

La Mesa-Spring Valley School District

Board of Education

August 18, 2015

Our Purpose

To Inspire Learning and Respect

Our Vision

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

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

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR SESSION: Tuesday, August 18, 2015 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING(S)

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. 2014-2015 Annual Report on Personnel Commission Information
2. 2015 Management Symposium Update Information

NEW BUSINESS

SUPERINTENDENT

1. Nominations for California School Boards Association (CSBA) Directors-at-Large, American Indian, Black and County Action

BUSINESS SERVICES

1. Consent Calendar* Action
 - a. Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements
 - b. Acceptance of SB 564 Financial Disclosure
 - c. Ratification of Renewed Lease Agreement with AKA Head Start at Casa de Oro Elementary School

2. Ratification of Agreement with Lemon Grove School District to Provide Nutrition Services Consulting Action

LEARNING SUPPORT

1. Authorization to Enter into a Memorandum of Understanding with Santee School District for Education for Homeless Children and Youth Consortium Grant Action
2. Authorization to Enter into a Special Education Master Contract with Banyan Tree Foundations and Stein Education Center for the 2015-2016 School Year Action
3. Authorization to Enter into a Memorandum of Understanding with the Tariq Khamisa Foundation Action
4. Authorization to Enter into an Amended Medi-Cal Billing Services Agreement with San Joaquin County Office of Education Action

HUMAN RESOURCES RECOMMENDATIONS

1. Standard Human Resources Recommendations Action
2. Authorization to Contract with Colleges, Universities, and Local High School Districts for Student Teaching and Professional Training Programs, Including Work-Study Programs Action
3. Certification of Managers as Competent to Evaluate Teachers Action
4. Approval to Establish New Certificated Position and Salary Schedule for School Social Worker 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)

ADJOURNMENT

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

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

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

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 18, 2015**

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 18, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: R-1 Reports of Officers of the Board

2014-2015 Annual Report on Personnel Commission

In accordance with provisions of the California Education Code Section 45266 and Personnel Commission Rules and Regulations 20.400.3, an annual report must be prepared. This report details the activities of the Personnel Commission during the preceding year.

Dr. T.R. Lin, Director, Classified Personnel and Secretary to the Personnel Commission, will be present in the audience and will respond to any questions regarding the attached 2014-2015 annual report.

La Mesa-Spring Valley School District

PERSONNEL COMMISSION

ANNUAL REPORT

Fiscal Year 2014–2015

Personnel Commission Members

David Gillespie, Chairperson
Patricia Ridenour, Vice Chairperson
Dr. Arashmidos Monjazebe, Member

Commission Support Staff

Dr. T.R. Lin, Director, Classified Personnel
Alison Junker, Human Resources Specialist
Tina Cano, Office Assistant II

The 2014–2015 Annual Report of the Personnel Commission is submitted in accordance with Education Code Section 45266, and Personnel Commission Rules and Regulations 20.400.3. The report encompasses the period from July 1, 2014 through June 30, 2015.

INTRODUCTION

The staff of the Personnel Commission has prepared the following report in accordance with provisions of Education Code Section 45266, and Personnel Commission Rules and Regulations 20.400.3.

MERIT SYSTEM PRINCIPLES

The classified employees of the La Mesa-Spring Valley School District have operated under the Merit System since 1966. The system provides for equal employment opportunity for applicants and employees by requiring competition for positions. The Merit System is a system of rules and procedures similar to civil service. Its fundamental purpose is to ensure that highly qualified applicants and employees are recruited, selected, promoted and retained without favoritism and prejudice on the basis of merit and fitness. The Personnel Commission plays a crucial part in the recruitment, selection and retention of the District's classified staff. The Personnel Commission generally meets once per month to consider examinations, eligibility lists, reclassifications, salary studies, rule changes, disciplinary appeals, and other areas of importance to all classified employees.

The Personnel Commission's purpose is multifaceted. In accordance with the provisions of the Education Code, the Personnel Commission establishes and amends Personnel Commission rules that are binding on the District as a whole; conducts classification studies; recommends equity salary adjustments; conducts all classified recruitment and selection processes; establishes procedures for transfers; interprets rules and regulations; and conducts disciplinary hearings and appeals. Merit Systems operate in approximately 94 K-12 elementary, high or unified school districts, county offices of education, and community college districts in California. Approximately 64% of all classified school personnel in the state work under the framework of a Merit System and enjoy the equal opportunity and fair selection procedures which it generates.

MERIT SYSTEM LAW

The Merit System at La Mesa-Spring Valley School District is designed to ensure a system that provides fair and equitable personnel practices based upon the Personnel Commission Rules and Regulations. Per California Education Code Sections 45240-45320, Merit System Law requires Personnel Commissions do the following:

- Ensure highly qualified employees are hired in accordance with Commission Rules and Merit System Law on merit and fitness, without favoritism, interference, or influence.
- Protect applicants and employees from discriminatory treatment.
- Determine job-related educational and work experience requirements.
- Ensure objective, job-related tests and provide for establishment of eligibility lists.
- Provide for announcement of job vacancies to employees and the public.
- Classify or reclassify positions.
- Recommend salary schedules consistent with the principle of like pay for like service.

- Establish reasonable causes for demotion, suspension, and dismissal.
- Investigate and hear appeals of permanent employees who have been suspended, demoted or dismissed.

LA MESA-SPRING VALLEY SCHOOL DISTRICT PERSONNEL COMMISSION

The Personnel Commissioners of the La Mesa-Spring Valley School District demonstrate the highest level of commitment to the principles and practices of the Merit System. Each Commissioner has had private and public service that supports the concept of employment as outlined in the Personnel Commission Rules and Regulations and has further demonstrated through meeting attendance and actions in support of the Merit System principles and its operation.



David Gillespie
Chair

Appointment Made by the Board Of Education:

The Board of Education of the La Mesa-Spring Valley School District has appointed Mr. David Gillespie to be their representative to the Personnel Commission. Mr. Gillespie has served as the governing board's appointment to the Personnel Commission since December 1, 1996, and has been Commission Chair several times. At the CSPCA 2012 Conference, David was awarded a fifteen years Services Award. He is serving as the Board of Education's representative for a three (3) year term commencing at noon on December 1, 2014, through noon on December 1, 2017. David was elected Chair effective December 1, 2014, for a one year term.

David Gillespie, a native of East County, grew up in Fletcher Hills and attended four different LMSV schools before graduating from Grossmont High. David is active in the community as past president and board member of the La Mesa Kiwanis as well as past board member of Professional Photographers of San Diego County. David and his wife Sherry reside in La Mesa and own and operate Village Studio, Inc., founded in 1947 by David's father. David took over the business in 1985 upon his father's retirement. David, one of identical triplets, and Sherry, have a son, Noel, and a daughter, Carrie. Noel and his wife Teri have two children.

