Board of Education

August 15, 2017

Our Purpose

To Inspire Learning and Respect

Our Vision

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

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

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOLS
REGULAR SESSION: Tuesday, August 15, 2017 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETING(S) Action

COMMUNICATIONS

APPROVAL OF AGENDA Action

HEARING(S)

1. Public Hearing – General Matters Regarding Education

NEW BUSINESS

BUSINESS SERVICES

1. Consent Calendar* Action

   a. Ratification of Purchase Orders, Warrants, Revolving Cash Reimbursements, and Purchasing Contracts

   b. Ratification of Service Agreement

LEARNING SUPPORT

1. Authorization to Enter into an Agreement with San Diego County Office of Education to Share Student Data to Identify Post-Secondary Success Action

2. Authorization to Enter into an Agreement with County of San Diego Probation Department for Delinquency Prevention Services Action

3. Authorization to Enter into Special Education Master Contracts for the 2017-18 School Year Action

HUMAN RESOURCES RECOMMENDATIONS

1. Standard Human Resources Recommendations Action

2. Authorization to Enter into Service Agreement with San Diego Superintendent of Schools for Participation in the Clear Administrative Service Credential Program — Action

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)

2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)

3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)

4. Conference with Legal Counsel – Existing Litigation (LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School) (GC 54956.9)

5. Conference with Legal Counsel – Existing Litigation (Espinoza v. LMSVSD) (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 Dori Guzman, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail: dori.guzman@lmsvschools.org.

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

La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
August 15, 2017

PREPARED BY: **Brian Marshall**
Superintendent

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

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

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

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

La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
August 15, 2017

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

ITEM NUMBER: **B-1a New Business (Consent Calendar)** **Action Item**

Ratification of Purchase Orders, Warrants, Revolving Cash Fund Reimbursements, and Purchasing Contracts

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

The following are submitted for ratification:

I. Purchase Orders: 144 purchase orders have been processed, dated July 19, 2017 through August 1, 2017, totaling $1,646,264.33.

II. Warrants: 135 warrants have been issued, dated July 19, 2017 through August 1, 2017, totaling $471,374.30.

III. Revolving Cash Fund Reimbursements: Three (3) checks have been processed, totaling $156.35.

IV. Purchasing contracts utilized since the last Board meeting:

- North County Educational Purchasing Consortium (NCEPC)
- NCEPC Bid #CNS 1617-1004 Rebid Milk and Dairy Products

ADMINISTRATIVE RECOMMENDATION

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

LA MESA-SPRING VALLEY SCHOOL DISTRICT
REVOLVING CASH FUND REIMBURSEMENTS

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

Check Number	Date Issued	Payee	Purpose	Amount
RC1870	08/02/17	Voided	Voided	$0.00
RC1871	08/02/17	Angela Ventura	Payroll	$72.99
RC1872	08/02/17	Karla Diaz	Payroll	$83.36

REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (3) CHECKS PROCESSED TOTALING $156.35

La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
August 15, 2017

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

ITEM NUMBER: **B-1b New Business (Consent Calendar)** **Action Item**
Ratification of Service Agreement

The service agreement listed below will be available at the meeting for review by the Board.

The following service agreement is submitted for ratification:

Department	**Services Provided To:**
Child Nutrition	Heaven's Windows

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify this service agreement.

La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
August 15, 2017

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

ITEM NUMBER: **LS-1 New Business** **Action Item**

Authorization to Enter Into an Agreement with San Diego County Office of Education to Share Student Data to Identify Post-Secondary Success.

The California School Dashboard now includes a measure of College and Career Readiness. College and Career Readiness is a complex concept, and as schools and districts make decisions based on these multiple measures, it is critical that the measure and its components are valid and predictive. The College and Career Readiness indicators are measured as "Prepared", "Approaching Prepared", and "Not Prepared". Readiness indicators include:

- High School Diploma
- Completion of Career Technical Education (CTE) Pathway
- Level 2 "Standard Nearly Met" or Level 3 "Standard Met" on both ELA and Mathematics Smarter Balanced Summative Assessments, OR
- Passing score on two Advanced Placement Exams or two International Baccalaureate Exams, OR
- Completion of courses that meet the University of California a-g criteria

In an effort to gain College and Career Readiness evidence, the San Diego County Office of Education (SDCOE) has partnered with three school districts to test the predictability of these indicators. They have begun compiling data on several thousand students who have persisted in college for two or more years. Using information gathered from this group, SDCOE will begin examining the influence each of these indicators has on their success in college. These efforts will not only help our school district make more informed decisions; in the long term, these findings will have an important impact on student learning.

Data being shared may include personally identifiable information such as gender, ethnicity, socioeconomic status and special education status, as well as enrollment information, courses and grades. Districts sharing information will ensure the confidentiality of records and their consistency with FERPA (Family Education Rights and Privacy Act). All information will be transferred electronically using a Secure File Transfer Protocol.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with the San Diego County Office of Education to share data that will allow SDCOE to research the extent to which multiple measures of College and Career Readiness are predictors of college success.

MEMORANDUM OF UNDERSTANDING
San Diego County Office of Education
La Mesa Spring Valley School District

This Memorandum of Understanding, herein referred to as "MOU," is entered into by and between La Mesa Spring Valley School District and the San Diego County Office of Education (herein collectively "educational institutions") who elect to accept its terms.

PREAMBLE

The purpose of the agreement is to facilitate the collection, analysis, and sharing of student data in order to track performance and improve success from elementary school through college. To that end, member educational institutions sharing academic performance data concerning students who have or who are attending their institutions will ensure the confidentiality of records and their consistency with FERPA (Family Education Rights and Privacy Act).

The educational institutions who choose to participate in this MOU desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending an educational institution. It is necessary, therefore, for the educational institutions to share student data on a reciprocal basis for the purpose of evaluating and analyzing their respective educational programs. THEREFORE, the educational institutions agree to the following terms of this MOU:

1. DATA SHARING

The educational institutions shall provide one another with academic data concerning their respective students. The data shall be provided in the manner and form as specified in this MOU. The data shall be used only for conducting studies and to assist with the design, evaluation, and delivery of instruction. This data may include personally identifiable information such as gender, ethnicity, socioeconomic status, special education status as well as enrollment information, courses and grades. Any data received pursuant to this Memorandum shall be destroyed when it is no longer needed for the studies and no later than ten years from the date the data is first received.

