3.00 per student lunch. The cost of milk is included in the price.

Milk may be purchased separately at \$.50 per milk.

The District shall be responsible for transporting the meals from the La Mesa Middle School Cafeteria.

Both parties shall be responsible for maintaining the proper temperature of the meals until they are served.

The District shall supply one (1) warming oven to College Prep.

The District shall provide College Prep no later than one (1) week prior to the end of each month, a monthly menu covering the lunches to be served for the following month.

The District shall submit to College Prep itemized invoices for the lunches prepared by the District on the end of the day of each month served. College Prep shall submit payments to the District on or before the 5th day of the following month.

When requested by College Prep, the District shall provide sack meals that meet the National School Lunch Program requirements for field trips. Sack meals for field trips will be requested at least five (5) working days in advance. The cost per meal will remain the same as for the regular meal.

Gifts or exchanges of commodities are not permitted. Until the students consume it, the food prepared remains the property of the state and federal governments.

College Prep shall indemnify and hold the District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement.

The District shall keep and maintain liability insurance, including extended coverage for product liability for each occurrence and shall provide College Prep with a certificate evidencing the amount, naming College Prep as an additional insured and specifying that the coverage will not be canceled or modified without ten days prior written notice to College Prep.

Both parties shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of meals which meet the National School Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open to inspection by proper federal, state, and local authorities in accordance with applicable statutes and regulations.

The term of this agreement shall be from September 4, 2012 and continuing through June 30, 2013, unless terminated by either party on ten days written notice with cause.

All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Child Nutrition Director, La Mesa-Spring Valley School District.

La Mesa-Spring Valley School District

College Preparatory Middle School

Signature

Signature

Date:_____

Date:_____

Food Service Agreement Between
La Mesa-Spring Valley School District
and
Trinity Christian School

Article I

Introduction

This Agreement is between the La Mesa-Spring Valley School District (District) and Trinity Christian School.

This Agreement sets forth the terms and conditions upon which the District agrees to provide lunches to the students at Trinity Christian School.

The term of this Agreement is for the school year 2012-13, commencing on September 6, 2012 and continuing through June 30, 2013.

Article II

Trinity Christian School retains the District as its agent to provide student lunches as described in this Agreement.

Article III

Food Service Responsibilities

Responsibilities of the District

The District shall prepare for Trinity Christian School student lunches based on confirmed count given.

The District shall be responsible for ensuring that all meals comply with the nutritional standards adopted by the United States Department of Agriculture (USDA) for the National School Lunch Program.

The District shall have no responsibility for the condition of care of said meals after receipt by Trinity Christian School.

The District shall supply to Trinity Christian School:

Total number of lunches given to La Mesa Middle School kitchen by 8:00 a.m. day of order beginning September 6, 2012 through June 30, 2013.

The District shall provide 1 hot entrée, Cold Sandwich and Chicken Salad, canned fruit, whole fruit, tossed salad, carrot/jicama sticks, milk, plates, and utensils.

The District shall deliver total lunch items by 11:00 a.m. and place items in appropriate oven and/or refrigerator at Trinity Christian School kitchen to maintain proper temperatures for said items.

The District shall return the same day of service to pick up all property owned by the District.

The District shall present Trinity Christian School with a monthly menu prior to the beginning of service.

The District shall submit to Trinity Christian School itemized invoices for the meals provided by the District on or before the last day of the month served.

Responsibilities of Trinity Christian School

Trinity Christian School shall notify the District of the number of meals needed no later than 8:00 a.m. on given day. Trinity Christian School shall be obligated to accept and pay for the number of meals requested.

Trinity Christian School shall be solely responsible for maintaining the proper temperatures of the meal components upon receipt from District and until they are consumed.

Trinity Christian School shall indemnify and hold the District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement.

Trinity Christian School shall advise the kitchen manager at Spring Valley Middle School and Director of Child Nutrition verbally and in writing regarding participation adjustments.

Trinity Christian School shall pay the District \$2.50 for each lunch ordered (including milk and/or juice); however, no payment shall be made for meals that do not meet the detailed food specifications or do not otherwise meet the requirements of this Agreement.

Trinity Christian School shall pay the District within thirty (30) days of the invoice date for meals served.

This Agreement may be canceled by either party with 14 days notice.

La Mesa-Spring Valley School District

Trinity Christian School

Signature

Signature

Date: _____

Date: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

PREPARED BY: **Brian Marshall**
 Superintendent

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

Action Item

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

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

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

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

- Investment Disclosure Report – June 30, 2012
- Exhibit A – Fund Summary, San Diego County Treasury Investment Pool
- Exhibit B – Operating Accounts – Mission Federal Credit Union

ADMINISTRATIVE RECOMMENDATION

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

**LA MESA - SPRING VALLEY SCHOOL DISTRICT
INVESTMENT DISCLOSURE REPORT
AS OF JUNE 30, 2012**

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

INVESTMENT CATEGORY

A. San Diego County Treasury Investment Pool	\$	5,331,995
B. Mission Federal Credit Union	\$	<u>277,540</u>
TOTAL	\$	<u><u>5,609,535</u></u>

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

Brian E. Marshall, Superintendent

**LA MESA - SPRING VALLEY SCHOOL DISTRICT
FUND SUMMARY
SAN DIEGO COUNTY INVESTMENT POOL
AS OF JUNE 30, 2012**

Fund Title	Fund Number	Balance
General Fund	03-06 - 414901-55956	\$ 2,628,732
Child Development	12-06 - 414906-55965	18,601
Cafeteria	13-00 - 414904-55962	113,270
Deferred Maintenance	14-00 - 414912-55968	-
Special Reserve - Opt Out	17-42 - 414942-55972	954,142
Building (Prop M)	21-10 - 414910-55967	142,400
Capital Facilities AB 2068/Developer Fees	25-19 - 414919-55971	753,997
County Facilities Fund	35-00 - 414946-55977	-
Special Reserve - Capital Outlay	40-00 - 414902-55959	423,579
Enterprise - ESS / SmartSteps Preschool	63-00 - 414922-55957	<u>297,273</u>
Total Investment - San Diego County Treasury Investment Pool:		<u>\$ 5,331,995</u>

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
MISSION FEDERAL CREDIT UNION CHECKING ACCOUNTS
AS OF JUNE 30, 2012**

ACCOUNT NAME	ACCT NUMBER	BALANCE	GL ACCT
<u>CASH CLEARING ACCOUNTS</u>			
ESS Cash/Check Payments	51000807	\$ 10,474.60	63-00-9010-000-9120-001
Transportation	51000850	-	06-00-7230-000-9120-000
Cafeteria	51000806	5.00	13-00-5310-000-9120-000
District Cash Clearing	51000804	6,793.24	03-00-0000-000-9120-000
ESS Bank Card Payments	91062960	1,646.60	63-00-9010-000-9120-002
		<u>\$ 18,919.44</u>	
<u>REVOLVING CASH ACCOUNTS</u>			
District	51000805	\$ 13,801.23	03-00-0000-000-9130-000
Purchasing Card	91074611	27,441.36	03-00-0000-000-9130-001
		<u>\$ 41,242.59</u>	
<u>EXTERNAL ACCOUNTS</u>			
ASB	51000808	178,906.45	n/a
Peter Pan Jr. Theater RCF	51000849	38,471.65	n/a
Script Clearing	51000810	-	n/a
		<u>\$ 217,378.10</u>	
Grand Total of All Account Balances:		<u>\$ 277,540.13</u>	

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **B-2 New Business**
 Authorization to Submit to the California Department of Education the
 Consolidated Application Part I for the 2012-13 School Year

The purpose of the Consolidated Application is to combine a funding request into one document for a majority of the categorically funded programs implemented in the District.

As the state budget has not yet been approved by the Governor, the actual entitlement amounts are unknown at this time. The following is a conservative estimate based on past history and the most current information available for the supplemental programs included in the Consolidated Application.

<u>Object</u>		<u>Estimated Amount</u>
<u>Number</u>	<u>Project</u>	
3010	Title I, Part A, Helping Disadvantaged Children	1,999,839
4035	Title II, Part A: Improving Teacher Quality	525,881
4203	Limited English Proficiency (LEP)	262,120
4201	Immigrant Education	29,700
7090	Economic Impact Aid, State Compensatory Education	1,082,070
7091	Economic Impact Aid, Limited English Proficient	<u>603,681</u>
		4,503,291

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to submit to the California Department of Education the Consolidated Application Part I for the 2012-13 year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

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

ITEM NUMBER: LS-1 New Business

Action Item

**Authorization to Enter into an Agreement with San Diego Youth Services
to Implement a Prevention and Early Intervention Grant Award**

In December 2009, the District, in collaboration with San Diego Youth Services, prepared a proposal for Prevention and Early Intervention (PEI) grant programs under Proposition 69 providing support for students and their families at two targeted sites: La Mesa Dale and Avondale Elementary Schools, and this year expanding services to Bancroft Elementary School.

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

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

ADMINISTRATIVE RECOMMENDATION

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

SAN DIEGO YOUTH SERVICES CONSULTANT AGREEMENT

This Consultant Agreement (“**Agreement**”) is made effective as of **July 1, 2012**(“**Effective Date**”) by and between **San Diego Youth Services (“SDYS”)** and **La Mesa Spring Valley School District (LMSVSD)**.

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

SDYS will:

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

Consultant will provide:

- Consultant shall meet the following Process Objectives (Outputs and Activities)
 - Partner in the provision of School-Based Services at Avondale and La Mesa Dale Elementary schools which includes: a) Positive Behavioral Intervention and Support (PBIS) implemented through the BEST model or another evidence-based practice that achieves similar outcomes; b) An Evidence Based Universal Prevention Strategy that focusing on prevention that primarily targets preschool through third grade children but may also include all children in the elementary school; and c) Screening and Early Intervention for at-risk children at the three elementary schools.