As a private business owner and a firm believer in the Merit System, David looks forward to continuing to contribute to the Personnel Commission, the students and staff that make the La Mesa-Spring Valley School District one of the best in the state.



Patricia Ridenour
Vice-Chair

Appointment Made by the California School Employees Association, La Mesa-Spring Valley Chapter 419:

The California School Employees Association, La Mesa-Spring Valley Chapter 419, has appointed Mrs. Patricia Ridenour to be their representative to the Personnel Commission.

Mrs. Ridenour has served as the Association's appointment to the Personnel Commission since December 1, 2001 and is serving another three (3) year term commencing at noon December 1, 2013, through noon December 1, 2016. Pat was elected Vice-Chair effective December 1, 2014, for a one year term.

Patricia was raised in Pittsburgh, Pennsylvania; graduated from Waynesburg College, PA., with a B.A. degree; employed as a caseworker at a children's social services agency. Pat moved to San Diego in the early 1960's for employment with the Child Placement and Protective Services Department of the San Diego County Department of Social Services, where she met her husband, Hawley. They raised three children, all of whom attended LMSV schools. Pat was elected President of

Murray Manor Elementary PTA, Parkway Jr. High PTA, and Mt. Helix Council PTA. She was also chair of the LMSV District Advisory Committee. Pat became a teacher and Director at two area preschools and was later employed at Spring Valley Middle School and then La Presa Middle School as a Computer Resource Assistant.

Retiring in 2001, she was appointed to the Personnel Commission by CSEA. Most recently, she served as the Chair of the LMSV Personnel Commission from December 1, 2012 to November 30, 2013, and President of the San Diego County School Personnel Commissioners Association (SDCSPCA) from 2006 to 2010. Currently, she serves as a member of the board and President-Elect to the state level California School Personnel Commissioners Association (CSPCA). Three years ago, Pat has received the Eppele Award from SDCSPCA and was a recipient of the PTA Honorary Service Award from Murray Manor Elementary School.



Dr. Arashmidos
Monjazebe
Member

Joint Appointment:

The third Commissioner is appointed by the District's appointee and the Association's appointee and is known as the joint-appointee; currently Dr. Arashmidos Monjazebe. He has served as the joint-appointee since December 1, 2003. Dr. Monjazebe was re-appointed on December 1, 2012 for another term of office till November 30, 2015; and served as the Chair of the LMSV Personnel Commission from December 1, 2013 to November 30, 2014.

Dr. Monjazebe was born in Tehran, Iran, and left in 1958 to attend the University of Montana where he received his B.A. Degree with a double major in Mathematics and Physics. Upon graduation, he returned to Iran and accepted a high school teaching position for the next five years. He received his Ph.D. in Physics (Spectroscopy) and served for seven years as Vice President of Academic Affairs and Student Welfare at the National Iranian School of TV and Cinema.

In 1978, as a result of the revolution and persecution by the radical Islamic government, he fled with his wife and three children, leaving behind all their life's earnings and belongings. He started a new life and became a U.S. citizen in 1986. Since his return to the U.S., Dr. Monjazebe has served as Chairman of the Math Department at the Naval Training Center BOOST Program for eight years; Assistant Professorship at Miramar College; and Math Professor and Chairman of the Mathematics Department until his retirement in 2003. Dr. Monjazebe is actively involved with race-unity, character building, and other mid-city educational advancement projects. He has also served the Vice-Chair and Chair of the Commission several times.

PERSONNEL COMMISSION ACTIVITIES

Personnel Commission meetings are regularly scheduled for the fourth Monday of each month. Alternate dates are occasionally necessary due to the need for special meetings or the availability of Commission members. This is an open meeting and everyone is invited to attend.

General functions of the Personnel Commission for 2014–2015 include:

1. Conduct recruitments and selection activities to fill classified vacancies with highly qualified applicants and employees, including job analyses, recruitments, supplemental application and application reviews, test designs (e.g., training and experience ratings, written tests, oral board interviews, work sample or performance tests, and other specialized tests).
2. Certify the eligibility lists and oversee the subsequent employment offers.
3. Conduct appeal hearing regarding employee disciplinary actions as needed.



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Personnel Commission on the classification and re-classification review process and timetable; review both submitted requests and mailed out questionnaires.

- Per Ed Code Section 45285 and PC Rules and Regulations 30.300.2 to 30.300.4, review and implement the following reclassification request without qualifying merit examination due to services department reorganization:
 - Reclassify two Payroll and Benefits Technicians to Payroll and Benefits Specialists.
- Revise the following six job descriptions:
 1. Director, Transportation
 2. Paraprofessional-Preschool
 3. Payroll and Benefits Specialist
 4. Skilled Maintenance Worker II
 5. Skilled Maintenance Worker III
 6. Technology Support Technician
- Create the following five new classifications with proposed Salary to the School Board:
 1. Director, Business Services
 2. Human Resources Technician
 3. Payroll and Benefits Technician
 4. Supervisor, Budget and Accounting
 5. Supervisor, Payroll and Benefits
- Abolish the following classification due to the reorganization of the Business Office:
 1. Director, Transportation and Warehouse
- Maintain the Classified Occupational Hierarchies by Job Families and their Job Function Groups with Classification Titles and Salary Ranges, per Education Code 45256.
- Through the Classified Training Advisory Committee (C-TAC), arrange and conduct the following fifteen workshop sessions with the support from CSEA and Information Technology staff:
 1. CPR and First Aid (offer both parts three times on three weekends)
 2. Introduction to iPods
 3. School Wires
 4. Google Calendar, Drive and Mail (six workshops)
 5. True Colors
 6. Public Speaking
 7. Group Dynamics
 8. Understanding your CalPERS Rights and Benefits
- Coordinate through the C-TAC, approve twenty-two funding requests benefitting seventy-four classified employees to attend workshops and training conferences outside the district or with special arrangement.
- Coordinate through the Classified Staff Council; conduct the nomination, evaluation, and election of the 2014-2015 classified employee of the year out of twenty-one nominees from various schools and sites.
- Professional development training for Commissioners, Director, and/or staff at the Annual Conference for California School Personnel Commissioners Association (CSPCA); School Personnel Commissioners Association Northern California (SPCA/NC); Cooperative Organization for the Development of the Employment Selection Procedures (CODESP) Webinar training; Western Region Intergovernmental Assessment Council (WRIPAC) regional training meetings;

and Personnel Testing Council of Southern California (PTC/SC) meetings and conferences.