2. DESCRIPTION OF THE DATA

The manner and form in which the data are to be transferred is as follows:

Record	Cohort	Data
Student ID	2013-2014	Number that uniquely identifies a student at the institution; Alphanumeric 8-place integer (47059339)

Gender	2013-2014	Gender of individual. 1=Male 2=Female
Date of Birth	2013-2014	Date of birth as designated on the individual's enrollment documentation. YYYYMMDD
Race/Ethnicity	2013-2014	A flag that indicates whether a student specified this race as describing themselves. 1=American Indian or Alaskan Native 2=Asian 3=Asian Indian 4=Black - Not of Hispanic Origin 5=Chinese 6=Filipino 7=Guamanian 8=Hawaiian 9=Hispanic 10=Japanese 11=Korean 12=Laotian 13=Pacific Islander 14=Two or More Races 15=Vietnamese 16=White - Not of Hispanic Origin
Parent Ed Level	2013-2014	Parent education level as designated on enrollment documentation. 1= Not a high school graduate 2=High school graduate 3=Some college 4=College graduate 5=Graduate school
Eligible for Free or Reduced-Price Lunch	2013-2014	Eligible for free or reduced-price lunch as designated on enrollment documentation. 1=Yes 2=No
English Learner Status	2013-2014	Language fluency status designated in SIS for 2013-2014. 1=English Only

		2=English Learner 3=Fluent English Proficient 4=Re-designated English Proficient
Special Education Status	2013-2014	Special education status designated in SIS for 2013-2014. 1=Receives SPED services 2=Not Special Education student
K-8 Data		
School Attended	2013-2014	Name of school attended in 2009-2010 school year.
Grade 2 Days Enrolled	2013-2014	Number of days student enrolled for the 2003-2004 school year
Grade 2 Days Attended	2013-2014	Number of days student present for the 2003-2004 school year
Grade 3 CST ELA scale score	2013-2014	Overall scale score achieved on Grade 3 CST ELA exam. Numeric, 3 digits from <180 to =>600
Grade 5 CST Math scale score	2013-2014	Overall scale score achieved on Grade 5 CST Math exam. Numeric, 3 digits from <180 to =>600
Middle School GPA	2013-2014	Cumulative unweighted grade point average (GPA) at the reporting institution, computed at the end of the reported term (2010 for grades 6-8) from all courses to which a grade is assigned. 4-Point Scale (highest score is 4 and 0 is the lowest)
Grades 6-8 Days Enrolled	2013-2014	Number of days student enrolled for the 2008-2010 school year
Grades 6-8 Days Attended	2013-2014	Number of days student present for the 2008-2010 school year
Middle School Algebra Course Name	2013-2014	Unique identifier of course
Middle School Algebra Course Grade	2013-2014	Course grade that will be recorded in students' transcript/report card for the specific course enrollment at the reporting institution, computed at the end of the reported term. Based on a four point system. 4 - A

		3 - B 2 - C 1 – D 0 - F

3. TRANSFER OF THE DATA

The educational institutions will safeguard and secure individually identifiable records or record information by transferring the data using a Secure File Transfer Protocol. The Secure File Transfer Protocol enables secure transfer between networked hosts. All transmissions of data will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information.

3. CONFIDENTIALITY

The educational institutions will maintain the confidentiality of any and all student data exchanged by each as a part of this MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, educational institutions shall establish a system of safeguards that will at minimum include the following:

- Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.

- All designated members at the San Diego County Office of Education involved in the handling, transmittal, and/or processing of data provided under this MOU shall sign a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

- Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.

- Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this MOU.

- Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of the "Family Educational Rights and Privacy Act" and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.

4. INDEMNIFICATION

Each educational institution participating in this MOU agrees to defend, indemnify, and hold each other educational institution participating in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

5. ENTIRE AGREEMENT

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

6. EXECUTION

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

7. ASSIGNMENT

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

8. SEVERABILITY

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

9. WAIVER

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

10. MODIFICATION AND AMENDMENTS

This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. The educational institutions further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

11. TERM OF THIS MOU

This MOU shall be in effect for any institution for the period commencing from the effective date established **June 6, 2017** until **June 6, 2018**. Any participant (s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to the other party(s). However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

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La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
August 15, 2017

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

ITEM NUMBER: **LS-2 New Business** **Action Item**

Authorization to Enter Into an Agreement with San Diego County Probation Department for Delinquency Prevention Services

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Beginning in the 2015-16 school year, the County of San Diego Probation Department offered East County schools a district-based probation officer. During the 2015-16 and 2016-17 school years, the probation officer assigned to La Mesa-Spring Valley Schools counseled students and parents on attendance, drug and alcohol problems, and other delinquency related issues. All costs for the first year were fully covered by the County. For the 2016-17 school year and the years following, the District assumes 50% of the employee's cost (salary and benefits). The District can opt out of the agreement at any time.

The program has proven to be very successful, with District-wide chronic absenteeism reduced from thirteen percent to six percent. Chronic absenteeism is defined as being absent ten percent or more of days enrolled.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with the County of San Diego for delinquency prevention services.

AGREEMENT
BETWEEN
LA MESA-SPRING VALLEY SCHOOL DISTRICT
AND
COUNTY OF SAN DIEGO PROBATION DEPARTMENT

The La Mesa-Spring Valley School District, hereafter referred to as "DISTRICT," and the County of San Diego on behalf of its Probation Department, hereafter referred to as "COUNTY," agree to enter into an Agreement for the purpose of providing delinquency-prevention services, as authorized by Welfare & Institutions Code Section 236.

WITNESSETH:

WHEREAS, DISTRICT intends to provide delinquency prevention services to DISTRICT students who are at high risk of dropping out due to attendance, drug problems and/or other delinquency related problems;

WHEREAS, it has been determined the need for such delinquency prevention services exists within the DISTRICT;

WHEREAS, COUNTY is willing to provide a Deputy Probation Officer to supervise and counsel DISTRICT students referred for absences, drug problems and/or other delinquency related problems;

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

A. RESPONSIBILITIES OF THE COUNTY

1. In consultation with the DISTRICT, the COUNTY shall be responsible for the recruitment and selection of the Probation Officer to be assigned to the DISTRICT.