- Coordinate with program staff to provide space and access at the three elementary school locations throughout the fiscal year to provide services to children, families and communities.
 - Employ a School Social Worker to work in the program, and/or maintain the School Social Worker's employment to work at La Mesa Dale and Avondale Elementary Schools.
 - Work with Duerr Evaluation in the ongoing data tracking needs for evaluation purposes of the grant.
 - Provide opportunities for the School personnel to be trained in the BEST model, Incredible Years model, and give access to program staff for the implementation.
 - Partner in the provision of Family Partnership that focuses on wellness and resiliency activities for the families of the children at the schools through the Promotoras and other program staff.
 - Cooperate with SDYS to gather and share data, including (but not limited to) attendance, demographic data, District identification numbers, and referrals to the principals.
 - Support the efforts of the Promotoras in the delivery of culturally appropriate family-based outreach and a range of behavioral health prevention activities based on a Promotora model to low income, ethnic minority families.
 - Support Marketing and Outreach of the program's services.
- Consultant will strive to meet the following project outcomes
 - Improve school climate
 - Increase pro-social behaviors
 - Increase positive social-emotional skills
 - Reduce office disciplinary referrals
 - Increase academic achievement
 - Increase collaboration with families

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

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

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

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

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

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

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

Compensation: For the services provided by Consultant at the request of SDYS hereunder, SDYS shall pay Consultant at maximum \$100,000.00 for the subcontracted year. Consultant agrees to document all applicable services. Consultant will submit invoices for approval to SDYS by the fifth day of the month following each month in which services are provided hereunder. SDYS shall promptly notify Consultant if there are any problems with an invoice. Invoices will be paid within 45 days after approval by SDYS. It is understood and agreed that Consultant's invoiced fees will represent the total amount due Consultant for the performance of services hereunder. Invoices are to be delivered to:

San Diego Youth Services
3255 Wing Street
San Diego, CA 92110
Attention: The name of the appointed SDYS lead on the applicable grant

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

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

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

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

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

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

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

Works for Hire/Copyright/Trademark/Patent. Consultant understands and agrees that all work product and matters developed or produced in connection with the performance of services pursuant to this Agreement, by Consultant alone or in conjunction with others, shall be works for hire and are and shall become the sole property of SDYS, and Consultant shall retain no ownership, interest or rights therein. Such work product and matters cannot be used without

SDYS's express written permission. SDYS shall have all rights, title and interest in said work product and matters, including the right to secure and maintain the copyright, trademark and/or patent of said work product and matters in the name of SDYS. Consultant consents to SDYS's use of Consultant's name in conjunction with the sale, use, performance, publication, dissemination and distribution of the work product and matters, for any purpose and in any medium.

Satisfaction: Consultant shall perform all of the services under this Agreement to the reasonable satisfaction of SDYS. When applicable, Consultant also agrees to comply with the San Diego Youth Services Programs Policy and Procedure Manual, a copy of which has been provided to Consultant, and to comply with all applicable licensing and accreditation standards for her/his profession. Consultant will notify SDYS of any disciplinary action taken against her/his license or intern registration number (as applicable), including revocation or suspension, even if stayed, probation terms, inactive license or intern registration status, or lapse in licensure, that affects her/his ability or right to provide services. This is a material term of this Agreement. **If applicable, Consultant shall attach an active copy of her/his license, W-9 form, and Certificate of Insurance to this Agreement.**

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

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

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

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

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

- d. Profit-making firms or businesses, in which the former employees described in sub-section above, serve as officers, principals, partners, or major shareholders (See County Contract Pro-forma 8.12.4 Pro-forma 9.3).

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

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

- i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- ii. Record which relate to appeals under the “Disputes” clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

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

Terms and Termination of Agreement: The term of this Agreement shall begin on the Effective Date and shall expire on **June 30, 2013**, unless renewed or extended by mutual agreement, or earlier cancelled or terminated as provided herein.

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

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

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

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

Any misappropriation of funds or property of SDYS by Consultant;

Consultant 's conviction of a felony;

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

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

Duties Upon Termination: In the event this Agreement is terminated with cause, Consultant agrees to immediately cease all work on behalf of SDYS and deliver any work product and materials as described in Section 0 to SDYS within 24 hours of termination. If this Agreement is terminated without cause, Consultant shall continue to perform services for SDYS for the 30-day notice period, unless the parties agree otherwise, and SDYS will compensate Consultant for such services up to the effective date of termination. SDYS shall promptly pay Consultant all approved fees and expenses incurred by Consultant to the effective date of termination.

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

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

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

Professional Liability Insurance and Licensure: Consultant must, at all times, maintain and remain insurable for Professional Liability Insurance coverage at standard rates and at the level which is standard in Consultant's profession and acceptable to SDYS. This obligation on the part of Consultant includes, but is not limited to, maintaining in good standing any license or certification required by the State of California for his/her profession, complying with the standards of the profession and area of specialty, and cooperating with SDYS to provide information and complete paperwork in connection with any insurance application or claim. **When applicable, Consultant shall provide SDYS proof of her/his individual Professional Liability Insurance at the time this Agreement is executed and as may be reasonably requested by SDYS from time to time. Additionally, Consultant shall attach an active copy of her/his license, W-9 form, and Certificate of Insurance to this Agreement.**

Consultant Indemnification: Consultant shall be liable for, and agrees to pay, any and all debts, claims, demands, liabilities, expenses, losses, injuries, damages and reasonable attorneys' fees which Consultant incurs in rendering the services under this Agreement to the extent they are not covered by Consultant's individual Professional Liability Insurance policy referenced in Section 0. Further, Consultant shall indemnify and hold SDYS harmless from and against any and all debts, claims, demands, liabilities, expenses, losses, injuries, damages or injury to or death of persons, including but not limited to,

Consultant's employees, if any, and clients, service partners, donors and employees of SDYS, which directly result from Consultant rendering services hereunder to the extent not covered by Consultant's individual Professional Liability Insurance policy referenced in Section 0. This duty to indemnify does not apply to debts, claims, demands, liabilities, expenses, losses, injuries, damages or injury to or death of persons where SDYS has a legal duty toward such persons and negligently or intentionally breaches it.

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

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

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

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

To SDYS:	San Diego Youth Services ATTN: Walter Philips, CEO 3255 Wing Street San Diego, CA 92110 Facsimile: (619) 221-8111
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To Consultant:	La Mesa Spring Valley School District ATTN: Brian Marshall, Superintendent LIST 4750 Date Avenue, La Mesa CA 91942 Facsimile: 619-668-8398
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Amendments & Waivers: No amendment modification of the terms or conditions of this Agreement shall be valid unless mutually agreed to in writing and signed by both parties hereto. Negotiations to modify this Agreement may be opened by either party by providing a written request to the other party. A waiver of any breach or default of any provision of this Agreement shall not be construed as, or constitute, a continuing waiver or a waiver of any other breach or default of any provision of this Agreement.

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

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

Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the engagement of Consultant. This Agreement supersedes all prior agreements, understandings, negotiations and representation, whether oral or written, express or implied, with respect to the

engagement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

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

[signature page follows]

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

Dated: _____

CONSULTANT:

La Mesa Spring Valley School District
FEIN/SSN:

By: _____
Brian Marshall, Superintendent

Dated: _____

SDYS:

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

By: _____
Walter Philips, Executive Director/CEO

By: _____
Angie Tran, CFO

Attachment A

Business Associate Contract

Covered Entity: SDYS

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

Business Associate: Consultant

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

Definition of Terms

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

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

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

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

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

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

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

Obligations & Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions:

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

Specific Use and Disclosure Provisions:

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

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

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

Obligations of Covered Entity

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

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

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

Permissible Requests by Covered Entity

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

Return of Information

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

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

Miscellaneous

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

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

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

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

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012

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

ITEM NUMBER: LS-2 New Business **Action Item**
**Authorization to Enter into an Agreement with EdCaliber for Materials
and Support in the Implementation of Common Core State Standards**

On August 2, 2010 the State Board of Education (SBE) adopted the Common Core State Standards (CCSS) in English language arts and mathematics. School Districts must transition from the 1997 standards to the CCSS, with full implementation in the 2014-2015 school year. Students will be assessed on the CCSS in Spring 2015.

The EdCaliber CCSS Rollout series was designed to assist site and district administrators in rolling out the Common Core State Standards to staff and community. The Series is composed of three phases, with 8-10 sessions in each phase. Phase One is an orientation and introduction to CCSS including purpose, organization and structure of CCSS, alignment with current state standards, assessments, professional development and district and site implementation planning. Phase Two is an implementation overview, including validation of current effective instructional practices, instructional shifts and new practices needed, as well as sample lessons and assessments. Phase Three addresses differentiation and sustainability, including meeting the needs of all subgroups, special topics, custom sessions, and planning for long-term, deeper implementation and support.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with EdCaliber for materials and support in the implementation of Common Core State Standards.

SOFTWARE LICENSE AND HOSTING SERVICE AGREEMENT

This Software License and Hosting Service Agreement (“**Agreement**”) dated July 24, 2012 (the “**Effective Date**”) between Performio Solutions, Inc. dba EdCaliber, with its principal place of business at 25 NW 23rd Place, Suite 6-424, Portland, OR 97210-5580 (“**Licensor**”), and La Mesa-Spring Valley School District, with its principal place of business at 4750 Date Avenue, La Mesa, CA 91942 (“**Licensee**”).

WHEREAS Licensor wishes to license certain rights to the Licensed Software to Licensee and to allow Licensee to Access same, all as more particularly described herein and subject to the provisions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **DEFINITIONS.** In this Agreement, the following terms are given the following meanings:

- 1.1 “**Access**” means to store data in, retrieve data from, view and/or edit data managed by, make use of, initiate a process through or otherwise interact with, either directly or indirectly, using electronic means or otherwise.
- 1.2 “**Confidential Information**” means any information disclosed by Licensor to Licensee, including any information disclosed prior to the Effective Date, either directly or indirectly in writing, orally or by inspection of tangible objects and whether or not designated as “confidential” at time of disclosure, including without limitation all trade secrets, knowledge, data and other information owned, held, or known by Licensor and relating to products, potential products, contracts, specifications, processes, know-how, designs, formulas, data, inventions, customer lists, business plans, marketing plans and strategies, pricing strategies and other subject matter pertaining to any research, business, or planned or contemplated business of Licensor, any Affiliate of Licensor, or any customer of Licensor or other party that heretofore has or hereafter may contract with Licensor for the performance of services or delivery of products. Confidential Information will include such information as is currently owned, held, or known by Licensor, and such other information as Licensor may develop or receive in the future through employee's efforts.
- 1.3 “**Hosting Service**” means an electronic information service provided by Licensor for the purpose of hosting the Licensed Software and providing Access to the Licensed Software and Licensee Data by Registered Users as set forth in this Agreement.
- 1.4 “**Initial Term**” means the period of time set forth in Schedule A.
- 1.5 “**Licensed Software**” means Licensor’s software and online website, including without limitation the software required to implement the functionality set forth in Schedule D.
- 1.6 “**Licensee**” means La Mesa-Spring Valley School District, as defined in the Agreement.
- 1.7 “**Licensee Data**” means the Licensee’s specific information, content and records that are input, posted or uploaded by Licensee using the Licensed Software, or initially by Licensor on Licensee’s behalf.
- 1.8 “**Licensor Content**” means the education-related content owned or created by Licensor and made available for download or Access solely through the Hosting Service, as further described in Schedule D.
- 1.9 “**Parties**” means collectively Licensor and Licensee and “**Party**” means Licensor or Licensee.