- Participation by Director in California School Employees Association (CSEA) Chapter 419 membership meetings, E-Board meetings, and selected CSEA/District negotiation sessions.
- Participation by Director in all District Board meetings and management meetings and orientations.
- Continue the enhancements to Personnel Commission website by adding Commission agenda and minutes and other relevant training and information updates.
- Active participation by Commissioner Ridenour as a Board member and President-Elect with the work of CSPCA.
- Commissioner Ridenour's continued service as the officer and board member of San Diego Chapter of CSPCA.
- Participation by Director, Commissioner and staff in quarterly meetings of San Diego Chapter of CSPCA.
- Participation by Director in quarterly Board meetings serving as the President and Director-At-Large of the statewide non-profit Cooperative Organization for the Development of Employee Selection Procedures (CODESP), to benefit our merit testing program.
- Participation by Director as the Training Director and Board member in the CSPCA training coordination, including the Merit System Academy and CSPCA/CODESP and CSPCA/CPS joint HR webinars.
- Participation by Director with the conference committee for the statewide 2015 CSPCA Annual Conference.

STATISTICAL REVIEW OF ROUTINE FUNCTIONS FOR CLASSIFIED SERVICE

The following statistical information has been developed for the 2009–2015 school years and is presented for Commission review. The information represents a six-year period for purposes of comparison.

	<u>2014-15</u>	<u>2013-14</u>	<u>2012-13</u>	<u>2011-12</u>	<u>2010-11</u>	<u>2009-10</u>
Eligibility Lists Developed	35	27	25	15	20	25
Examinations Held	35	27	25	15	20	25
Applications Received	2,042	1,771	1,480	1,243	761	979
Classified Positions Filled	85	75	59	74	55	81
Includes:						
Promotions	15	8	11	15	14	21
Reinstatements	3	13	12	27	14	34
Classified Resignations/Separations	44	30	20	20	18	30
Classified Retirements	20	10	26	25	21	19
Classified Lateral Transfers	9	12	17	15	29	69



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ACTIVITIES:

Coordinate the monthly C-TAC meetings to establish classified staff development program and ideas through the District's Insurance Opt-Out funds and Commission budget.

Publish an annual training program brochure to include sufficient classroom style job-related workshops for employees.

Continue the build-up of classified staff training library resource.

Coordinate the C-TAC training attendance review procedure and to allocate funding to support outside training for classified staff.

Conduct the next classified staff training needs analysis before June, 2016.

THANK YOU!

The Personnel Commission thanks all of you who supported and assisted us in accomplishing the Commission's activities during the past fiscal year. We appreciate those individuals who volunteered their valuable time and expertise by serving on the many oral and performance examinations.

CONCLUSION

The members of the Commission continue to oversee a system that affords prospective and current employees an objective and competitive process for employment and advancement. In addition, the Commission's role in ensuring the integrity of the classification system is duly noted. The dedication of the Commissioners in maintaining the Merit System and its attendant functions is deeply appreciated.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

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

ITEM NUMBER: R-2 Reports of Officers of the Board
2015 Management Symposium Update

All certificated managers attended the annual Symposium on July 23 and 24, and then attended an extension of the Symposium with teacher leaders on August 6 and 7. During these four days Learning Support, along with Kimberly Alexander, President of Partnership for Education and Professional Development; and Horatio Sanchez, President of Resiliency Inc., presented the areas of focus for the 2015-2016 school year.

The areas of focus include integrated English language development (ELD); writing; programs for acceleration, challenge, and enrichment (PACE); supporting teachers with difficult classroom behaviors; and creating a climate for closing the achievement gap.

Karen Walker, Assistant Superintendent, Learning Support will present information on the areas of focus and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2009**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-1 New Business**
 **Nominations for California School Boards Association (CSBA) Directors-
at-Large, African American, American Indian and County**

Nominations for CSBA’s Directors-at-Large, African American, American Indian and County, are being accepted until October 2, 2015. The attached information provides details on the roles and responsibilities of a Director-at-Large. School boards, which are CSBA members, are eligible to nominate board members from CSBA member districts or county offices of education for this position. Each board may nominate as many individuals as it chooses.

ADMINISTRATIVE RECOMMENDATION

Board members are urged to review the material and be prepared to discuss potential nominations for CSBA’s Directors-at-Large position.



July 31, 2015

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Friday, October 2, 2015
Please deliver to all members of the governing board.

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Jesús M. Holguín, President

SUBJECT: Call for Nominations for Directors-at-Large African American, American Indian, and County

Nominations for CSBA Director-at-Large African American, American Indian, and County are currently being accepted until **Friday, October 2, 2015**. Nomination forms and all information related to the election process are available online, please visit www.csba.org.

The elections will take place at CSBA's Delegate Assembly meeting at the Marriott Marquis San Diego Marina on December 2-3. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. (Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)

The U.S. Postal Service postmark or email deadline for the nomination form and the required two letters of recommendation is **Friday, October 2**.

A valid nomination includes the following:

- **Nomination form:** A completed, signed and dated nomination form. *It is the responsibility of the nominating board to first obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation:** (one page, single-sided)
 - 1) CSBA member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."
 - 2) Individual board member from a CSBA member district or COE
 - 3) Board member organization

Candidate Form: A signed and dated candidate form completed by the nominee is due to CSBA by **Friday, October 9**. *(The candidate form and two letters of recommendation will be printed in the Delegate Assembly agenda packet exactly as submitted.)*

For further information, please contact the Leadership Services department at 800-266-3382.

Board of Directors Roles and responsibilities

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

Statewide leadership

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

Regional and constituency leadership

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

Corporate responsibilities

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

Source: CSBA Bylaws, Article IV, Section 1. 11/12

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

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

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: 308 purchase orders have been processed, dated July 21, 2015 through August 4, 2015, totaling \$2,075,773.56.
- II. Warrants: 122 warrants have been issued, dated July 22, 2015 through August 4, 2015, totaling \$349,010.46.
- III. Revolving Cash Fund Reimbursements: One (1) check has been processed, totaling \$1,328.