2. The COUNTY shall be the employer and provide primary supervision of the Probation Officer assigned to the program.

3. The COUNTY, through the Probation Officer assigned to the DISTRICT, shall provide the following services:

    a. Meetings and Supervision of Youth: The Probation Officer will initiate face-to-face contacts with students referred by the DISTRICT to the DISTRICT's School Attendance Review Board (SARB), make follow-up calls to parents/guardians, conduct parent conferences, and maintain ongoing supervision of the students as needed.

    b. High Visibility and Accessibility: The Probation Officer will be highly visible and accessible at all campuses to school administrators, students and parents. The Probation Officer will be expected to attend SARB meetings as scheduled, provide staff development activities and parent awareness, attend evening school functions, and attend activities at school sites as appropriate.

    c. Counseling: The Probation Officer will maintain individual and small group counseling programs with students and/or families as needed. Primary focus will be on attendance and drug involvement and/or other delinquency related problems, such as gang activity.

    d. Referrals: The Probation Officer will be expected to maintain ties with community

agencies and law enforcement. Referrals to Probation and other community agencies for specialized services may be necessary.

e. Court Reports: The Probation Officer shall prepare and write court reports as needed.

f. Reporting Requirements: The COUNTY's Probation Officer shall provide the DISTRICT with monthly reports and an annual summary of student, parent, staff and agency contacts and related information.

4. The COUNTY's Probation Officer shall provide the above services forty (40) hours per week, excluding bi-weekly unit meeting attendance and 40 hours of annual state mandated training during the year. Daily work schedules will remain flexible to accommodate the DISTRICT's needs. This Agreement is in no way intended to restrict rights guaranteed to the Probation Officer as provided in the Memorandum of Agreement between the Probation Officers' Association and the County of San Diego.

5. The COUNTY's Probation Officer, while on the DISTRICT's school grounds, shall abide by the rules of the DISTRICT.

B. RESPONSIBILITIES OF THE DISTRICT

1. The DISTRICT, through the referral process, shall provide the target population. All pertinent information regarding students in the program and resource personnel necessary to facilitate compliance with the terms of the Agreement shall be made available to the Probation Officer.

2. The DISTRICT shall be responsible for allocating the Probation Officer's delinquency prevention services throughout the DISTRICT's campuses, and shall determine those particular school events and/or meetings at which the Probation Officer's presence will be necessary.

3. The DISTRICT shall provide the Probation Officer with the office space, equipment, supplies and other resources necessary to facilitate compliance with the terms of the Agreement.

4. The DISTRICT shall provide all clerical services required by the Probation Officer to fulfill his/her duties in the DISTRICT, except for the transcription of court reports which shall be provided by the COUNTY.

5. The DISTRICT shall cooperatively establish a schedule to ensure equitable use of the assigned Probation Officer. All days off require prior DISTRICT administrator approval.

6. The DISTRICT shall report quarterly to the COUNTY the estimated amount of Average Daily Attendance (ADA) funding recaptured as a result of the Probation Officer's contacts with DISTRICT's students.

7. The DISTRICT shall reimburse the County at the approved IRS rate per mile for all mileage costs incurred by the Probation Officer in the course of providing delinquency prevention services to the DISTRICT.

C. PAYMENT

In year one, Fiscal Year 2017-18, the DISTRICT agrees to pay the COUNTY's actual cost of one Probation Officer for 50% of the ten month term of service on a quarterly basis in the amount of $13,237.96, not to exceed the total amount of $52,951.85. Cost includes

salary and benefits costs and a proportionate share of overhead costs. COUNTY will provide the Officer for 50% of the ten month term of service at no cost to the DISTRICT.

In year two, Fiscal Year 2018-19, the DISTRICT agrees to pay the COUNTY's actual cost of one Probation Officer for 50% of the ten month term of service on a quarterly basis in the amount of $13,636.56, not to exceed the total amount of $54,546.23. Cost includes salary and benefits costs and a proportionate share of overhead costs. COUNTY will provide the Officer for 50% of the ten month term of service at no cost to the DISTRICT.

In year two, Fiscal Year 2019-20, the DISTRICT agrees to pay the COUNTY's actual cost of one Probation Officer for 50% of the ten month term of service on a quarterly basis in the amount of $14,046.65, not to exceed the total amount of $56,186.61. Cost includes salary and benefits costs and a proportionate share of overhead costs. COUNTY will provide the Officer for 50% of the ten month term of service at no cost to the DISTRICT.

D. EFFECTIVE DATE

This Agreement is effective on August 7, 2017, and terminates at 5:00 PM on June 30, 2020, unless sooner terminated as provided herein.

E. SUBCONTRACT AND ASSIGNMENT

The COUNTY shall not enter into subcontracts for any of the work contemplated under this Agreement without first obtaining approval from the DISTRICT. Such approval shall be attached and made part of this Agreement. This Agreement binds the successors, assignees and representatives of the COUNTY.

F. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

G. WORKERS' COMPENSATION

1. The COUNTY warrants that it is permissibly self-insured for Workers' Compensation coverage and agrees that its' Probation Officer providing services to the DISTRICT pursuant to this Agreement will be covered by COUNTY's self-insurance program for all injuries arising out of or occurring in the course and scope of his/her employment.

2. The DISTRICT shall provide proof of existing Worker's Compensation and Employers Liability coverage or the DISTRICT warrants that it is permissibly self-insured for Worker's Compensation coverage and agrees that its employees providing services to the DISTRICT pursuant to this Agreement will be covered by DISTRICT's self-insurance program for all injuries arising out of or occurring in the course and scope of his/her employment.

H. LIABILITY INSURANCE

1. For the term of this Agreement, the COUNTY shall maintain a program of liability self-insurance. Evidence of such program of self-insurance shall be evidenced by a "Statement of Coverage" issued by the COUNTY to the DISTRICT.

2. The DISTRICT shall carry general liability and auto insurance covering the employees of the DISTRICT during the term of the Agreement with the COUNTY with limits of $1,000,000 per occurrence or provide proof of self-insurance. The County of San Diego, its agents, officers and employees shall be added as additional insured under the liability policy by separate endorsement.