- 1.10 “Registered User”** means any user registered to Access the Licensed Software, whether or not through the computer network architecture of the Licensee, but for the business objectives of and as a representative of Licensee, with a unique username and password, regardless of the person's employment status with the Licensee, and regardless of whether the person is actively using the Licensed Software at any given time.
- 1.11 “Support Services”** means the hosting and technical support and maintenance provided by Licensor to Licensee pursuant to Schedule B.
- 1.12 “Website Terms”** means a terms of use or terms of service agreement outlining the terms and conditions under which users may use and access the Licensed Software in connection with the Hosting Service.

2. TERM AND TERMINATION.

- 2.1 Term.** This Agreement shall commence on the Effective Date and be in effect for the duration of the Initial Term.
- 2.2 Termination.** Either Party may terminate this Agreement if the other Party fails to comply with the provisions of this Agreement, provided that the defaulting Party is given sixty (60) days' written notice of such failure and opportunity to cure within such sixty (60) day period. Either Party may terminate this Agreement forthwith upon written notice to the other Party if: (i) insolvency, receivership or bankruptcy proceedings are commenced by or against such other Party; (ii) the other Party shall dissolve, wind-up or admit in writing its inability to pay its creditors. Licensor may terminate this Agreement immediately upon written notice to the Licensee if Licensee attempts to reverse engineer, de-compile, or disassemble the Licensed Software or to gain unauthorized access to the Hosting Services, hack in to the system comprising the Hosting Services, or permits any third party to do so.
- 2.3 Effects of Termination.** Upon termination or expiry of this Agreement, any amounts owed to Licensor will be immediately due and payable, all rights granted in this Agreement will terminate immediately and the Licensee shall promptly discontinue all use of the Licensed Software and the Hosting Services. If Licensee has the Licensed Software or any portion thereof in its possession, it will erase all copies and back-up copies of the Licensed Software from computers under Licensee's custody or control and return to Licensor all Licensed Software and documentation.
- 2.4 Survival.** The following provisions and the obligations shall survive the expiration or termination of this Agreement: Sections 1, 2.3, 2.4, 3.3, 3.5, 4.2, 4.3, 6, 7, 8, 9, 10 and 13.

3. SCOPE.

- 3.1 License.** Subject to the terms and conditions hereof, Licensor hereby grants to Licensee a non-exclusive, non-transferable right and license to Access the Licensed Software by means of the Hosting Service, and to permit unlimited Registered Users to do the same.
- 3.2 Additional Terms for Registered Users.** Licensee acknowledges and agrees that the Licensor will require all Registered Users to enter into the Website Terms, or other guidelines set forth in Licensor's website from time to time, prior to granting access to the Licensed Software and Hosting Service.
- 3.3 Restrictions.** Licensee agrees that it will adhere to the use and license restrictions provided in this Agreement, and any amendments and schedules thereto. Licensee agrees

that it will not, and it will not permit any Registered User or other third party to: (i) copy, modify, merge, reverse engineer, reverse assemble, decompile or disassemble the Licensed Software or otherwise attempt to derive the source code or compromise the systems providing the Licensed Software and Hosting Service or any part thereof; (ii) provide, lease, lend, publish, transfer or sublicense the Licensed Software or documentation or any part thereof for the benefit of any third party contrary to the provisions hereof; (iii) introduce any viruses or other harmful elements into the Hosting Service ; (iv) place a disproportionate load on the Hosting Service so as to maliciously interfere with the Hosting Service or with the intended result of denying service of the Hosting Service to other users; or (v) use the Licensed Software or the Hosting Services in contravention of any U.S. export controls laws observed by Licensor that may govern such use, unless first securing the necessary permits.

3.4 Equitable Relief. Licensee agrees that a breach by Licensee, or Licensee's Registered Users, of any provision of this Section 3 will cause Licensor immediate and irreparable harm. Licensee agrees that Licensor shall have, in addition to any and all remedies at law, the right to an injunction, specific performance, or other equitable relief as a result of any such breach.

3.5 Ownership. Licensee acknowledges that the Licensed Software and Hosting Services and any material or information contained on or in the Licensed Software and Hosting Services (except for Licensee Data), including without limitation all derivative works created thereof and all intellectual property rights associated therewith, are proprietary to and the property of Licensor. All right, title and interest in and to the Licensed Software and Hosting Services shall remain with Licensor.

4. LICENSOR CONTENT.

4.1 Content License. Licensor may make the Licensor Content available to Licensee for download or Access (for a fee or otherwise) in connection with providing the Licensed Software and Hosting Service. To the extent Licensor makes any Licensor Content available to Licensee, and subject to the terms and conditions herein, Licensor grants Licensee a non-exclusive, non-transferable, non-sublicenseable license to download, Access and use the Licensor Content solely for its own internal educational purposes during the Term.

4.2 Restrictions. Licensee may not, and may not authorize any third party to, modify, license, lease or sell the Licensor Content, and may not distribute the Licensor Content other than to Registered Users within Licensee's organization.

4.3 Ownership. As between Licensor and Licensee, Licensor shall maintain ownership of all Licensor Content and all improvements, modifications, adaptations and derivative works thereof. Except for the express license granted herein, Licensor grants no other rights or licenses to the Licensor Content and Licensor reserves all rights not expressly granted in this Section.

5. LICENSEE DATA AND CONTENT.

5.1 License to Licensor. Licensee hereby grants to Licensor a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute and re-distribute, and otherwise exploit the Licensee Data, in whole or in part, in any media formats and through any media channels (now known or hereafter developed) in connection with providing the Licensed Software and Hosting Service.

- 5.2 License to Users.** Licensee hereby grants to users of the service, including without limitation Registered Users, a non-exclusive, perpetual, irrevocable, non-transferable license to access, use, reproduce, display, perform, modify, and distribute the Licensee Data, and any modifications thereof, in connection with the use of the Licensed Software and Hosting Service. The foregoing license terminates as to any Licensee Data for which Licensee requests removal or deletion from the Licensed Software and Hosting Service; provided, however, that the rights of all users and third parties to such Licensee Data arising out of any distributions, reproductions and modifications occurring on or prior to deletion of such Licensee Data survive any termination or expiration of the license granted in this Section 5.2.
- 5.3 Restrictions.** Licensors agree that it will not distribute or sell the Licensee Data separately from the Licensed Software and Hosting Service. Licensee may request to restrict access to certain Licensee Data to Registered Users identified by Licensee. Licensors will make reasonable efforts to implement such restricted access to Licensee Data to the Registered Users authorized by Licensee. Licensee agrees and acknowledges that Licensors cannot guarantee that the Licensee Data will not be available to users other than those Registered Users approved by Licensee.
- 5.4 Ownership.** As between Licensors and Licensee, all Licensee Data, and all improvements, modifications and adaptations thereof, will be owned by and shall remain the property of Licensee. Licensee may request removal of its Licensee Data from the Licensed Software and Hosting Services at any time and Licensors shall forthwith comply with such request. Licensors shall not be liable for the corruption, damage, loss or mistransmission of data caused by Hosting Services or transmission via any communications facilities.
- 5.5 Licensee Data Warranty.** Licensee represents and warrants that: (1) Licensee is the creator and owner of or has the necessary licenses, rights, consents, and permissions to use and to authorize Licensors and Licensors' users to use and distribute the Licensee Data as necessary to exercise the licenses granted by Licensee in this Section 4 and in the manner contemplated by Licensors and this Agreement; (2) the Licensee Data does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; and (3) the Licensee Data does not contain any viruses, adware, spyware, worms, or other malicious code.

6. PAYMENT AND TAXES.

- 6.1 Fees.** In consideration of Licensors granting the rights and licenses herein, Licensee shall pay to Licensors the License and Hosting Fees set forth in Schedule A ("**License and Hosting Fee**").
- 6.2 Billing and Payment Terms.** Licensors shall invoice Licensee according to Payment Terms described in Schedule A. If no Payment Terms are described in Schedule A, then Licensors shall invoice Licensee monthly in advance for the License and Hosting Fees, and payment of fees will be due within 30 days after the date of invoice. Late payments hereunder will accrue interest at the rate of 1½ percent (1.5%) per month from the date due until actually received. Notwithstanding the foregoing, no interest charges for late payments shall accrue where payment is withheld based on a good-faith dispute of such payment, and in such case the Parties shall use best efforts to resolve the payment dispute expeditiously by negotiation, mediation and/or expedited arbitration or court action.

- 6.3 Taxes.** All applicable fees paid by Licensee to Licensor are exclusive of taxes and duties. Licensee shall pay all taxes and duties relating to its business and to the use of the Licensed Software or Hosting Services including but not limited to sales, use, excise, personal property, value-added, goods and services, and any other federal, provincial, state or local taxes, withholdings, tariffs, import duties or import license, charges, or like charges and any interest or penalties thereon imposed by a government agency. For greater certainty, Licensee shall not be responsible for any income, property or business taxes of Licensor, for which Licensor is responsible. Licensee shall indemnify and hold harmless Licensor and its directors, officers, employees and agents from and against liability for taxes and duties for which Licensee is responsible pursuant to this Section 6.

7. CONFIDENTIALITY.

- 7.1 Confidentiality.** Licensee shall treat as confidential all Confidential Information, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, Licensee shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by Licensor. Licensee shall promptly notify Licensor of any actual or suspected misuse or unauthorized disclosure of Licensor's Confidential Information.
- 7.2 Exceptions.** Notwithstanding the above, Licensee shall not have liability to Licensor with regard to any Confidential Information which Licensee can prove:
- 7.2.1 was in the public domain at the time it was disclosed or has become in the public domain through no fault of Licensee;
 - 7.2.2 was known to Licensee, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
 - 7.2.3 is disclosed with the prior written approval of Licensor;
 - 7.2.4 was independently developed by Licensee without any use of the Confidential Information;
 - 7.2.5 becomes known to Licensee, without restriction, from a source other than Licensor without breach of this Agreement by Licensee and otherwise not in violation of Licensor's rights; or
 - 7.2.6 is disclosed generally to third parties by Licensor without restrictions similar to those contained in this Agreement.
- 7.3 Compelled Disclosure.** Licensee shall be entitled to disclose the Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body; provided, however, that Licensee shall provide prompt notice thereof to Licensor to enable Licensor to seek a protective order or otherwise prevent or restrict such disclosure.