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>
RC1785	07/30/15	Mary and/or Michael McGinley	Ed Foundation	\$1,328

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (1) CHECK PROCESSED TOTALING \$1,328**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-1b 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, 2015
- 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, 2015**

Pursuant to Government Code Section 53646, the Board and Superintendent are hereby notified that, as of June 30, 2015, the funds of the La Mesa-Spring Valley School District were 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	\$	16,265,511
 B. Mission Federal Credit Union	 \$	 <u>292,741</u>
TOTAL	\$	<u><u>16,558,253</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, 2015**

Fund Title	Fund Number	Balance
General Fund	03-06 - 414901-55956	\$ 4,848,546
Child Development	12-06 - 414906-55965	\$ 697,166
Cafeteria	13-00 - 414904-55962	\$ 5,888,113
Deferred Maintenance	14-00 - 414912-55968	\$ -
Special Reserve - Opt Out	17-42 - 414942-55972	\$ 222,977
Building (Prop M)	21-10 - 414910-55967	\$ 22,283
Capital Facilities AB 2068/Developer Fees	25-19 - 414919-55971	\$ 394,153
County Facilities Fund	35-00 - 414946-55977	\$ -
Special Reserve - Capital Outlay	40-00 - 414902-55959	\$ 25,345
Enterprise - ESS / SmartSteps Preschool	63-00 - 414922-55957	<u>\$ 4,166,927</u>
Total Investment - San Diego County Treasury Investment Pool:		<u>\$ 16,265,511</u>

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
MISSION FEDERAL CREDIT UNION CHECKING ACCOUNTS
AS OF JUNE 30, 2015**

ACCOUNT NAME	ACCT NUMBER	BALANCE	GL ACCT
<u>CASH CLEARING ACCOUNTS</u>			
ESS Cash/Check Payments	51000807	\$ 1,036.00	63-00-9010-000-9120-001
Transportation	51000850	189.00	01-00-0000-000-9120-000
Cafeteria	51000806	88.25	13-00-5310-000-9120-000
District Cash Clearing	51000804	42,025.34	01-00-0000-000-9120-000
SmartSteps Bank Card Payments	91283481	150.00	63-00-0000-000-9120-001
SmartSteps Cash/Checks Payments	91288813	50.00	63-00-0000-000-9120-002
ESS Bank Card Payments	91062960	19,674.56	63-00-9010-000-9120-002
		<u>\$ 63,213.15</u>	
<u>REVOLVING CASH ACCOUNTS</u>			
District	51000805	\$ 15,000.00	01-00-0000-000-9130-000
Purchasing Card	91074611	33,155.52	01-00-0000-000-9130-001
		<u>\$ 48,155.52</u>	
<u>EXTERNAL ACCOUNTS</u>			
ASB	51000808	153,085.11	n/a
Peter Pan Jr. Theater RCF	51000849	27,242.01	n/a
ASB Purchasing Card	51001684	437.63	n/a
Script Clearing	51000810	607.68	n/a
		<u>\$ 181,372.43</u>	
Grand Total of All Account Balances:		<u><u>\$ 292,741.10</u></u>	

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-1c New Business (Consent Calendar) **Action Item**
Ratification of Renewed Lease Agreement with AKA Head Start at Casa de Oro Elementary School

The AKA Head Start program has been in operation at Casa de Oro Elementary School since January 1, 1995. The program is located on the southwest corner of the school campus and consists of three classrooms serving approximately 88 children. All buildings, playground equipment, and parking spaces have been constructed at the lessee's expense.

The term of the new lease agreement commenced on July 1, 2015 and the lease expiration is June 30, 2020. The rent will be \$812 per month from July 1, 2015 to June 30, 2016 and will increase 3% each successive year.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify the attached renewed lease agreement with AKA Head Start at Casa de Oro Elementary School.

LEASE

(La Mesa-Spring Valley School District/AKA Head Start, Inc.)

THIS LEASE ("**Lease**") is made by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, a public school district organized and existing under the laws of the state of California ("**District**"), and AKA HEAD START, INC., a California non-profit public benefit corporation ("**Lessee**").

RECITALS

A. District is the owner of that certain real property commonly known as the Casa De Oro Elementary School site, located at 10227 Ramona Drive, Spring Valley, California (the "**Property**") and all improvements situated on the Property ("**Buildings**").

B. The Neighborhood House Association, NHA, is the owner of certain real property (modular building) on the Casa De Oro Elementary site, located at 10235-A Ramona Drive, Spring Valley, California.

C. California Education Code §17455 permits the governing board of a school district to lease any real property belonging to the school district which is not or will not be needed by the district for school classroom buildings at the time of delivery of possession.

NOW THEREFORE, in consideration of the terms and covenants contained in this Lease, District and Lessee agree as follows:

1. Lease of Premises.

1.1 **Lease.** District hereby leases to Lessee and Lessee hereby leases from District said land located at the Casa De Oro Elementary School site (collectively, the "**Premises**"). A copy of the site plan showing the location of the land is attached to this Lease as Exhibit A.

2. Basic Lease Provisions.

2.1 For convenience of the parties, certain basic provisions of this Lease are set forth herein, which provisions are subject to the remaining terms and conditions of this Lease and are to be interpreted in light of such remaining terms and conditions.

2.1.1 Address of the Premises:
10235-A Ramona Drive
Spring Valley, CA 91977

2.1.2 Basic Annual Rent: (Not Applicable)

2.1.3 Monthly Basic Rent: \$812, increasing 3% per annum to \$836, \$861, \$887, and \$914 respectively on July 1 of each year. Subject to adjustment pursuant to Paragraph 6

2.1.4 (a) Term Commencement Date: July 1, 2015.

(b) Term Expiration Date: June 30, 2020.

2.1.5 Security Deposit: \$600

2.1.6 Permitted Use: Operation of a Head Start program.

2.1.7 Address for Rent Payment and Notices:

District:

La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, CA 91942
Attention: David Feliciano, Assistant Supt, Business Services

Lessee:

AKA Head Start, Inc.
620 West Madison Avenue
El Cajon, CA 92020
Attention: Yolanda Perez

2.1.8 Total land area of Premises: 10,596.25 square feet (122'6" x 86'6").

2.2. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A Site Plan

3. **Term.**

3.1 **Effective Date.** This Lease shall take effect upon the date of execution by each of the parties ("**Effective Date**") and each of the provisions shall be binding upon and inure to the benefit of District and Lessee from the date of execution.

3.2 **Lease Term.** The term of this Lease will be that 5-year period from the Term Commencement Date as defined in Paragraph 2.1.4(a) above through the Term Expiration Date as defined in Paragraph 2.1.4(b) above, provided, however, that District and Lessee shall have the right to terminate this Lease for any reason during the term of this Lease by giving six (6) months prior written notice to the other party. Additionally, District and Lessee shall have

the right to extend the term of this Lease upon mutual agreement for such extension.

3.3 **Early Termination.** Lessee's financial obligation for this Lease is subject to funding of its program by the federal government. In the event that appropriations for the program are reduced or eliminated, Lessee has the right to terminate this Lease upon sixty (60) days prior written notice and documentary proof of the reduced or eliminated appropriations.

4. **Possession.**

4.1 **As-is condition.** District shall tender possession of the Premises to Lessee in "as is" condition on the Term Commencement Date for occupancy by Lessee thereafter. Lessee agrees that in the event possession of the Premises is not promptly tendered to Lessee, this Lease shall not be void or voidable and District shall not be liable to Lessee for any resulting loss or damage.

4.2 **Furniture and Equipment.** Lessee shall provide, at its sole cost and expense, all furniture and equipment deemed necessary by Lessee to operate Lessee's program during the Lease term.