I. MUTUAL INDEMNIFICATION

1. Claims Arising From Sole Acts or Omissions of COUNTY

   The COUNTY hereby agrees to defend and indemnify the DISTRICT, its agents, officers, and employees (hereinafter collectively referred to in this paragraph as 'DISTRICT'), from any claim, action, or proceeding against DISTRICT, arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, DISTRICT may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. DISTRICT shall notify COUNTY promptly of any claim, action, or proceeding and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of DISTRICT

   The DISTRICT hereby agrees to defend and indemnify the COUNTY, its agents, officers, and employees (herein collectively referred to as 'COUNTY') from any claim, action, or proceeding against COUNTY, arising solely out of the acts or omissions of DISTRICT in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action, or proceeding, but such participation shall not relieve DISTRICT of any obligation imposed by this Agreement. COUNTY shall notify DISTRICT promptly of any claim, action, or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

   COUNTY hereby agrees to defend itself, and DISTRICT hereby agrees to defend itself, from any claim, action, or proceeding arising out of the concurrent acts or omissions of COUNTY and DISTRICT. In such cases, COUNTY and DISTRICT agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

   Notwithstanding paragraph 3 above, in cases where COUNTY and DISTRICT agree in writing to a joint defense, COUNTY and DISTRICT may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of DISTRICT and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and DISTRICT. COUNTY and DISTRICT agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. COUNTY and DISTRICT further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and DISTRICT.

5. Reimbursement and/or Reallocation

   Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and DISTRICT may seek reimbursement and/or reallocation of defense

costs, settlement payments, judgments and awards, consistent with such comparative fault.

J. TERMS AND CONDITIONS

All terms and conditions of the Agreement are subject to the continued appropriation and availability of funds for each party for the performance contemplated therein.

K. TERMINATION

The Agreement may be terminated at any time by mutual agreement of the parties or by 30 days written notification from either party. In the event the Agreement is terminated, all unearned payment forwarded by the DISTRICT to the COUNTY for the costs of the Probation Officer including salary and benefits costs, and a proportionate share of overhead and external support costs, shall be returned to the DISTRICT. Notice of termination should be sent to the COUNTY at 9444 Balboa Ave., Suite 500, San Diego, CA 92123, attention Chief Probation Officer. Notice of termination should be sent to the DISTRICT at 4750 Date Ave. La Mesa, CA 91941, Attention: Superintendent.

L. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by mutual written agreement executed by the COUNTY and the DISTRICT.

M. NONDISCRIMINATION

COUNTY and DISTRICT shall insure that services and benefits are provided without regard to race, color, religion, sex, age or national origin, in accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

N. AUDIT RIGHT.

Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of $10,000 shall be subject to audit by the State Auditor.

O. COMPLIANCE WITH LAWS.

COUNTY and DISTRICT shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the services to be provided hereunder. Either party's failure to comply with any applicable regulations shall constitute a material breach of this Agreement.

P. GOVERNING LAW.

This contract shall be construed and interpreted according to the laws of the State of California.

Q. ENTIRE AGREEMENT:

This MOA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.

R. COUNTERPARTS:

This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ADOLFO GONZALES, CHIEF PROBATION OFFICER
COUNTY OF SAN DIEGO PROBATION DEPARTMENT

DATE

LA MESA-SPRING VALLEY SCHOOL DISTRICT

DATE

EXHIBIT A
PROBATION DEPARTMENT
Costs for FY 2017-2018

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Deputy Probation Officer: Step 6

Salary:	$34.54 per hour	$ 71,843
Benefits:	69.68% of salary	$ 50,060
	Salary and benefits	$121,904
Overhead	4.25% of S&B	$ 5,181
	Cost for 12 months	**$127,084**
Cost:	**50% for 10 months**	**$52,951.85**

SAN DIEGO COUNTY PROBATION DEPARTMENT

Salary:	$34.54 per hour	$ 71,843
Benefits:	69.68% of salary	$ 50,060
	Salary and benefits	$121,904
Overhead	4.25% of S&B	$ 5,181
	Cost for 12 months	**$127,084**
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EXHIBIT A
PROBATION DEPARTMENT
Costs for FY 2018-2019

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Deputy Probation Officer: Step 6

Salary:	$35.58 per hour	$ 74,006
Benefits:	69.68% of salary	$ 51,568
	Salary and benefits	$125,574
Overhead	4.25% of S&B	$ 5,337
	Cost for 12 months	**$130,911**
Cost:	**50% of 10 months**	**$54,546.23**

SAN DIEGO COUNTY PROBATION DEPARTMENT

Salary:	$35.58 per hour	$ 74,006
Benefits:	69.68% of salary	$ 51,568
	Salary and benefits	$125,574
Overhead	4.25% of S&B	$ 5,337
	Cost for 12 months	**$130,911**
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EXHIBIT A
PROBATION DEPARTMENT
Costs for FY 2019-2020

LA MESA-SPRING VALLEY SCHOOL DISTRICT
Deputy Probation Officer: Step 6

Salary:	$36.65 per hour	$ 76,232
Benefits:	69.68% of salary	$ 53,118
	Salary and benefits	$129,350
Overhead	4.25% of S&B	$ 5,497
	Cost for 12 months	**$134,848**
Cost:	**50% of 10 months**	**$56,186.61**

SAN DIEGO COUNTY PROBATION DEPARTMENT

Salary:	$36.65 per hour	$ 76,232
Benefits:	69.68% of salary	$ 53,118
	Salary and benefits	$129,350
Overhead	4.25% of S&B	$ 5,497
	Cost for 12 months	**$134,848**
Cost:	**50% of 10 months**	**$56,186.61**

Prepared by:

Kristin McHenry
Administrative Analyst II
Probation Department

Reviewed by:

Leila Manalo
Principal Accountant
Probation Department

CONTACTS

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Review of Modifications / Amendments & Program Contact

- NAME: Brian Marshall
- TITLE: Superintendent
- PHONE: 619-668-5700 ext. 6383
- Address: 4750 Date Ave. La Mesa, CA 91941
- E-MAIL: brian.marshall@lmsvsd.net

PROBATION DEPARTMENT

Preparation and Modifications / Amendments

- NAME: Kristin McHenry
- TITLE: Administrative Analyst II
- PHONE: 858-514-3160
- MAIL STOP: P-232
- E-MAIL: kristin.mchenry@sdcounty.ca.gov