8. INDEMNIFICATION.

- 8.1 Intellectual Property Indemnification.** Subject to the limitations set forth herein, Licensor hereby defends, indemnifies, and holds harmless Licensee and its respective directors, officers, agents, and employees from and against any and all third party actions,

claims, demands, liabilities, judgments, costs and expenses (including reasonable legal fees) suffered by the Licensee arising from a finding that the Licensed Software or the Hosting Services infringe a third party's intellectual property rights, provided that Licensee gives prompt written notice to Licensor of any such claim and full opportunity to defend or settle such claim at Licensor's cost and expense and with Licensee's cooperation.

- 8.2 Process.** If the Licensed Software or the Hosting Services, or any part thereof, are or in the opinion of Licensor may become the subject of any claim, suit or proceeding (collectively, "Action") for infringement, or if use or distribution of the Licensed Software or the Hosting Services is enjoined, then Licensor may, at its option and expense: (i) procure for Licensee the right to distribute or use, as appropriate, the Licensed Software or the Hosting Services; (ii) replace the Licensed Software or the Hosting Services with other suitable software or services; (iii) suitably modify the Licensed Software or the Hosting Services; or (iv) if the foregoing alternatives cannot be accomplished on a commercially reasonable basis as determined in Licensor's sole discretion, require Licensee to cease use of such Licensed Software and refund the aggregate payments paid, on a pro-rata basis, from the time the Action first impairs Licensee's use of the Licensed Software or Hosting Service. Licensor shall not be liable for any costs or expenses incurred without its prior written authorization. The rights set forth in this Section 8.2 shall be in addition to indemnification obligations of Licensor, if any, set forth in Section 8.1 above.
- 8.3 Excluded Acts.** Licensor is not liable under this indemnity for alleged infringements based on or attributable to: (i) Licensee Data or Licensee's specifications or designs; (ii) support services, upgrades, changes or modifications to the Licensed Software by persons or entities not authorized by Licensor; (iii) use of the Licensed Software in combination with products or services not furnished or authorized by Licensor where such infringement results from such combination; (iv) the Licensee's continued use of any superseded version of the Licensed Software following notification by Licensor of the need to use an updated or enhanced version of the Licensed Software; or (v) use of Licensed Software after Licensor has required Licensee to discontinue Access and use of the Licensed Software.
- 8.4 Mutual Indemnities.** Licensee, on behalf of itself and Registered Users, hereby defends, indemnifies, and holds harmless Licensor and its directors, officers, agents, and employees from and against any and all actions, claims, demands, liabilities, judgments, costs and expenses (including reasonable legal fees) suffered by the Licensor relating to or arising out of any breach by Licensee of the terms of this Agreement or Licensee's representations and warranties; provided that Licensor gives prompt notice to Licensee of any such claim and full opportunity to defend or settle such claim at Licensee's cost and expense and with Licensor's cooperation. Licensor hereby defends, indemnifies, and holds harmless Licensee and its directors, officers, agents, and employees from and against any and all actions, claims, demands, liabilities, judgments, costs and expenses (including reasonable legal fees) suffered by the Licensee relating to or arising out of any breach by Licensor of Licensor's representations and warranties; provided that Licensee gives prompt notice to Licensor of any such claim and full opportunity to defend or settle such claim at Licensor's cost and expense and with Licensee's cooperation.
- 8.5 Exclusive Remedy.** THE PROVISIONS OF THIS SECTION 8 STATE (A) LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY FOR ANY CLAIM OF INTELLECTUAL PROPERTY AND THIRD PARTY PROPRIETARY RIGHTS INFRINGEMENT ATTRIBUTABLE TO THE LICENSED SOFTWARE

AND (B) LICENSEE'S ENTIRE LIABILITY AND LICENSOR'S SOLE REMEDY FOR ANY INDEMNIFICATION OBLIGATIONS OF LICENSEE.

9. WARRANTIES.

- 9.1 Mutual Warranties.** Each party represents and warrants to the other party that (i) it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement; (ii) this Agreement does not and shall not conflict with any other agreement entered into by it; and (iii) it will comply with all applicable laws and regulations in the performance of its obligations set forth herein.
- 9.2 Product Warranty.** Licensor warrants to Licensee that (a) Licensor has the necessary title to or rights to the Licensed Software and Hosting Services to allow Licensor to grant the licenses and provide the services to Licensee hereunder and (b) the Licensed Software will substantially conform to the functional description delivered to Licensee and which may be modified from time to time. If Licensee notifies Licensor in writing of a defect in the Licensed Software that substantially impairs compliance with the functional description, then Licensor at its cost will correct or replace the defective Licensed Software in accordance with and subject to the Support Services terms set forth in Schedule B. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9.2, THE LICENSED SOFTWARE AND LICENSOR CONTENT ARE PROVIDED TO LICENSEE "AS IS" WITHOUT FURTHER WARRANTY OR CONDITION, EXPRESS, STATUTORY OR IMPLIED. LICENSOR DOES NOT WARRANT THAT LICENSEE'S ACCESS OF THE LICENSED SOFTWARE OR LICENSOR CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL LICENSED SOFTWARE ERRORS CAN OR WILL BE CORRECTED. LICENSOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR LICENSOR CONTENT WILL MEET LICENSEE'S REQUIREMENTS NOR THAT THE LICENSED SOFTWARE OR LICENSEO CONTENT WILL OPERATE IN THE COMBINATIONS THAT LICENSEE MAY SELECT FOR USE, OR WITH ALL NON-LICENSOR SOFTWARE USED BY LICENSEE.
- 9.3 Hosting Service Warranty.** Licensor warrants to Licensee that the Hosting Service will conform to the functional description set forth in Schedule B. Licensor does not warrant and specifically disclaims any liability for any delay or failure in performance of the Hosting Service due to problems in data transmission attributable to any cause not within the control of the Licensor. For any breach of this Hosting Service warranty, upon Licensee's written request within thirty (30) days from the date of such breach, Licensee's sole remedy and Licensor's sole obligation shall be (i) for Licensor to correct or repair the deficiency causing the breach of the warranty, or (ii) if such correction or repair is not provided or does not correct the breach of the warranty, to provide the Service Credits as set forth in the Hosting Service and Support Terms and Conditions in Schedule B. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9.3, THE HOSTING SERVICE PROVIDED TO THE LICENSEE IS PROVIDED "AS IS" WITHOUT FURTHER WARRANTY, EXPRESS OR IMPLIED. LICENSOR DOES NOT WARRANT THAT THE HOSTING SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. LICENSOR DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY LIABILITY FOR THE CONTENT OR INTEGRITY OF ANY DATA THAT IS INPUTTED, MANIPULATED OR OUTPUTTED BY THE HOSTING SERVICE.
- 9.4 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND MADE BY LICENSOR TO LICENSEE RESPECTING THE LICENSED SOFTWARE,

LICENSOR CONTENT OR THE HOSTING SERVICE, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND LICENSOR EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE LIMITED WARRANTIES IN THIS SECTION 9 CONSTITUTE LICENSEE'S SOLE REMEDY AND LICENSOR'S SOLE LIABILITY. LICENSOR HEREBY DISCLAIMS ALL OTHER WARRANTIES.

10. LIMITATION OF LIABILITY.

10.1 Licensor's Liability. LICENSOR'S TOTAL LIABILITY TO LICENSEE, OR ANY PERSON, IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY PROVED, BUT IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY EXCEED THE FEES PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT IN THE PRECEDING 12 MONTH PERIOD BEFORE SUCH CLAIM AROSE. NOTWITHSTANDING TO THE FOREGOING, LICENSOR SHALL NOT BE LIABLE TO ANY PERSON (INCLUDING WITHOUT LIMITATION LICENSEE, LICENSEE'S AFFILIATES OR ANY END USER) FOR ANY INDIRECT, SPECIAL, COLLATERAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Licensee's Liability. LICENSEE'S TOTAL LIABILITY TO LICENSOR, OR ANY PERSON, IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY PROVED, BUT IN NO EVENT WILL LICENSEE'S TOTAL LIABILITY EXCEED THE FEES PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT IN THE PRECEDING 12 MONTH PERIOD BEFORE SUCH CLAIM AROSE. EXCEPT IN THE CASE OF A BREACH OF LICENSEE'S OBLIGATIONS UNDER SECTION 7 AND SECTION 8.4, LICENSEE SHALL NOT BE LIABLE TO ANY PERSON (INCLUDING LICENSOR OR LICENSOR'S AFFILIATES) FOR ANY INDIRECT, SPECIAL, COLLATERAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Exclusions. THE LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 10.1 AND 10.2 ABOVE DO NOT APPLY TO THE PARTIES' OBLIGATIONS UNDER SECTION 3 AND 7.

11. CONSULTING SERVICES. Licensor may, from time to time, engage third party consultants for purposes of providing consulting services to Licensor and its users in support and operation of the Licensed Software, including providing training, education and other services to Licensor customers and users on behalf of Licensor. From time to time, Licensor may utilize certain Licensee employees on a temporary contract basis ("Consultant") for purposes of providing such consulting services to third parties on behalf of Licensor. Licensee agrees that the performance of any such consulting services for Licensor falls outside the Consultant's scope of employment with Licensee and that, unless otherwise designated in writing signed by both parties, Licensor shall exclusively own all material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, developed or reduced to practice by Consultant, solely or in collaboration with others, during the Term of

this Agreement and arising out of or in connection with performing the consulting services, and all related intellectual property rights therein (“Consulting Results”).

12. SUPPORT SERVICES. Licensor shall provide the Support Services in accordance with the service levels and support and maintenance services set forth in Schedule B.

13. GENERAL.

13.1 Amendment. This Agreement may only be amended by written agreement executed by the authorized signing officers of the Parties. Any waiver of any provision in this Agreement shall be in writing and shall not be deemed a waiver of any subsequent rights in this Agreement.