5. **Rent.**

5.1 **Basic Rent.** Lessee agrees to pay District the sum set forth in Paragraph 2.1.3 on or before the first day of each calendar month during the term of this Lease ("**Basic Monthly Rent**").

5.2 **Additional Rent.** In addition to Basic Monthly Rent, Lessee agrees to pay to District all other amounts that Lessee assumes or agrees to pay under the provisions of this Lease, including but not limited to any and all other sums that may become due by reason of any default of Lessee or failure on Lessee's part to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Lessee.

5.3 **Rent.** Basic Monthly Rent and all other amounts Lessee owes under the provisions of this Lease shall together be referred to as "**Rent.**" Except as expressly set forth in this Lease, Rent shall be paid to District at the address set forth in Paragraph 2.1.7 or to such other person or at such other place as District may from time to time designate in writing.

5.4 **Pro-ration.** In the event the term of this Lease commences or ends on a day other than the first day of a calendar month, then the Rent for such fraction of a month shall be prorated for that period on the basis of a thirty (30) day month.

6. **Rental Adjustments.** Should the parties agree to extend this Lease beyond the Term Expiration Date ("**Extended Term**"), the Basic Monthly Rent as set forth in Paragraph 2.1.3 above shall be adjusted. Effective on the first day of the Extended Term, Rent in effect on the last day of the current Lease term shall be adjusted by mutual agreement between the parties.

7. **Security Deposit.** In addition to the rental received in accordance with Clause 5 (Rent) contained herein, District hereby acknowledges receipt of \$600, representing a security deposit to be held in trust by District. Said security deposit may be applied by the Lease Administrator toward reimbursement of any cost(s) incurred because of Lessee's violation of this Lease, including but not limited to surrender of Premises by Lessee in an unclean and unsanitary condition, damage to Premises, or nonpayment of rent. The Lease Administrator shall be the sole judge in determining the amount of refund, if any, to Lessee upon termination of this Lease.

7.1 **Use of Security Deposit.** Upon thirty (30) days notification by District, Lessee will deposit with District cash in the amount determined by District, to be held by District as security for the faithful performance by Lessee of all of the terms, covenants, and conditions of this Lease to be kept and performed by Lessee during the term and any extension term ("**Security Deposit**"). If Lessee defaults with respect to any provision of this Lease, including but not limited to any provision relating to the payment of Rent, and subject to any notice and cure requirements set forth in Paragraph 19, District may (but shall not be required to) draw from the Security Deposit the amount required to cure the default, and to use the proceeds for the payment of any Rent or any other sum in default, or to compensate District for any loss or damage suffered by reason of Lessee's default. The Security Deposit shall not be deemed to be held by District in trust, need not be segregated from the other funds of Landlord and shall not bear interest.

7.2 **Replenishment.** In the event of the use of any portion of the Security Deposit, Lessee shall, within ten (10) days after requested by District, replenish the Security Deposit to the full amount required by District.

7.3 **Transfer to Successor.** The Security Deposit shall be transferable by District to a successor owner of the Premises. District shall deliver the Security Deposit to any purchaser of District's interest in the Premises and thereupon District shall be discharged from any further liability for the Security Deposit provided that such purchaser has agreed in writing to assume the obligations of District under this Lease.

8. **Use.**

8.1 **Compliance with Law.** Lessee shall conduct its business operations and use the Premises in compliance with all federal, state, and local laws, regulations, ordinances, requirements, permits and approvals applicable to the Premises. Lessee shall not use or occupy the Premises in violation of any law or regulation or the certificate of occupancy issued for the Premises, and shall, upon five (5) days' written notice from District, discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. As part of conducting its business operations in compliance with all federal, state and local laws as described above and to the extent its employees are required to be licensed, fingerprinted or otherwise certified for their jobs, Lessee shall ensure that its employees have and maintain current licenses or certifications in good standing during the term of this Lease.

8.2 **Compliance with Insurers.** Lessee shall not do or permit to be done anything which will invalidate or increase the cost (unless Lessee agrees to pay such increased cost) of any fire, extended coverage or any other insurance policy covering the Premises, or which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and shall comply with all rules, orders, regulations and requirements of the insurers of the Premises.

8.3 **ADA Requirements.** Lessee shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and its accompanying regulations, as amended from time to time. All responsibility for compliance with ADA relating to the Lessee's improvements to the Premises and the activities conducted by Lessee within the Premises shall be exclusively that of Lessee and not of District. Any alterations to the Premises made by Lessee for the purpose of complying with ADA shall be done in accordance with Paragraph 13; provided that District's consent to such alterations shall not constitute District's assumption of Lessee's responsibility for compliance with ADA. However, nothing in this Lease shall be construed to require Lessee to make structural or capital improvements to comply with ADA unless and until required to do so by order of any government entity or court of law. Lessee shall defend and indemnify District from any and all liability arising from Lessee's failure to comply with any provision of ADA relating to Lessee's use of the Premises and Lessee's improvements to the Premises.

8.4 **Permits.** Lessee shall, at its sole cost and expense, obtain and pay for any permits, zoning changes or approvals necessitated by Lessee's use of the Premises.

8.5 **No Unlawful Use.** Lessee shall not use or knowingly allow the Premises to be used for any unlawful purpose, nor shall Lessee cause, maintain or permit any nuisance or waste in, on, or about the Premises. Lessee shall take all reasonable precautions to prevent the Premises from being used for any unlawful purposes and to prevent any nuisance or waste in, on, or about the Premises.

9. **Holding Over.**

9.1 **With District's Consent.** If, with District's consent, Lessee holds possession of all or any part of the Premises after the expiration or earlier termination of this Lease, Lessee shall become a month-to-month Lessee upon the date of such expiration or earlier termination, and in such case Lessee shall continue to pay in accordance with Paragraph 5 the Basic Monthly Rent as adjusted in accordance with Paragraph 6, together with other monies owed under the Lease and such month-to-month tenancy shall be subject to every other term, covenant and condition contained herein.

9.2 **Without District's Consent.** If Lessee remains in possession of all or any portion of the Premises after the expiration or earlier termination of the term without the express written consent of District, Lessee shall become a Lessee at sufferance upon the terms of this Lease except that monthly rental shall be equal to one hundred twenty five percent (125%) of the Basic Monthly Rent in effect during the last six (6) months of the Lease term.

10. **Utilities, Telephone, Personal Property Taxes**

10.1 **Utilities.** Lessee shall pay for gas, electricity, telephone services, data connectivity and additional utilities or services installed at Lessee's direction.