Program Contact:

- NAME: Noel Susi
- TITLE: Probation Division Chief
- PHONE: 619-498-2122
- MAIL STOP: P-236
- E-MAIL: noel.susi@sdcounty.ca.gov

Accounting Contact:

- NAME: Maria Joseph
- TITLE: Senior Accountant
- PHONE: 858-514-3132
- MAIL STOP: P-232
- E-MAIL: maria.joseph@sdcounty.ca.gov

La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
August 15, 2017

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

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

Authorization to Enter Into Special Education Master Contracts for the 2017-18 School Year

---

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

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

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/17	$210,000.00
Professional Tutors of America	Not-to-exceed $6,000
Educational Based Services (EBS) (Staffing Agency)	Not-to-exceed $30,000
Staff Rehab (Staffing Agency)	Not-to-exceed $30,000
Maxim Healthcare Services (Staffing Agency)	Not-to-exceed $30,000
Accent Care (Staffing Agency)	Not-to-exceed $30,000
The Institute for Effective Education (TIEE) (1 Student)	Not-to-exceed $62,000.00
Aseltine School (2 Students)	Not-to-exceed $90,000.00
Springall Academy (3 Students)	Not-to-exceed $120,000.00
Total encumbered cost for all nonpublic schools/agencies	$608,000.00

ADMINISTRATIVE RECOMMENDATION

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

La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
August 15, 2017

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

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

The Human Resources recommendations which are attached for consideration at the August 15, 2017, 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 15, 2017

CERTIFICATED:

Approval of Acceptance of Resignation:

Cowhey III, James	Teacher (retirement)	VI-22	08/21/17

Approval of Change of Placement on Certificated Salary Schedule:

Dorsha, Johanna	From: IV-16	To: V-16	06/01/17
Feser, Jasmine	From: IV-12	To: V-12	08/01/17
Gutierrez, Felicia	From: I-3	To: VI-3	07/01/17
Miller, Shanna	From: I-3	To: V-3	08/01/17
Milligan, Lisa	From: IV-3	To: VI-3	07/01/17
Nyberg, Kaaren	From: IV-9	To: V-9	07/01/17
Pallitto, Kelly	From: V-12	To: VI-12	07/01/17
Pawlukiewicz, Kathy	From: V-7	To: VI-7	07/01/17
Rosenkrans, Angela	From: V-11	To: VI-11	08/01/17
Shapiro, Britany	From: V-4	To: VI-4	06/01/17
Sommer, Mahrya	From: V-19	To: VI-19	06/01/17

CLASSIFIED:

Approval of Employment – Merit System:

Abbriano, Chiara	Extended School Services Program Aide	14-A	08/07/17
Anaya, Idalis	Extended School Services Program Aide	14-A	08/07/17
Annunziata, James	Extended School Services Program Aide	14-A	08/07/17
Barnette, Karen	Library & Learning Resources Tech	37-G	08/02/17
Broussard, Anthony	Extended School Services Program Aide	14-A	08/07/17
Brown, Denzel	Extended School Services Program Aide	14-A	08/07/17
Cannon, Josie	Child Nutrition Worker I	9-A	08/08/17
Geilenfeldt, Bessie	Health Technician	34-A	08/01/17
Gilbert-Matta, Sarah	Licensed Vocational Nurse	56-C	08/08/17
Hernandez, Gerardo	Extended School Services Program Aide	14-A	08/07/17
Hull, Marshall	Extended School Services Program Aide	14-A	08/07/17
Jimenez, Jorge	Extended School Services Program Aide	14-A	08/07/17
Luna, Alexis	Extended School Services Program Aide	14-A	08/07/17
Mulroney, Aleia	Extended School Services Program Aide	14-A	08/07/17
Olsen, Cara	Occupational Therapist	111-F	08/08/17
Osborne-Vokey, Madison	Extended School Services Program Aide	14-A	08/07/17
Ruelas, Aida	Extended School Services Program Aide	14-A	08/07/17
Saavedra Jr., Samuel	Extended School Services Program Aide	14-A	08/07/17
Smith, Nathan	Extended School Services Program Aide	14-A	08/07/17
Smyth, Tara	Extended School Services Program Aide	14-A	08/07/17

Approval of Termination of Employment – Merit System:

Boles, John	Bus Attendant (lay off)	18-A	08/07/17

Bowerman, Thomas	Bus Driver (resigning)	42-F	08/07/17
Clements, Suzanne	Speech-Language Pathology Assistant (lay off)	69-C	08/07/17
Dupree, Jenna	Bus Attendant (lay off)	18-A	08/07/17
Garcia, Linda	Transportation Supervisor (UPDATE: retiring)	15-I	12/31/17
Inurriaga, Luis	Bus Attendant (lay off)	18-A	08/07/17
Lavorin, Julianna	Bus Attendant (lay off)	18-A	08/07/17
Mendoza, Devin	Speech-Language Pathology Assistant (lay off)	69-C	08/07/17
Rodriguez, Jose	Bus Driver (lay off)	42-A	08/07/17
Valdez, Joseph	Bus Driver (lay off)	42-A	08/07/17
Zavala, Victoria	Bus Attendant (lay off)	18-B	08/07/17

Approval of Change of Classification:

Bustos, Antonio	From: Extended School Services Assistant Lead	21-A	08/01/17
	To: Extended School Services Site Lead	28-A	
Weaver, Sharina	From: Child Nutrition Worker III	19-F	08/08/17
	To: Elementary Kitchen Manager	33-E	

Approval of Employment:

Branstetter, Jasmine	ESS Recreation Attendant	$11.02/hr	08/01/17
Cain, Stephanie	Playground Attendant	$10.50/hr	07/14/17
Candelario, Cesilie	ESS Recreation Attendant	$11.02/hr	08/01/17
Cano-Gandarilla, Kevin	ESS Recreation Attendant	$11.02/hr	08/01/17
Guerrero, Fernando	ESS Recreation Attendant	$11.02/hr	08/01/17
Gutierrez, Diana	Playground Attendant	$10.50/hr	07/14/17
Hargrove, Darrell	ESS Recreation Attendant	$11.02/hr	08/01/17
Hoehmann, Monique	ESS Recreation Attendant	$11.02/hr	08/01/17
Hornbuckle, Erika	ESS Recreation Attendant	$11.02/hr	08/01/17
Hove, Garrett	ESS Recreation Attendant	$11.02/hr	08/01/17
Hubbard, Alexis	ESS Recreation Attendant	$11.02/hr	08/01/17
Johnson, Sabrina	ESS Recreation Attendant	$11.02/hr	08/01/17
Kirkman, Richard	ESS Recreation Attendant	$11.02/hr	08/01/17
LaPan, Rachel	ESS Recreation Attendant	$11.02/hr	08/01/17
Miller, Kamie	ESS Recreation Attendant	$11.02/hr	08/01/17
Minshew, Kylie	ESS Recreation Attendant	$11.02/hr	08/08/17
Misas, Cristina	ESS Recreation Attendant	$11.02/hr	08/01/17
Parks-Plasencia, Annette	Playground Attendant	$10.50/hr	08/01/17
Rosses-Pompey, Lynae	Playground Attendant	$10.50/hr	08/08/17
Sarabia, Mara	ESS Recreation Attendant	$11.02/hr	08/01/17
Stamps, Kaylah	ESS Recreation Attendant	$11.02/hr	08/01/17
Troyan, Madison	ESS Recreation Attendant	$11.02/hr	08/01/17

Approval of Termination of Employment:

Clingan, Liam	Playground Attendant (personal)	06/21/17
O'Brien, Zachary	Playground Attendant (personal)	06/21/17
Stewart Jordan, Trevon	Playground Attendant (personal)	06/21/17
Villa Escobosa, Allison	Student Helper (personal)	06/21/17

LECTURER/PRESENTER/CONSULTANT:

Organization/Name	Site/Department	NTE	Effective
SD County McDonald's Operators Assn.	BAN	N/A	08/01/17-10/31/17
Kaiser Permanente Educational Theatre	KEM	N/A	10/01/17-11/30/17
I Love a Clean San Diego	ROL	N/A	09/27/17
James Oyos	ESS	$2,000.	08/01/17-06/30/18
Brain Learning Psychological Corporation	Spec Ed	$7,000.	08/01/17-06/30/18
The Regents of U.C. on behalf of UCSD	Spec Ed	$3,000.	08/01/17-06/30/18

SHORT-TERM EMPLOYMENT:

Organization/Name	Site/Department	NTE	Effective
Nicole Eacobellis – Chorus Director	FLH	$2,500.	08/07/17-06/15/18
Lori Ferrigno – Chorus Co-Chair	FLH	$2,500.	08/07/17-06/15/18

La Mesa-Spring Valley Schools
GOVERNING BOARD AGENDA
August 15, 2017

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

ITEM NUMBER: **HR-2 New Business** **Action Item**

Authorization to Enter into a Service Agreement with the San Diego County Superintendent of Schools for Participation in the Clear Administrative Service Credential Program

---

The District has employed a new administrator holding a preliminary administrative service credential. The administrator must participate in a program to clear the preliminary credential within five years.

The San Diego County Office of Education offers a Clear Administrative Service Credential Program accredited by the Commission on Teacher Credentialing (CTC) that provides site-based, individualized coaching as an approved pathway for administrative credentialing.

The District wishes to enter into an agreement with the San Diego County Superintendent of Schools to authorize Heather Dierolf, Program Manager, to participate in the County's program to obtain a clear administrative service credential.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board grant authorization to enter into the attached Service Agreement with the San Diego County Superintendent of Schools for participation in the Clear Administrative Service Credential Program as presented.

SERVICE AGREEMENT BETWEEN
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
AND
LA MESA-SPRING VALLEY SCHOOL DISTRICT
FOR
HEATHER DIEROLF, PROGRAM MANAGER OF DISTRICT OFFICE
TO PARTICIPATE IN THE
CLEAR ADMINISTRATIVE SERVICE CREDENTIAL PROGRAM

This agreement is made and entered into by the La Mesa-Spring Valley School District, hereinafter referred to as **DISTRICT**, and San Diego County Superintendent of Schools, hereinafter referred to as SDCOE.

WHEREAS, the increasingly complex demands on Administrators require the assistance of a confidential coach to provide research-based resources to improve the skills of the instructional leader;

We provide innovative, high quality leadership services grounded in evidence-based practices that develop systems-thinking leaders who strategically build capacity in their organizations to ensure equity and access for each and every student, prepared for college and career.

WHEREAS, Heather Dierolf will participate in the Administrative Coaching program.

THEREFORE, **DISTRICT** and SDCOE mutually agree as follows:

1. Contract Terms and Conditions

A. The Term of Contract shall be from July 1, 2017 thru June 30, 2019

B. **DISTRICT** agrees to pay SDCOE the amount due for services rendered to **DISTRICT** under the terms of this agreement, within 30 days of receipt of invoice.

C. Services will include 80 hours of coaching (40 per year)

D. Fees for **DISTRICT** shall be $3,300 per year.

E. SDCOE agrees to provide the necessary materials for the administrator(s).

2. In Providing Coaching Services, SDCOE shall:

A. Train a cadre of coaches in the following areas: instructional leadership, culture and communication; teaching and learning; assessment and accountability; professional learning; and community partnerships.

B. Match administrator and coach based on coach's expertise and administrator/site needs, in consultation with **DISTRICT.**

C. Assign administrator coach to provide intensive one-on-one support to increase the

administrator's instructional leadership capacity to improve student achievement at their school.

3. In receiving services, DISTRICT and Administrator agree to specific activities as outlined:

A. **DISTRICT**, will agree to support the process.

B. **DISTRICT** will respect the confidentiality of the administrator/coach relationship.

C. **DISTRICT** will consult with SDCOE to match administrator and coach based on administrator/site need and coaches' expertise.

D. The administrator will commit to participating in the process and 20 hours of professional learning through Principal Leadership Seminars

4. Cancelation of Agreement

This Agreement may be canceled prior to June 30, 2019 upon mutual written agreement between **DISTRICT** and SDCOE. In the event of cancelation of this agreement, payment of fees for services rendered will be immediately due and payable to SDCOE.