13.2 Issuance of Press Releases. Subject to the consent of the Parties, not to be unreasonably withheld, the Parties agree to issue press releases during the Term, such press releases to coincide with Licensor’s marketing plans as modified and communicated to Licensee from time to time. Licensor is permitted to identify Licensee as a customer of Licensor on Licensor’s marketing materials.

13.3 Construction. Singular terms shall be construed as plural, and vice versa, where the context requires. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement.

13.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

13.5 Entire Agreement. This Agreement, including the attached schedules which are incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and cancels all prior agreements and understandings (oral, written or electronic). In the event of any conflict between the terms of this Agreement and any terms in any of the schedules, the terms of this Agreement shall prevail.

13.6 Force Majeure. Except for the obligation to pay amounts due and owing under this Agreement, neither Party shall be liable for non-performance caused by circumstances beyond its reasonable control, including, but not limited to work stoppages, strikes, labour disputes, delay in transportation, delay in delivery by vendors, suppliers or licensors not Affiliated with a Party, impairment of the Licensed Software or the Hosting Service by third parties, fire, civil disobedience, wars or natural disasters, but excluding financial inability. Should an event of Force Majeure endure for sixty (60) days, the aggrieved Party may terminate this Agreement.

13.7 Governing Law This Agreement is governed by and construed in accordance with the laws of the State of California, without reference to conflict of law principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara, California, and each party hereby consents to the personal jurisdiction and venue thereof.

13.8 Independent Contractors. For the purposes of this Agreement, Licensor and Licensee will be construed as independent contractors and shall not be deemed to be in an employment, partnership nor agency relationship.

13.9 Notices. Any notices, authorizations and requests in connection with this Agreement shall be in writing and sent to the address specified above by delivery, fax or by registered mail and, if by mail, shall be deemed given within five (5) days of mailing and if by delivery or fax, shall be deemed to be received on the day following the date of delivery or transmission, except that if the same is not a business day, then on the next following business day. Either Party may change its address by giving notice of the new address to the other Party.

13.10 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Performio Solutions, Inc. dba EdCaliber

La Mesa-Spring Valley School District

By: _____
(Signature)

Kevin Stone
(Printed Name)

CEO
(Title)

By: _____
(Signature)

(Printed Name)

(Title)

SCHEDULE A

Fees

1. **Initial Term:** July 1, 2012 to June 30, 2013
2. **Setup:** N/A
3. **Training:** N/A
4. **Support:** Included
5. **License and Hosting Fee for EdCaliber Online Tool Suite and EdCaliber Content:** \$8,295 for district-wide license for the Initial Term, including access to the following functionality (as further described in Schedule D):
 - 5.1 EdCaliber Online Tool
 - 5.2 EdCaliber CCSS Site Rollout Toolkit for 21 schools (17 K-6 schools and 4 7-8 schools)
6. **Payment Terms:** \$8,295 to be paid in full Net 30 upon contract signing and after invoice is received.

SCHEDULE B

Hosting Service and Support Terms and Conditions

A. Additional Definitions:

“Hosting Service Problem” means a problem which substantially impairs the Access to the Licensed Software through such Hosting Service;

DESCRIPTION OF HOSTING SERVICES.

In consideration of the License and Hosting Fee, Licensor provides to Licensee Access to the Licensed Software and Hosting Services, which includes managing the transmission, manipulation and storage of Licensee Data utilizing the Licensed Software on computer hardware and software in a hosting facility which enables the Registered Users to Access the Licensed Software in accordance with the terms and conditions set forth in the Agreement.

HOSTING SERVICE OPERATIONS.

Access to Hosting Service. Licensee and Registered Users shall Access the Licensed Software by means of an Internet browser that is certified by Licensor. Licensee and Registered Users are responsible for obtaining all appropriate hardware, software and services which are necessary to connect to the Hosting Service including without limitation the Internet service provider services and any point-to-point communications systems infrastructure.

Licensee Data and Authorized Use. Access to the Licensee Data made available through the Hosting Service on behalf of the Licensee may be restricted to those Registered Users who have been designated by the Licensee. Access to the Licensed Software is granted through the assignment of IDs and passwords (the **“User Access Code”**). Licensee agrees to assign, record and control the use of the User Access Codes and in all cases is solely responsible for any use thereof and shall indemnify and save harmless Licensor from any loss or cost occasioned by the failure to adequately safeguard such User Access Codes. Further to the assignment of User Access Codes to Registered Users, Licensor requires on-line confirmation and acceptance from all Registered Users to the Website Terms. The Website Terms may be amended by Licensor from time to time, as further detailed in the Website Terms.

Security. Licensor shall adopt security and verification to protect the Hosting Service. Licensor shall use reasonable efforts designed to protect Licensee’s data, but Licensor neither represents nor warrants the safety or integrity of Licensee’s data.

Functionality and Feature Support. Licensor will provide support to Licensee in accessing certain features, including the provisioning of new Registered Users on behalf of Licensee and the creation of up to two custom lesson plans and/or walkthrough templates per school district. The creation of new lesson plans and walkthrough templates will be performed under a mutually agreed schedule to this Agreement detailing the conditions and requirements.

SERVICE LEVELS. Licensor is responsible for the maintenance and performance of all hardware, software, networking and communications equipment that is utilized in providing the Hosting Service. The capacity of the Hosting Services will be sufficient to provide ready access and storage of the quantity of data sufficient for Licensee’s use of the Licensed Software.

Hours of Operation. Subject to Section 0 of this Schedule, Licensor will provide automated and monitored systems operations 24 hours per day, 365 days per year.

Maintenance. Licensor may complete both routine scheduled and non-scheduled maintenance of the Hosted Service. Licensor shall use reasonable efforts to give Licensee prior notification of any scheduled maintenance.

SLA. During the Term, the Hosting Service will be operational and available to Licensee and its Registered Users at least 99.8% of the time in any calendar month ("Hosting SLA"). If Licensor does not meet its Hosting SLA, and if Licensee meets its obligations under this Agreement, Licensee will be eligible to receive the credits described below ("Service Credits"). This Hosting SLA states Licensee's sole and exclusive remedy for any failure by Licensor to meet the Hosting SLA. In order to receive any of the Service Credits described herein, Licensee must notify Licensor within 7 days from the time Licensee becomes eligible to receive a Service Credit.

Service Credits:

Monthly Uptime Percentage	Days of Service added to the end of the term, at no charge to Customer
Less than 99.8% and Greater than or equal to 99.0%	3
Less than 99.0% and Greater than or equal to 95.0%	7
Less than 95.0%	15

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Licensor to Licensee for all downtime or unavailability that occurs in a single calendar month shall not exceed fifteen days of Service Credits to be added to the end of Licensee's term.

EXCEPTION TO SERVICE LEVELS. Licensor shall be excused from any failure to achieve its Service Levels due to problems in data transmission attributable to the Internet service provider or the Internet routing methods or any other cause not within the control of the Licensor, including but not limited to those failures caused by any of the following:

Any fault or negligence on the part of Licensee or Registered Users, including any failure or delay in recovery of service attributable to the failure of Licensee or any Registered Users to advise Licensee promptly of the service interruption or failure;

Any services or equipment directly provided and maintained by Licensee or Registered Users or third party vendor;

Any failure of Licensee or any Registered Users to provide a suitable environment for or to properly maintain any terminal or computer equipment used to Access the Hosting Service;

Any loss of or interruption in the source of power, systems, or connections provided by suppliers or subcontractors; and

Any natural disaster, floods, earthquakes, or other acts of God; actions or regulations of governmental authority, self-regulatory authority or quasi-governmental authority; strikes

or labour disputes or difficulties; fires, wars, riots, or similar hostilities; breach by suppliers of supply agreements; or any other cause beyond the control of Licensor (excepting either Party's financial inability).

SUPPORT SERVICES.

Licensee Representatives. Licensee may designate a maximum of two (2) Licensee support representatives to act as Licensee's points of contact in requesting such support services.

Licensee Support. Licensor will make reasonable efforts to correct a problem concerning Access to the Licensed Software or Hosting Service if reported to Licensor by Licensee in accordance with the terms of this Hosting Service and Support Terms and Conditions. Licensor is not, however, obligated to correct all problems reported.

Standard Support. Licensor shall provide support services to Licensee support representatives between the hours of 8:00 a.m. to 5:00 p.m. PST Monday through Friday, excluding Licensor supported holidays.

Extended Support. Licensor shall provide to Licensee support representatives between the hours of 5:00 a.m. to 5:00 p.m. PST Monday through Friday, excluding Licensor supported holidays, for significant Hosting Service Problems.

Reproducing Defects. With all reported Hosting Service Problems, Licensee will work closely with Licensor to provide reproducible results for any defect reported. Licensor cannot ensure that any corrections will be provided if the defect cannot be reproduced.

Exclusions. Unless previously approved by Licensor in writing, Licensor shall have no obligation to Licensee hereunder to support: (i) Hosting Service Problems caused by Licensee's negligence, abuse or misapplication; (iii) Licensee's use of programs other than as specified in Licensor's training manuals or user documentation; or (iv) other current technical materials or other causes beyond the control of Licensor.

MAINTENANCE SERVICES. Licensor will provide Licensee with updates to the Licensed Software as they become generally available. Licensor's obligations of support pursuant to this Agreement do not extend to new products being added to a product line or new functionality that is licensed separately.

THESE HOSTING SERVICE AND SUPPORT TERMS AND CONDITIONS CONSTITUTE A SERVICE AGREEMENT AND NOT A SOFTWARE WARRANTY.

SCHEDULE C

Milestones

Not Applicable

SCHEDULE D

Tool Functionality and Licensor Content

EdCaliber Online Tool Functionality

- Online access to EdCaliber CCSS Site Rollout Toolkit
- Planning Calendar for planning CCSS Site Rollout Toolkit content
- User accounts: EdCaliber will provision one principal account per school and 5 district user accounts upon login information being provided by Licensee. More accounts can be created upon request (e.g. teacher accounts for licensed schools).

Licensor Content

EdCaliber CCSS Site Rollout Toolkit

The EdCaliber CCSS Site Rollout Toolkit has been designed to assist site and district administrators in rolling out the Common Core State Standards to staff and the community. The EdCaliber CCSS Site Rollout Toolkit is composed of three phases with multiple sessions in each phase. Each session is designed to last one hour and comes with corresponding resources such as PowerPoint presentations, Word documents, and PDF files.