10.2 **Failure of Utilities.** Provided that the utilities not provided by the District, the District shall not be liable for, nor shall any eviction of Lessee result from, any failure of any such utility or service, and in the event of such failure Lessee shall not be entitled to any abatement or reduction of Rent, nor be relieved from the operation of any covenant or agreement of this Lease, and Lessee waives any right to terminate this Lease due to such failure. However, notwithstanding the foregoing, in the event any such failure persists for more than three (3) months, Lessee at its election may terminate this Lease.

10.3 **Personal Property Tax.** Lessee shall pay all taxes levied against any personal property or trade fixtures placed by Lessee in or about the Premises.

10.4 **Failure to Pay.** To the extent Lessee fails to make any payment required by this Paragraph 10 and District does so on Lessee's behalf, Lessee shall reimburse District for the cost of such payment pursuant to the provisions of Paragraph 20.3.

11. **Condition of Premises.** Lessee acknowledges that neither District nor any agent of District has made any representation or warranty, express or implied, with respect to the condition of the Premises, except as set forth herein, or with respect to their suitability for the conduct of Lessee's business.

12. **Parking Facilities.**

12.1 No reserved parking is available on the Property.

12.2 Lessee shall not place any equipment, storage containers or any other property on the surface parking area or otherwise outside of the Premises without the prior written consent of District.

13. **Alterations.**

13.1 **District Approval.** Lessee shall make no alternations, additions or improvements (collectively referred to in this section as "**improvements**") in or to the Premises without the District's prior written consent, which shall not be unreasonably withheld. Prior to commencement of any improvements, Lessee shall deliver to the District final plans, specifications and working drawings and District shall have thirty (30) days thereafter to grant or withhold its consent.

13.2 **Permits.** If a permit is required to construct the improvements, Lessee shall deliver a completed, signed-off inspection card to the District within ten (10) days of completion of improvements, and shall promptly thereafter obtain and record a notice of completion and deliver a copy to the District.

13.3 **Contractors.** All contractors must be currently licensed by the State of California, and, except for non-structural improvements costing less than \$50,000, must be approved by District prior to commencing work, which approval shall not be unreasonably withheld. All contractors must have in force a general liability insurance policy of not less than \$2,000,000 or such higher limits as District may reasonably require, which policy of insurance shall name La Mesa-Spring Valley School District, its employees, Board members, officers, agents, and volunteers as additional insured. Prior to commencement of construction Lessee shall provide District (i) a copy of its contract with the contractor and (ii) a certificate of insurance as confirmation of the insurance required by this Paragraph 13.3.

13.4 **Fire Protection.** Lessee agrees that any improvements constructed by a contractor shall be accomplished in such a manner as to permit any fire sprinkler system and fire water supply lines to remain fully operable except for brief periods of time when necessary for building reconfiguration work.

13.5 **Compliance with Laws.** Lessee agrees that all work done by Lessee shall be performed in full compliance with all laws, regulations, permits, approvals, and requirements of all governmental agencies, departments, bureaus and boards having jurisdiction, and in full compliance with the rules, orders, directions, regulations, and requirements of any applicable fire rating bureau. Lessee shall provide District with "as built" plans showing any change in the Premises within thirty (30) days after completion.

13.6 **Notice.** Before commencing any improvements, Lessee shall give District at least five (5) days prior written notice of the proposed commencement of such improvements and, for any improvements which exceed \$25,000.00 in cost, Lessee shall secure or provide a completion and lien indemnity bond in the amount required by District, at no cost to District.

13.7 **Repair and Maintenance of Lessee Improvements.** Lessee shall maintain and repair all improvements installed or constructed by Lessee, at its sole cost and expense.

14. **Repairs and Maintenance.**

14.1 **Lessee's Obligations.** Throughout the term of this Lease, at Lessee's sole cost and expense, Lessee shall keep the interior of the Premises, including any improvements made by Lessee, in good condition and repair. Lessee shall provide and pay for custodial services. Upon the expiration or earlier termination of the term of this Lease, Lessee shall surrender the Premises to District in the same condition as when received, ordinary wear and tear and damage from causes beyond the reasonable control of Lessee excepted.

14.2 **District's Obligations.** District shall maintain the Property in good condition and repair. District shall maintain and repair the structural and exterior portions of the Premises. District shall provide and pay for maintenance personnel, and other persons who perform duties connected with the operation and maintenance of the interior of the Premises. However, if repairs are required because of any act or neglect by Lessee, its agents, employees or invitees, Lessee shall pay to District the entire cost of such repairs attributable to Lessee's act or neglect, unless such repairs are covered by insurance carried by Landlord.

15. **Liens.**

15.1 Lessee shall keep the Premises free from any liens arising out of work performed, materials furnished or obligations incurred by Lessee. Lessee further covenants and agrees that any mechanic's lien filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, Lessee, will be discharged by Lessee, by bond or otherwise, within thirty (30) days after filing (or within ten (10) days after the filing thereof if requested by District as necessary to facilitate a pending sale), at the cost and expense of Lessee.

15.2 Should Lessee fail to discharge any lien of the nature described in 15.1, District may at District's election pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost for doing so shall be immediately due from Lessee as Additional Rent.

15.3 In the event Lessee leases or finances the acquisition of office equipment, furnishings, or other personal property utilized by Lessee in the operation of Lessee's business, Lessee warrants that any Uniform Commercial Code financing statement executed by Lessee will upon its face or by exhibit indicate that such financing statement is applicable only to the personal property of Lessee specifically described in the financing statement, and that such property is subject to the provisions regarding the removal of property on the expiration or earlier termination of this Lease. In no event shall the address of the Property be furnished on the financing statement without qualifying language as to applicability of the lien only to personal property of Lessee described in the financing statement. Should any holder of a security agreement executed by Lessee record or place of record a financing statement which appears to constitute a lien against any interest of District, Lessee shall, within ten (10) days after the filing of such financing statement, furnish copies of the security agreement or other documents to which the financing statement pertains (i) to District and (ii) to the holder of the security interest to amend documents of record clarifying that such lien is not applicable to any interest of District in the Premises or Property.

16. **Indemnification.**

16.1 **Lessee Indemnification.** Lessee agrees to indemnify District, its Board of Trustees, each member of the Board, its affiliates, officers, agents, contractors and employees (collectively, "**District's Agents**"), against, and to protect, defend, and save them harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees),

brought or claimed by a third party, for death of or injury to person or damage to property arising out of (i) any occurrence in, upon or about the Premises during the term of this Lease, (ii) Lessee's use, occupancy, repairs, maintenance, and improvements of the Premises and all improvements, fixtures, equipment and personal property thereon, and (iii) any act or omission of Lessee, its shareholders, directors, officers, agents, employees, servants, contractors, invitees and sublessees, except to the extent caused by the negligence or willful misconduct of District. Lessee's obligation under this Paragraph 16.1 shall survive the expiration or earlier termination of the term of this Lease.