SDCOE is authorized by the Commission on Teacher Credentialing (CTC) to provide a Clear Administrative Service Credential Pathway. SDCOE is required by CTC to recommend candidates for the clear credential based upon 1) successful completion of requirements of an approved program, and 2) the merit of the level of administrator development & competence demonstrated through the program. Failure to complete program requirements or to demonstrate a level of development and competence as required by the CTC may result in dismissal from the SDCOE Clear Administrative Service Credential Program, and result in the cancelation of this service agreement. Upon cancelation of this agreement by SDCOE, the candidate will be responsible for services rendered up to the time of cancelation.

5. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party. Funds will be used toward administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.

6. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

SDCOE CONTACT INFORMATION

Joan Nelson	Executive Leadership Coach	SDCOE	Phone: 858/292-3781
Carol Osborne	Senior Director, DSI	SDCOE	Phone: 858/292-3803

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

San Diego County Superintendent of Schools

Signature

Lora L. Duzyk

Name

Assistant Superintendent, Business Services

Title

La Mesa-Spring Valley School District

District Administrator's Signature

Name

Title

Date

La Mesa-Spring Valley School District

District Name

N.Garcia

MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: August 1, 2017

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

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

Board members present:	Chong, Duff, Long, Turner
Board members absent:	None
Staff members present on assignment:	Feliciano, Guzman, Magliato, Marshall, Sardina

ESTABLISHMENT OF QUORUM

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve the minutes of the regular meeting of June 20, 2017, as presented; and the minutes of the special meeting of June 30, 2017, as presented.

MINUTES
Approved

COMMUNICATIONS

COMMUNICATIONS

Applications for Provisional Appointment to the Board

Applications-Provisional Appt

Memo from Superintendent Marshall regarding process for August 3, 2017 Board meeting

Memo: Supt. Marshall RE: 08-03-17 Board meeting

Article from David Feliciano, Assistant Superintendent, Business, titled *June Revenues $2.68 Billion Short of Projections*

Article from D. Feliciano: June Revenues $2.68 Billion Short

Local Educational Agency (LEA) Plan

LEA Plan

2018 Schedule of Board Meeting Dates (Tentative)

2018 Schedule of Board Meetings (Tentative)

PowerPoint: Human Resources Update

PPT: H/R Update

Letters of Endorsement for Board Vacancy Candidates

Ltrs of Endorsement: Board Vacancy

Human Resources Walk Through Items

H/R Walk Thru Items

AGENDA

AGENDA

It was moved by Chong, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve the agenda as amended, pulling Item B-1-f (Approval of Donation of Surplus Instructional Materials).

Approved as amended

HEARING SESSION

HEARING

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.

NEW BUSINESS

NEW BUSINESS

Applicant Selection for Provisional Appt. to Board
Selected 6 of 7 applicants

It was moved by Chong, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to select the following applicants to move forward in the process of a provisional appointment to the La Mesa-Spring Valley Board of Education: Rebekah Basson, Charles Muse, Paul Schnaubelt, Jay Steiger, Dwight Sykes, Helen Yapura-Weiler.

REPORTS OF OFFICERS OF THE BOARD

REPORTS

Human Resources Update

The Human Resources Department is responsible for employee recruitment, onboarding and annual evaluations; contract management and labor relations; credential monitoring; payroll and benefits; workers compensation; risk management; and customer service training. The District currently employs a staff of 2,166 consisting of 643 certificated, 638 classified, and 885 hourly and substitute employees.

Employee programs supported by Human Resources include California Teacher Induction Program, SDCOE Educator Effectiveness & Evaluation Project, Employee Wellness, and a new partnership with San Diego State University – a teacher credential cohort on the campus of Northmont Elementary School.

Summer 2017 programs consisted of Extended School Year (157 students enrolled), Extended School Services (670 students), and a new Breakthrough English Program for English learners enrolled less than one year in the District (80 students).

Tina Sardina, Assistant Superintendent, Human Resources, provided an overview and update of the Human Resources Department, and responded to clarifying questions.

NEW BUSINESS (cont.)

NEW BUSINESS

Board Policy Updates
Adopted

It was moved by Duff, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to adopt Board Policy updates.

2017 East County SELPA Plan
Approved

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve East County SELPA Special Education 2017 Local Plan.

Consent Calendar
Approved

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

Purchase Orders dated June 7, 2017 through July 18, 2017 totaling $8,032,859.71	Purchase Orders
Warrants dated June 7, 2017 through July 18, 2017 totaling $2,142,527.89	Warrants
Expenditures in the amount of $1,570.53.	Revolving Cash Fund Reimb. from the General Fund
Purchasing contracts utilized since the last Board meeting: North County Educational Purchasing Consortium (NCEPC); CalSAVE; State of California Department of General Services Contract #1-16-23-20A; The Cooperative Purchasing Network (TCPN); US Community; National Joint Powers Alliance Contract #100312 SEC; and South County Bid #14005.	Purchasing Contracts Utilized
Travel as attached	Travel
Agreements with City of La Mesa; Cabrillo National Monument; and Montessori Achievement Center to provide transportation services.	Transportation Service Agreements
Award of bid for fresh produce to Diamond Jack Enterprises, Inc., Bid #FB 16/17-009	Fresh Produce Bid #FB 16/17-009 Awarded to Diamond Jack Ent
Sale of surplus items (e-waste)	Sale of Surplus Items (E-Waste)
It was moved by Chong, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to reject a claim of property damage near Spring Valley Academy and refer the claim to the Joint Powers Authority of the San Diego County Office of Education.	**Reject Claim: Property Damage near SVA** Claim Rejected
It was moved by Duff, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to accept a gift from La Mesa Arts Academy PTSA in the amount of $17,895.66 to La Mesa Arts Academy, to be used for field trips, presenters, supplies, a refrigerator and the 8th grade awards ceremony.	**Gift from LMAAC PTSA to LMAAC of $17,895.66** Accepted with Thanks
It was moved by Long, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve the Local Education Agency (LEA) Plan and Title III Addendum.	**LEA Plan & Title III Addend.** Approved
It was moved by Chong, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to authorize administration to enter into Special Education master contracts for 2017-18 with: Stein Education Center, Copper Hills Youth Center and Coast Music Therapy.	**Special Ed Master Contracts for 2017-18** Approved
It was moved by Duff, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to authorize administration to enter into agreements with	**Agrmt: SDCOE Outdoor Education Program** Approved

San Diego County Office of Education to participate in the Outdoor Education Program.