Phase One: Orientation

The introduction to CCSS: purpose, organization and structure of CCSS, alignment with current state standards, assessments, professional development and district and site implementation planning.

Phase Two: Implementation Overview

Validation of current effective instructional practices, instructional shifts and new practices needed, sample lessons and assessments.

Phase Three: Differentiation and Sustainability

Meeting the needs of all subgroups, special topics, custom sessions, and planning for long term, deeper implementation and support.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

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

ITEM NUMBER: LS-3 New Business **Action Item**
**Authorization to Enter into an Agreement with San Diego County Office
of Education for Partial Audiovisual Services for the 2012-13 School Year
for Quest Academy**

Since 1984 the District has entered into an agreement with the San Diego County Office of Education to exchange or rent various types of audiovisual resources including videotapes, laserdiscs, and CD-ROMs. Access to the San Diego County Office of Education collection provides teachers with a wider base of instructional materials to assist them in meeting the needs of students.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached agreement for the 2012-2013 school year.

San Diego County Superintendent of Schools
Contract for Audiovisual Education Services

The Governing Board of the La Mesa-Spring Valley School District, hereinafter called the District, and the San Diego County Superintendent of Schools, hereinafter called the Superintendent, in accordance with Education Code Section 1830, agrees as follows:

1. During the 2012-2013 school year. The Superintendent will furnish to the District audiovisual education services to Quest Academy, located at Bancroft Elementary School.
2. The District will pay to the Superintendent the rate of \$6.44 per Quest Academy student enrollment for Audiovisual Services, which will be transferred to the County School Service Fund in December of this contract's fiscal year.
3. Our initial estimate of your 2011-2012 cost for Audiovisual Services is a maximum of \$141.68 (22 students x 6.44).

LA Mesa-Spring Valley
School District

Authorized Signature

Superintendent
Title

*Members of the Governing Board
or Authorized Signature*

Approved by the Governing Board on

*Authorized by the San Diego County
Board of Education on*

February 8, 2012

San Diego County Superintendent of Schools

Authorized Signature

Lora Duyzk, Assistant Superintendent
Title

Date

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

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

ITEM NUMBER: LS-4 New Business **Action Item**
Authorization to Enter into a Special Education Master Contract with La Jolla Learning Works

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

Authorization is requested for approval of a Special Education Master Contract with La Jolla Learning Works, a non-public agency, in a not-to-exceed amount of \$15,000.00:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/13	\$ 134,000.00
La Jolla Learning Works	Not to exceed \$15,000.00
Total encumbered cost for all nonpublic schools/agencies	\$ 149,000.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into a special education master contract with La Jolla Learning Works for the 2012-13 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

Action Item

The Human Resources recommendations which are attached for consideration at the August 7 2012, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations – August 7, 2012

CERTIFICATED:

Approval of Contract

Worthington, Matthew A.	Teacher, Autism (temporary)	V-1	08/14/12 – 06/14/13
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Approval of Acceptance of Resignation:

Martinez, Natalie M.	Teacher (resigned)	06/15/12
Mortier, Rebecca N.	Teacher (resigned – from leave)	06/15/12

Approval of Leave of Absence:

Hicks, Tylene A.	Dean of Students (employment elsewhere)	06/18/12 – 06/14/13
Kroeger, Melissa H.	Teacher (child rearing – 50% leave)	06/18/12 – 06/14/13
McCafferty, Ann M.	Teacher (employment elsewhere)	06/18/12 – 06/14/13

Approval of Amended Leave of Absence:

Triplett, Kelli J.	Teacher (employment elsewhere – 50% leave; was 100% leave)	06/18/12 – 06/14/13
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Approval of Extension of Leave of Absence:

Newman, Rachel M.	Home Tutor (child rearing – 50% leave)	06/18/12 – 06/14/13
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Approval of Change of Classification:

Suffield, Jennifer N.	From: IV-16	To: V-16	07/01/12
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Approval of Contract Revision:

Kroeger, Melissa H.	From: 100%	To: 50%	08/14/12
Triplett, Kelli J.	From: 100%	To: 50%	08/14/12

Approval of Rehire from 39-Month Reemployment List:

Dowell, Joshua M.	Teacher (temporary)	VI-11	08/14/12 – 06/14/13
Duncan, Nicole D.	Teacher – 50% (temporary)	IV-8	08/14/12 – 06/14/13
Gonzales, James A.	Resource Specialist	V-6	08/14/12
Riggs, Dana S.	Teacher (temporary)	VI-9	08/14/12 – 06/14/13

CLASSIFIED:

Approval of Acceptance of Resignation/Merit System:

Adolph, Sheila J.	Office Assistant II (retiring)	34-F+	08/24/12
Forror, Sandra L.	School Office Assistant (employment elsewhere)	34-F	07/27/12
Franco, Carol J.	Health Technician (moving from area)	34-F	07/23/12
Hensley, Sandra L.	School Bus Driver (retired)	42-F+	07/31/12

Leth, Natalie	Extended School Services Leader (resigned – from leave)	26-F	07/18/12
Ravellette, Lucille M.	Paraprofessional – State Preschool (retired)	14-F+	07/18/12

Approval of Employment:

Glaser, Kimberly J.	Extended School Services Attendant	\$10.18/hr	07/16/12
Ojeda, Andrea G.	Extended School Services Attendant	\$10.18/hr	07/16/12

Approval of Termination of Employment:

Swerdloff, Denise G.	School Bus Attendant (permanency not granted)	07/23/12
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Approval of Extension of Leave of Absence:

Eaton, Kristy L.	Paraprofessional – Special Education (family responsibilities)	06/16/12 – 04/24/13
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Approval of Change of Classification:

Awrey, Annette L.	From: Paraprofessional – Special Education Communication Facilitator	27-F+	08/10/12
	To: Paraprofessional – Special Education	21-F+	

Approval of Placement on 39-Month Reemployment List:

Awrey, Annette L.	Paraprofessional – Special Education Communication Facilitator	08/10/12
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CONSULTANT, LECTURER/PRESENTER, SHORT-TERM EMPLOYMENT: (Attached)

Horton, Chenia	Short-Term Employment (Murdock)	08/16/12 – 06/14/13
Leadership and Learning Center	Lecturer/Presenter (Learning Support)	08/07/12 – 12/31/12
MSD Professional Consultants, Inc.	Consultant (Special Education)	08/27/12 – 06/30/13
Neema Kennels/P. Davis	Lecturer/Presenter (La Mesa Dale)	09/10/12 – 05/31/13
Regents of UC/UCSD/H. Taras	Consultant (Special Education)	08/01/12 – 06/30/13
Skeels, Jennifer	Short-Term Employment	07/01/12 – 06/30/13
Weckerly, Jill	Consultant (Special Education)	08/01/12 – 06/30/13

REQUISITION FOR SHORT-TERM EMPLOYMENT

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

Print Name Chenia Horton Date 06-22-12
Describe service performed/Program Objective After School Club-Cooking Class

Date(s) of Service 2012-2013 School Year Location of Service Murdock Elem

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	%	Split
donations	03	00	0000	191	1110	1000	2900	099	340			

Hourly or Daily Rate (circle one) \$ 30 Total Not to Exceed \$ 570.00

Expenditure Approved by:

Principal/Department Head [Signature] Date 7/17/12 Spec. Education/Spec. Programs (if required) [Signature] Date 7/19/12
Accounting Budget Review [Signature] Date 7/17/12 Asst. Supt., Business or Asst. Supt., Instruction [Signature] Date 7/19/12
Assistant Superintendent, Human Resources [Signature] Date 7/17/12 BOARD APPROVAL DATE 7/19/12
No service to be rendered until after Board approval

APPLICATION FOR SHORT-TERM EMPLOYMENT

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

Please Type

Name Horton Chenia Lynn Soc. Sec. No _____
Last First Middle
Address _____ City _____ Ca _____
Street State/Zip
Telephone _____ Cell phone _____

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

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

Background qualifications for assignment _____

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

Name Occupation Complete Mailing Address Telephone
Ann Johnson _____
Ivy Brownell _____

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

Signature [Signature] Date 6/22/12

Rev. 9/06 09973 Distribution: White Human Resources Yellow Payroll Pink Accounting Goldenrod Originator
Form Subject To Change - Revised 2/4/10 H:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

12-13

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Learning Support Date 7/24/12
 Consultant/Lecturer/Presenter Name Dr. Angela Peery Soc Sec No _____
 Name of Firm or Business The Leadership and Learning Center Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter Senior Professional Development Associated at The Leadership and Learning Center

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
	06	00	4035	000	1110	2140	11005800	020	521			3,000.00
	06	00	3010	000	1110	2140	11005800	020	360			3,000.00
	06	00	3010	000	1110	2140	11005800	020	370			3,000.00

☐ Consultant ☒ Lecturer/Presenter
 Signature, Principal or Department Head B. Malaball Date 7/30/12
 Additional Approval (if needed) _____ Date _____ Signature of Assistant Superintendent R. Waller Date 7/25/12
 APPROVED FOR BOARD _____ Date 7/30/12
 SUBMISSION: Assistant Superintendent, Human Resources _____ Date _____ Board Approval Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of August, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District), and The Leadership and Learning Center (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing 8/7/12, through 12/31/12, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$9,000.00 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Writing to Learn Certification Course to prepare selected participants to become Writing to Learn Presenters for the District.