16.2 **Lessee's Personal Property.** District shall not be liable to Lessee and Lessee assumes all risk of damage to any fixtures, goods, inventory, merchandise, equipment, records, research, computer hardware and software, leasehold improvements, and other personal property of any nature whatsoever, and District shall not be liable for injury to Lessee's business or any loss of income related to such damage, unless caused by District's or District's Agents' willful misconduct or gross negligence.

16.3 **Insurance Proceeds.** The indemnity obligations of both District and Lessee under this Paragraph 16 shall be satisfied to the extent of proceeds of applicable insurance maintained by the indemnifying party to the extent thereof, and thereafter to proceeds of any applicable insurance maintained by the other party; District and Lessee shall be required to satisfy any such obligation only to the extent it is not satisfied by proceeds of applicable insurance as set forth above.

16.4 **Criminal Acts by Third Parties.** Security devices and services, if any, while intended to deter crime, may not in given instances prevent theft or other criminal acts and it is agreed that District shall not be liable for injuries or losses caused by criminal acts of third parties and the risk that any security device or service may malfunction or otherwise be circumvented by a criminal is assumed by Lessee. Lessee shall, at Lessee's expense, obtain insurance coverage to the extent Lessee desires protection against such criminal acts.

16.5 **Indemnification for ADA Violations.** Lessee shall defend, indemnify and hold District's Agents harmless from and against any and all damages, liabilities, costs and expenses (including but not limited to attorney's fees) incurred by District as a result of any judgment or proceeding against District's Agents in which it is determined or alleged that Lessee violated any provision of the ADA relating either to the Lessee's use of the Premises or Lessee's improvements to the Premises or both.

17. **Insurance.**

17.1 **Commercial General Liability.** Commencing prior to Lessee's first entry onto the Premises for purposes of installing any improvements, fixtures or personal property, but no later than the Term Commencement Date, and continuing at all times during the term of this Lease, Lessee shall maintain, at Lessee's expense, commercial general liability insurance, on an occurrence basis, insuring Lessee and Lessee's agents, employees and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Premises and the business operated by

Lessee, or any other occupant, on the Premises. Such insurance shall have a minimum combined single limit of liability per occurrence of not less than \$2,000,000.00 and a general aggregate limit of \$4,000,000.00. The amounts of such insurance may be increased from time to time as District may reasonably determine. Such insurance shall: (i) name La Mesa-Spring Valley School District, its employees, Board members, officers, agents, and volunteers as additional insured; (ii) include a broad form contractual liability endorsement insuring Lessee's indemnity obligations under Paragraph 16.1; (iii) provide that it is primary coverage and noncontributing with any insurance maintained by District, which shall be excess insurance with respect only to losses arising out of Lessee's negligence; and (iv) provide for severability of interests or include a cross-liability endorsement, such that an act or omission of an insured shall not reduce or avoid coverage of other insureds.

17.2 **"All Risk" Insurance.** At all times during the term of this Lease, Lessee shall maintain, at Lessee's expense, "all risk" insurance against all personal property, including trade fixtures, equipment and merchandise of Lessee or any sublessee of Lessee that may be occupying the Premises, or any portion thereof, from time to time, in an amount equal to the full replacement value.

17.3 **Workers Compensation Insurance.** At all times during the term of this Lease, Lessee shall maintain workers' compensation insurance in accordance with state law, and employers' liability insurance with limits typical for companies similar to Lessee.

17.4 **Requirements for Insurance Policies.** All of the policies of insurance referred to in this Paragraph 17 shall be written by companies authorized to do business in California and rated A+VII or better in Best's Insurance Guide. Each insurer referred to in this Paragraph 17 shall agree, by endorsement on the applicable policy or by independent instrument furnished to District, that it will give District at least ten (10) days' prior written notice by registered mail before the applicable policy is cancelled for non-payment of premium, and thirty (30) days' prior written notice by registered mail before the applicable policy is cancelled or altered in coverage, scope, amount or other material term for any other reason (although any failure of an insurer to give notice as provided herein shall not be a breach of this Lease by Lessee). No policy shall provide for a deductible amount in excess of \$100,000, unless approved in advance in writing by District. Lessee shall deliver to District copies of the insurance policies required to be carried by Lessee, certified by the insurer, or certificates evidencing such insurance policies, issued by the insurer, together with evidence of payment of the required premiums, prior to the required date for commencement of such coverage. At least thirty (30) days prior to expiration of any such policy, Lessee shall deliver to District a certificate evidencing renewal, or a certified copy of a new policy or certificate evidencing the same, together with evidence of payment of the required premiums. If Lessee fails to provide to District any such policy or certificate by the required date for commencement of coverage, or within fifteen (15) days prior to expiration of any policy, or to pay the premiums when required, District shall have the right, but not the obligation, to procure said insurance and pay the premiums. Any premiums so paid by District shall be repaid by Lessee to District with the next due installment of rent, and failure to repay the same shall have the same consequences as failure to pay any installment of Rent.

18. **Damage or Destruction.**

18.1 **Restoration of Premises.** In the event of damage to or destruction of all or any portion of the Premises, Lessee shall, within a reasonable time, commence and proceed diligently to restore the land to the same condition as they were in immediately prior to the casualty, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. Lessee shall be responsible for all insurance deductibles attributable to the Lessee improvements and for all costs of restoration in excess of insurance proceeds for the Lessee improvements. Except as expressly set forth below, this Lease shall continue in full force and effect notwithstanding such damage or destruction.

18.2 **Damage Not Covered by Insurance.** In the event of any damage to or destruction of all or any portion of the improvements arising from a risk which is not covered by the insurance described in Paragraph 17, Lessee shall within a reasonable time, at its expense, commence and proceed diligently to restore the land to substantially the same condition as they were in immediately prior to the casualty. This Lease shall continue in full force and effect notwithstanding such damage or destruction; provided, however, that if the damage or destruction (i) occurs during the last two years of the term and the expense of restoration to either District or Lessee exceeds \$200,000, or (ii) occurs at any other time and the expense of restoration to either District or Lessee exceeds \$500,000, the party responsible for the cost may at its election terminate the Lease unless the other party elects to pay the full cost of restoration.

18.3 In satisfying its obligations under this Paragraph 18, neither party shall be required to fulfill its restoration responsibilities with improvements identical to those which were damaged or destroyed; rather, with the consent of the other party, which consent will not be unreasonably withheld, the restoring party may restore the damage or destruction with improvements reasonably equivalent or of reasonably equivalent value to those damaged or destroyed.

18.4 In the event of damage, destruction and/or restoration as herein provided, there shall be no abatement of Rent, and Lessee shall not be entitled to any compensation or damages occasioned by any such damage, destruction or restoration.