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to authorize administration to enter into a memorandum of understanding with San Diego Youth Services for the HERE Now School-Based Suicide Prevention and Early Intervention Program.

Agrmt: SDYS HERE Now Suicide Prevention/Early Intervention Program
Approved

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to accept the Uniform Complaint Quarterly Report.

Uniform Complaint Quarterly Report
Accepted

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Duff, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve standard Human Resources recommendations as amended to include two additional Lecturer/Presenter and/or Short-Term Employment forms.

Human Resources Recommendations
Approved as amended

It was moved by Chong, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to authorize administration to contract with colleges, universities and local high school districts for student teaching and professional training programs, including work-study programs.

Contract w/ Colleges, Universities & HS Districts for Student Teaching, Training & Work-Study
Approved

It was moved by Long, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to approve salary placement for the Human Resources Manager classification on the Classified Supervisory & Manager Salary Schedule at annual salary (Step A) $86,276.00 to (Step F) $109,237.00.

Salary Placement: Human Resources Manager
Approved

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Member Duff expressed regret that he was unable to attend the Boys & Girls Club Brady Family Clubhouse Groundbreaking Ceremony on July 12, 2017, and thanked Member Chong for attending. Mr. Duff also recognized the efforts of former Board member Rick Winet, who was instrumental to the development of the Brady Family Clubhouse.

Member Chong stated that he was honored to attend and speak at the Groundbreaking Ceremony, where he was able to give praise to Mr. Winet for his efforts. The Clubhouse will be an asset to District students and the community.

Member Long also attended the Groundbreaking ceremony. He noted it was a pleasure to see the support of so many.

Member Long also stated he had recently returned from an enjoyable family trip to Washington D.C.

President Turner thanked the Board for filling in during her absence at

the June 20, 2017 Board meeting, while she was in Washington, D.C. on National School Boards Association business. She reported that NSBA has requested an appointment with U.S. Secretary of Education Betsy DeVos to discuss various topics related to education, including special education funding. The NSBA champions the belief that a free and appropriate public education is the foundation of our democracy. They are also furthering the cause of Career Technical Education (CTE), which provides students of all ages with the academic and technical skills, knowledge and training to succeed.

Superintendent Marshall reminded the Board of the following important dates: August 10, 2017 is the first day of school; there is a special Board meeting on August 3, 2017 at 5:00 p.m.; there will be a reception at the August 15, 2017 regular meeting to recognize former member Rick Winet and welcome the new Board member.

At 8:17 p.m. the President announced a recess.

CLOSED SESSION

At 8:26 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; Existing Litigation (LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School); and Anticipated Litigation – one case. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 9:20 p.m. Sarah Sutherland, Attorney, Dannis, Woliver, Kelley, excused herself from the meeting.

At 10:18 p.m. the President reconvened the meeting and announced the Board, in closed session, took the following action:

CLOSED SESSION ACTION

It was moved by Chong, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner; Noes: None; Absent: None, to initiate litigation, with direction given to the Superintendent and legal counsel.

Initiate Litigation
Approved

The meeting was adjourned at 10:19 p.m.

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Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held August 15, 2017.

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Jim Long, Clerk of the Board of Education

MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
SPECIAL MEETING: August 3, 2017

CALL TO ORDER

The meeting was called to order at 5:00 p.m. at the Education Service Center by the President, Dr. Turner.

PLEDGE OF ALLEGIANCE

The President led the Pledge of Allegiance to the Flag.

ESTABLISHMENT OF QUORUM

Board members present:	Chong, Duff, Long, Turner
Board members absent:	None
Staff members present on assignment:	Feliciano, Guzman, Magliato, Marshall, Sardina

COMMUNICATIONS

Letters of endorsement from the following:

- Darrin Mroz, in support of Rebekah Basson
- Jo Alegria, Jill Barto and Karen Mejia in support of Rebekah Basson
- Kevin Miller, in support of Rebekah Basson
- Mark Hoffman, in support of Rebekah Basson
- David Hoffman, in support of Rebekah Basson
- Leslie Schneider, in support of Rebekah Basson
- Dianne Jacob, in support of Jay Steiger
- Guy McWhirter, in support of Jay Steiger
- Mark Arapostathis, in support of Jay Steiger
- Kristine Alessio, in support of Jay Steiger
- Steve Babbitt, in support of Jay Steiger

AGENDA

AGENDA

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

Approved as presented

HEARING SESSION

HEARING

The President announced a hearing for anyone who wished to address the Board regarding matters specified on this agenda. There being no one wishing to address the Board, the session was closed.

NEW BUSINESS

NEW BUSINESS

At the August 1, 2017 Board meeting the following individuals were invited to participate in the final selection process for the vacant Board position: Rebekah Basson, Charles Muse, Paul Schnaubelt, Jay Steiger, Dwight Sykes and Helen Yapura-Weiler. Mr. Muse notified the Board previously that he would not be in attendance. Each of the five remaining applicants addressed the Board individually in the Boardroom, observing

the following format: three minutes to address the Board, followed by questions from the Board. The candidate had two minutes to respond to each question. At the end of the question and answer period, the candidate had two minutes to summarize his/her qualifications.

At 6:47 p.m. the President announced a recess.

At 6:58 the Board reconvened, with all candidates in the Boardroom, where the Board discussed the qualifications of each candidate. The Board members complimented the applicants regarding their qualifications and ideas, and encouraged those not selected to continue to their involvement in the community.

At 7:04 p.m. the President announced a recess to review individual notes.

At 7:09 the Board reconvened.

Appointment
Rebekah Basson

It was moved by Chong, seconded by Long, and carried with the following votes: Ayes: Chong, Duff, Long; Noes: Turner; Absent: None, to appoint Rebekah Basson as a member of the La Mesa-Spring Valley Board of Education until the November 2018 general election.

Immediately following the vote, Superintendent Marshall administered the Oath of Office to Ms. Basson.

The meeting was adjourned at 7:37 p.m.

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Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held August 15, 2017.

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Jim Long, Clerk of the Board of Education