12140

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

JUL 18 2012

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

Originating School or Department Special Education Date July 9, 2012
 Consultant/Lecturer/Presenter Name Sheila Doctors Soc Sec No _____
 Name of Firm or Business MSD Professional Consultants, Inc. Taxpayer ID No (for 1099) _____
 Address _____
 Background and qualifications of Consultant/Lecturer/Presenter DHH Consultant

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
Special Ed	06	00	6500	000	5001	3110	5900	095	536		100	

☐ Consultant ☐ Lecturer/Presenter _____ Date 7/10/12
 Signature, Principal or Department Head _____
 Additional Approval (If needed) _____ Date _____
 Signature of Assistant Superintendent _____
 APPROVED FOR BOARD _____ Date 7/23/12
 SUBMISSION: Assistant Superintendent, Human Resources _____ Board Approval Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of August, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Sheila Doctors (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing 8/27/12, through 6/30/13, inclusive; or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$150/hour consultant services; \$200/hr expert testimony (not to exceed \$1500) for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below, or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Consultant services and/or expert testimony regarding language and communication options for students

12139

JUL 11 2012

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Peggy Davis LMO Date 6/22/12
Consultant/Lecturer/Presenter Name Peggy Davis Soc Sec No _____
Name of Firm or Business Neema Kennels Taxpayer ID No (for 1099) _____
Address _____
Background and qualifications of Consultant/Lecturer/Presenter Breeds and trains therapy dogs

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split \$
						28						

☐ Consultant ☒ Lecturer/Presenter Kelly Tubman Date 6/22/12
Signature of Principal or Department Head
Additional Approval (if needed) _____ Date _____ Signature of Assistant Superintendent 7/17/12
Date
APPROVED FOR BOARD C. Bender 7/23/12
SUBMISSION: Assistant Superintendent, Human Resources Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 30th day of July, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Peggy Davis (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing Sept. 10, 2012 through May 31, 2013, inclusive; or, services shall be provided on the following dates to be determined through library and classes.
- COMPENSATION.** The District agrees to pay Contractor the amount of 00 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

To bring therapy dog to classes to read with the children

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Special Education Date July 2, 2012
 Consultant/Lecturer/Presenter Name Howard L. Taras, MD. Soc Sec No _____
 Name of Firm or Business The Regents of U.C. on behalf of UCSD Sch of Med. Dept. of Pediatrics Taxpayer ID No (for 1099, _____)
 Address UCSD Health Services
 Background and qualifications of Consultant/Lecturer/Presenter Professor of Pediatrics specializing in school consultations

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split \$
Special Ed	06	00	6500	000	5001	3110	5800	095	536		50	
Student Serv	03	00	0000	000	1110	1000	5800	095	531		50	

☐ Consultant ☐ Lecturer/Presenter
 Signature, Principal or Department Head [Signature] Date 7/2/12
 Additional Approval (if needed) [Signature] Date 7/2/12 Signature of Assistant Superintendent [Signature] Date 7/9/12
 APPROVED FOR BOARD SUBMISSION: [Signature] Date 7/23/12 Board Approval Date _____
 Assistant Superintendent, Human Resources

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of August, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and the Regents of U.C. on behalf of UCSD School of Medicine Department of Pediatrics (hereafter "Contractor").

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing 8/1/12 through 6/30/13 inclusive; or, services shall be provided on the following dates _____
- COMPENSATION.** The District agrees to pay Contractor the amount of \$240/hour (not to exceed \$5,000.00) for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below, or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.
Serves as a consultant for school nurses and provides medical protocols for TB clinics and other procedures. Advises district on medical issues and reviews student information regarding Medi-Cal reimbursement.

REQUISITION FOR SHORT-TERM EMPLOYMENT

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

Print Name Jennifer Skeels Date June 28, 2012

Describe service performed/Program Objective CELDT Testing Team

Date(s) of Service July 1, 2012 - June 30, 2013 Location of Service Various school sites

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	%	Split
	06	00	7091	000	4760	3160	1900	099	521			

Hourly or Daily Rate (circle one) \$ 115.00/day Total Not to Exceed \$ 11,000.00

Expenditure Approved by:

Principal/Department Head [Signature] Date 6/1/12 Spec. Education/Spec. Programs (if required) [Signature] Date 7/1/12
Accounting Budget Review [Signature] Date 5/1/12 Asst. Supt., Business or Asst. Supt., Instruction [Signature] Date 8/9/12
Assistant Superintendent, Human Resources [Signature] Date 8/1/12 BOARD APPROVAL DATE 8/1/12
No service to be rendered until after Board approval.

APPLICATION FOR SHORT-TERM EMPLOYMENT

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

Please Type

Name Skeels Jennifer Soc. Sec. No. ---
Last First Middle

Address
Street City State/Zip

Telephone Cell phone

Are you a citizen of the United States? ☒ Yes ☐ No If No, do you have a legal right to work in the U.S.? ☐ Yes ☐ No

Have you ever been employed by this district? ☒ Yes ☐ No If Yes, when? current Under what name? same

Are you currently a member of a California retirement system? ☒ Yes ☐ No If Yes, which system: ☐ STRS ☐ PERS

Have you ever been convicted of any criminal offense? ☐ Yes ☒ No If Yes, please give date of each offense and sentence below:

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

Background qualifications for assignment Currently a teacher in the District

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

Name Claudia Bender Occupation Asst. Supt. Complete Mailing Address Telephone

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

Jennifer Skeels July 20, 2012
Signature Date

Rev. 9/06 06973 Distribution: White: Human Resources Yellow: Payroll Pink: Accounting Goldenrod: Originator
Form Subject To Change - Revised 2/4/10 I:\Data\shared\E-Forms\E-Form Short-Term Employment Req.doc

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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

Originating School or Department Special Education Date July 3, 2012
 Consultant/Lecturer/Presenter Name Jill Weckerly, Ph.D. Soc Sec N: _____
 Name of Firm or Business _____ Taxpayer ID No (for 1099) _____
 Address: _____
 Background and qualifications of Consultant/Lecturer/Presenter Qualified Neuropsychologist

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split	
											%	\$
Special Ed	06	00	6500	000	5001	3110	5800	095	536		100	

☐ Consultant ☐ Lecturer/Presenter [Signature] Date 7/3/12
 Signature, Principal or Department Head
 Additional Approval (if needed) _____ Date _____
 Signature of Assistant Superintendent [Signature] Date 7/25/12
 APPROVED FOR BOARD SUBMISSION [Signature] Assistant Superintendent, Human Resources Date 7/30/12 Board Approval Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of August, 2012, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and Jill Weckerly, Ph.D. (hereafter "Contractor")

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

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

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

- EMPLOYMENT OF CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
- TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing 8/1/12, through 6/30/12/13 inclusive, or, services shall be provided on the following dates _____.
- COMPENSATION.** The District agrees to pay Contractor the amount of \$150/hour (not to exceed \$3,500.00) for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
- SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below, or, set forth in Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Independent educational evaluations

9974 Rev. 9/05

Distribution: Accounting Contractor
Human Resources Originator

Form Subject to Change - Revised 7/21/10

Page 1

I:\data\shared\E-Forms\E-Form 9974 Lecturer Presenter.doc

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Authorization to Enter into a Memorandum of Understanding with East
County SELPA – Audiological Services

The East County SELPA has requested the District enter into a Memorandum of Understanding for the coming school year for the services of Ms. Jan Diggs, Speech-Language Pathologist, beginning August 14, 2012 and ending June 30, 2013.

Ms. Diggs will remain an employee of the District, but will be under the supervision and direction of the East County SELPA for forty percent (40%) of her full-time assignment. The District will compensate Ms. Diggs monthly at her appropriate daily rate and the East County SELPA will reimburse the District by processing an auditor transfer at the end of the fiscal year.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Memorandum of Understanding with the East County SELPA.



East County SELPA

• Special Education Local Plan Area •

924 East Main St., El Cajon, CA 92021 • (619) 590-3920 Fax: (619) 588-2495

HUMAN RESOURCES

JUL 09 2012

July 3, 2012

To: Mr. Brian Marshall, Superintendent
La Mesa-Spring Valley School District

From: Heather DiFede, Senior Director, East County SELPA

Re: Memorandum of Understanding, Reimbursement for Services for the
2012-13 School Year

This is to document our agreement under which the East County SELPA will reimburse the La Mesa-Spring Valley Union School District for all costs associated for:

A forty percent (.4) FTE of certificated staff service in support of the East County SELPA Audiological services.

These services will be provided between August 14, 2012, and June 30, 2013. This staff member will remain an employee of the La Mesa-Spring Valley School District, but will be under the supervision and direction of the East County SELPA for the forty percent assignment in service of students, families, and districts within the East County SELPA. Costs associated with this Memorandum of Understanding include prorated portions of salary and benefits, mileage, and other materials and supplies costs directly associated with the position.

This agreement will remain in effect until changed by either party to this agreement. The East County SELPA anticipates processing payment by auditor transfer at the end of the fiscal year.

Please see attached supporting documentation on following page.

District Acceptance:

Signed this ____ day of _____ 20 ____

By: _____

Name: _____

Title: Superintendent

East County SELPA Acceptance:

Signed this 2 day of July 20 12

By: Heather DiFede

Name: Heather DiFede

Title: Senior Director

Alpine Union
(619) 445-3236

Barona Indian Charter
(619) 443-6612

Cajon Valley Union
(619) 588-3000

Dehesa
(619) 444-2161

Grossmont Union High
(619) 644-8083

Jamul-Dulzura
(619) 669-7700

La Mesa-Spring Valley
(619) 658-5700

Lakeside Union
(619) 390-2600

Lemon Grove
(619) 825-5600

Mtn. Empire
(619) 473-9022

Santee
(619) 258-2304

EAST COUNTY SELPA

MOU Supporting Documentation

Employee Name: Jan Diggs

Position: Speech, Language, Hearing Specialist

District of Employment: La Mesa-Spring Valley School District

Current Total Salary Benefits Costs for this MOU: \$101,572.34

Name of District/SELPA to Share Employee: East County SELPA

Prorated Portion of Salary & Benefits Cost: Up to \$40,628.94

Position Assignment Breakdown: 1.0 FTE (.6 FTE LMSV and .4 FTE East County SELPA

General Description of Duties: Perform comprehensive Audiological and auditory processing
evaluations. Select, program, evaluate, and fit amplification systems; determine need for
medical and educational intervention for students; and serve on multi-disciplinary IEP Teams to
develop educational plans for qualifying students.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations
Resolution 12-13-05, Elimination of Preschool Teaching Position

Action Item

ROLL CALL VOTE

The attached Resolution 12-13-05 authorizes the elimination of one (1) Preschool teaching position as allowed by Education Code 8366.

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

The least senior Preschool teacher will be issued a forty-five (45)-day notice following the adoption of this Board resolution. The incumbent with the least seniority has not attained permanent status and, therefore, does not have reemployment rights.

ADMINISTRATIVE RECOMMENDATION

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

La Mesa-Spring Valley School District

RESOLUTION 12-13-05

ELIMINATION OF PRESCHOOL TEACHING POSITION

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

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

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

WHEREAS, due to lack of funds and/or work the Board finds it is in the best interests of this school district that as of September 21, 2012, certain services now being provided by the District be reduced or discontinued by the following extent:

Preschool Teacher 1 at 4.5 hours – eliminate

NOW, THEREFORE, BE IT RESOLVED as of September 21, 2012, one (1) preschool teaching position of the La Mesa-Spring Valley School District be eliminated as set forth above.

BE IT FURTHER RESOLVED the Board authorizes the Superintendent to give notice to the affected employee that his/her position will be reduced or eliminated as of September 21, 2012, pursuant to applicable provisions of the Education Code of the State of California, such notice to be given forty-five (45) days prior to the effective date of the elimination as set forth above.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 7th day of August, 2012, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 7th day of August, 2012.

Brian Marshall, Secretary to the Board of Education

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 7, 2012**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations **Action Item**
Resolution 12-13-06, Elimination and/or Reduction of Classified Positions

ROLL CALL VOTE

The attached Resolution 12-13-06 authorizes the elimination of four (4) classified positions and the reduction of one (1) classified position.

In response to a severe budget deficit, the District continually reviews staffing ratios to achieve cost savings in various departments. Due to District reorganization and changes in lunch participation at various school sites, the Child Nutrition Services Department has identified areas for reduction and elimination. The District met with CSEA Chapter 419, informed them of the eliminations, and negotiated impacts and effects of these eliminations. The reductions were also negotiated with CSEA.

One (1) Assistant Central Kitchen Manager will be eliminated from La Mesa Middle School, due to the shifting of menu production responsibilities to other middle schools. This is an 8.0 hour, 11-month position and the incumbent will be placed in a Kitchen Manager position through cross-qualification.

One (1) Child Nutrition Worker I position will be eliminated from Murray Manor Elementary School. This position is a 2.5 hour, 11-month position and the incumbent has bumping rights.

Two (2) Child Nutrition Worker II positions will be eliminated from La Mesa Middle School. These positions are 3.75 hour, 11-month positions and the incumbents have bumping rights.

One (1) Child Nutrition Worker II position will be reduced at La Mesa Middle School. Currently the position is an 8 hour, 11-month position and it will be reduced to a 6 hour, 11-month position. The incumbent has bumping rights.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution to eliminate four (4) classified positions and reduce one (1) classified position pursuant to the District Rules and Regulations and applicable provisions of the Education Code of the State of California.

La Mesa-Spring Valley School District

RESOLUTION 12-13-06

ELIMINATION AND/OR REDUCTION OF CLASSIFIED POSITIONS

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

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

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

WHEREAS, due to lack of funds and/or work the Board finds it is in the best interests of this school district that as of September 21, 2012, certain services now being provided by the District be reduced or discontinued by the following extent:

Assistant Central Kitchen Manager	1 at 8 hours – eliminate
Child Nutrition Worker I	1 at 2.5 hours – eliminate
Child Nutrition Worker II	2 at 3.75 hours – eliminate
Child Nutrition Worker II	1 at 8 hours – reduce to 6 hours

NOW, THEREFORE, BE IT RESOLVED as of September 21, 2012, five (5) classified positions of the La Mesa-Spring Valley School District be eliminated or reduced to the extent set forth above.

BE IT FURTHER RESOLVED the Board authorizes the Superintendent to give notice to the affected classified employees that his/her position will be reduced or eliminated as of September 21, 2012, pursuant to District Rules and Regulations and applicable provisions of the Education Code of the State of California, such notice to be given forty-five (45) days prior to the effective date of the layoff as set forth above.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 7th day of August, 2012, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 7th day of August, 2012.

Brian Marshall, Secretary to the Board of Education

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: July 17, 2012**

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

The President led the Pledge of Allegiance to the Flag.

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

Board members absent: None

Staff members present on assignment: Bender, Marshall, Martinez

It was moved by Duff, seconded by Halgren, and carried unanimously to approve the minutes of the regular meeting of June 19, 2012, as presented.

COMMUNICATIONS

Memo from the Superintendent regarding Agenda Item B-2, Cooperative Bid for Districtwide Purchase of Floor Coverings

Letter from Christina Proano, Early Admission Kindergarten Parent, Highlands Elementary School, commending Alissa Thomas, EAK teacher

PowerPoint for the Extended School Services Update

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding Family Fee for Part-day California State Preschool program

AGENDA

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

HEARING SESSION

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

REPORTS OF OFFICERS OF THE BOARD

The Extended School Services (ESS) program has been serving children and families of the District since 1976. There are currently 2300 students and 190 employees at 21 sites within the District, operating from 6:00 a.m.-6:00 p.m. 49 weeks each year. The program includes academic
LMSV Board Minutes – July 17, 2012

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

**MINUTES
Approved as presented**

COMMUNICATIONS

B. Marshall, Superintendent
Purchase of floor coverings

C. Proano, Parent, HIG
Commendation: A. Thomas

ESS PowerPoint

K. Walker, Asst. Supt., LS
Fee for Part-day CA State
Preschool program

AGENDA

Approved as presented

HEARING

REPORTS

Extended School Services
Update

components and competitions, as well as field trips and intramural sports. Ronda Royal, Coordinator, Extended School Services, provided an overview of the program and answered clarifying questions. She also introduced the three Supervisors in the program: Jennifer Tanner, April Arechiga, and Nick Richard.

NEW BUSINESS

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

Purchase Orders F33976 through F33995 totaling \$48,206.66

Warrants June 7 through June 29, 2012 totaling \$1,630,752.58

Zero (0) checks have been processed since the last Board meeting.

Approval of travel, as attached.

Award of Bid for Shade Shelter Replacement at Northmont Elementary School to Benold Const., Co., Inc.

Authorization to Enter into Agreement with San Diego County School Districts for Student Transportation Services between San Diego County School Districts

It was moved by Winet, seconded by Halgren, and carried unanimously to adopt Resolution 12-13-01, Ratifying Contracting Pursuant to Cooperative Bid and Award Documents from the Palo Verde Unified School District for Districtwide Purchase of Floor Coverings.

It was moved by Winet, seconded by Turner, and carried unanimously to approve sale of surplus items in the form of E-Waste to A Plus Surplus, Inc.

It was moved by Halgren, seconded by Duff, and carried unanimously to reject claim – Student at Loma Elementary School.

It was moved by Duff, seconded by Halgren, and carried unanimously to adopt Resolutions 12-13-02, and 12-13-03 to Enter into Agreements with the California Department of Education to Provide Services in Accordance with the Child Care and Development Programs.

It was moved by Duff, seconded by Winet, and carried unanimously to accept the following gifts with thanks: \$2585.00 from Avondale Elementary School PTA to Avondale Elementary to be used for transportation costs and admission fees for study trips; \$824.26 from Fletcher Hills Elementary School PTA to Fletcher Hills Elementary to reimburse the school for the cost of paper and copying the PTA incurred during the 2011-12 school year; \$1225.50 from Highlands Elementary School PTA to Highlands Elementary to be used for transportation costs

NEW BUSINESS

Consent Calendar
Approved

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Approval of travel

Award of bid for shade shelter
replacement at NOR

Student Transportation
Services Agreement

Contract for floor coverings
Ratified

Sale of surplus items
Approved

Claim – Student at Loma
Elementary School
Rejected

Res. 02 & 03, Agrmts. with
CA Dept. of Ed. for child care
and development services
Adopted

Gifts – AVO, FLH, HIG,
MAA, MUR, MUM and NOR
Accepted with thanks

for study trips, and \$44.00 to reimburse the school for the cost of paper; \$1440.00 from Maryland Avenue Elementary School PTA to Maryland Avenue Elementary to be used for transportation costs and admission fees for study trips, and \$350.00 to be used for reading incentive medals; \$4932.70 from Murdock Elementary School PTA to Murdock Elementary to pay for two music teachers; \$11,484.00 from Murray Manor Elementary School PTA to Murray Manor Elementary to be used for transportation costs for study trips and the annual Ethnic Dance program; and \$7128.00 from Northmont Elementary School PTA to Northmont Elementary to be used for transportation costs and admission fees for study trips, and \$1900.00 for new library books.

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to enter into Agreements with San Diego County Office of Education to Participate in Science Outreach Program and Marine Science Floating Lab.

**Science Outreach & Marine
Science Floating Lab pgms.**
Authorized

It was moved by Winet, seconded by Turner, and carried unanimously to accept the Uniform Complaint Quarterly Report for the quarter ending June 30, 2012 with zero complaints.

**Uniform Complaint
Quarterly Report**
Accepted

It was moved by Duff, seconded by Halgren, and carried unanimously to authorize staff to enter into Special Education Master Contracts for the 2012-13 School Year.

**Special Education
Master Contracts**
Authorized

HUMAN RESOURCES RECOMMENDATIONS

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

**Human Resources
Recommendations**
Approved as amended

The Superintendent noted that included in the Lecturer-Presenter/Short-Term Employment forms was an agreement with Hazard Young Attea & Assoc. Ltd. to begin the search for our Assistant Superintendent, Business Services. He further stated that, in these tough economic times, as managing our budget and cash becomes more and more complex, it is critical to fill this position with the right person.

It was moved by Duff, seconded by Halgren, and carried unanimously to adopt Resolution 12-13-04, Elimination and/or Reduction of Classified Position.

**Res. 04, Elim. and/or Reduc.
of Classified Position**
Adopted

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to establish salaries for Certificated Management Employees.

**Establish salaries for
Certificated Mgmt.
Employees**
Authorized

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to establish Work Schedule and Salaries for Classified Management Employees.

**Establish work schedule &
salaries for Classified Mgmt.
Employees**
Authorized

It was moved by Halgren, seconded by Turner, and carried unanimously to authorize staff to establish Work Schedule and Salaries for Classified Supervisory Employees.

**Establish work schedule &
salaries for Classified Super-
visory employees**
Authorized

It was moved by Halgren, seconded by Duff, and carried unanimously to authorize staff to establish Work Schedule and Salaries for Confidential Employees.

**Establish work schedule &
salaries for Confidential
employees**
Authorized

The Superintendent noted that, in addition to staff salary reductions, Cabinet has taken a five percent (ten percent for the Superintendent) reduction that is permanent until the other salary reductions are rescinded. The Cabinet reductions are included in their contracts and, thus, are ongoing and don't need to come back every year.

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Baber announced the State has decided to help local districts save money by removing the necessity to comply with certain areas of the Brown Act. The Superintendent responded that the District will continue to comply with all areas of the Brown Act.

At 7:50 p.m. the President announced a recess.

CLOSED SESSION

At 8:03 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; and conference with legal counsel – anticipated litigation (2 cases). The Superintendent, Board, and Assistant Superintendent, Human Resources adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 8:30 p.m.

Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held August 7, 2012.

Penny Halgren, Clerk of the Board of Education