19. **Defaults and Remedies.**

19.1 **Late Payment of Rent.** Late payment by Lessee to District of Rent and other sums due will cause District to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult and impracticable to ascertain. Therefore, if any installment of Rent due from Lessee is not received by District within ten (10) days of the date such payment is due, Lessee shall pay to District an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Lessee. In addition to the late charge, Rent not paid within thirty (30) days of the date such payment is due shall bear interest from thirty (30) days after the date due until paid at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate permitted by law.

19.2 **Partial Payment.** No payment by Lessee or receipt by District of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and District may accept such check or payment without prejudice to District's right to recover the balance of such rent or pursue any other remedy provided. If at any time a dispute arises as to any amount or sum of money to be paid by Lessee to District, Lessee shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of Lessee to institute suit for recovery of the payment paid under protest.

19.3 **Payment by District.** If Lessee fails to pay any sum of money (other than Basic Monthly Rent) required to be paid by it hereunder, or fails to perform any other act on its part to be performed hereunder, District may, without waiving or releasing Lessee from any obligations of Lessee, but shall not be obligated to, make such payment or perform such act. All sums so paid or incurred by District, together with interest thereon, from the date such sums were paid or incurred, at the annual rate equal to ten percent (10%) per annum or highest rate permitted by law, whichever is less, shall be payable to District on demand as Additional Rent.

19.4 **Defaults.** The occurrence of any one or more of the following events shall constitute a default hereunder by Lessee:

(a) The failure by Lessee to make any payment of Rent, as and when due, where such failure continues for a period of ten (10) business days after written notice from District to Lessee. Such notice shall be in lieu of, and not in addition to, any notice required under California law;

(b) The failure by Lessee to observe or perform any obligation to be performed by Lessee, where such failure continues for a period of thirty (30) days after written notice from District to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required to cure the default, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently continues the same to completion. Such notice shall be in lieu of, and not in addition to, any notice required under state law;

(c) Lessee makes an assignment for the benefit of creditors;

(d) A receiver, trustee or custodian is appointed to, or does, take title, possession or control of all, or substantially all, of Lessee's assets;

(e) An order for relief is entered against Lessee pursuant to voluntary or involuntary proceeding commenced under any chapter of the Bankruptcy Code;

(f) Any involuntary petition is filed against the Lessee under any chapter of the Bankruptcy Code and is not dismissed within ninety (90) days;

(g) Any voluntary or involuntary petition is filed against the Lessee under any chapter of the Corporations Code and is not dismissed within ninety (90) days;

(h) Lessee's interest in this Lease is attached, executed upon, or otherwise judicially seized and such action is not released within ninety (90) days of the action; or

Notices given under this Paragraph shall specify the alleged default and shall demand that Lessee perform the provisions of this Lease or pay the Rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless District elects otherwise in such notice, and in no event shall a forfeiture or termination occur without such written notice.

19.5 **Remedies.** In the event of a default by Lessee, and at any time thereafter, and without limiting District in the exercise of any right or remedy which District may have, District shall be entitled to terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to District. In such event District shall have the immediate right to re enter and remove all persons and property, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In the event that District elects to so terminate this Lease, then District shall be entitled to recover from Lessee all damages incurred by District by reason of Lessee's default, including:

(a) The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss which Lessee proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss which Lessee proves could have been reasonably avoided; plus

(d) Any other amount necessary to compensate District for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result it, including, but not limited to, the cost of restoring the Premises to the condition required under the terms of this Lease; plus

(e) At District's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

19.6 **District Default.** District shall not be in default unless District fails to perform its obligations within a reasonable time, but in no event later than thirty (30) days after

written notice by Lessee; provided, however, that if the nature of District's obligation is such that more than thirty (30) days are required for performance, then District shall not be in default if District commences performance within such thirty (30) day period and thereafter diligently continues the same to completion.

20. **Assignment or Subletting.**

20.1 **District Approval.** Except as provided in this Lease, Lessee shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease, or sublet the Premises or any part thereof, or permit or suffer the Premises or any part thereof to be used or occupied as work space, storage space, concession or otherwise by anyone other than Lessee or Lessee's employees, without the prior written consent of District in each instance. District retains the right to grant or withhold such consent at its sole discretion.

20.2 Any assignment or subletting of the Premises without District approval shall be void and shall, at the option of District, terminate this Lease.

20.3 The consent by District to an assignment or sublease shall not be deemed to be consent by District to any further assignment or subletting. No sublessee shall further sublet any portion of its subleased area.

21. **Bankruptcy.** In the event a debtor or trustee under the Bankruptcy Code, or other person with similar rights, duties and powers under any other law, proposes to cure any default under this Lease or to assume or assign this Lease, and is obliged to provide adequate assurance to District that (i) a default will be cured, (ii) District will be compensated for its damages arising from any breach of this Lease, or (iii) future performance under this Lease will occur, then adequate assurance shall include any or all of the following, as determined by the Bankruptcy Court: (a) those acts specified in the Bankruptcy Code or other law as included within the meaning of adequate assurance; (b) a cash payment to compensate District for any monetary defaults or damages arising from a breach of this Lease; (c) the credit worthiness and desirability, as a Lessee, of the person assuming this Lease or receiving an assignment of this Lease, at least equal to District's customary and usual credit worthiness requirements and desirability standards in effect at the time of the assumption or assignment, as determined by the Bankruptcy Court; and (d) the assumption or assignment of all of Lessee's interest and obligations under this Lease.

22. **Removal of Property.**

22.1 Except as provided below, all fixtures and personal property owned by Lessee shall remain the property of Lessee and may be removed by Lessee at the expiration or earlier termination of this Lease.

22.2 The Buildings and all fixtures and personal property owned by District, shall remain the property of District, and shall, upon the expiration or earlier termination of this Lease, remain upon and be surrendered with the Premises.

22.3 All Lessee-constructed improvements permitted under Paragraph 13 shall remain the property of District, and shall, upon the expiration or earlier termination of this Lease, remain upon and be surrendered with the Premises.

22.4 Lessee shall repair any damage to the Premises caused by Lessee's removal of any fixtures or personal property owned by Lessee, and Lessee shall, prior to the expiration or earlier termination of this Lease, restore and return the Premises to the condition they were in when first occupied by Lessee, reasonable wear and tear excepted. At a minimum, even if determined to be fixtures or personal property owned by Lessee, Lessee shall leave in place and repair any damage to the interior floors, walls, doors and ceilings of the Premises, and the heating, ventilation, air conditioning, plumbing, and electrical systems; all such property shall become the property of District upon the expiration or earlier termination of this Lease, and shall remain upon and be surrendered with the Premises as a part thereof. The provisions of Paragraph 13 shall apply to any restoration work under this Paragraph 22.4 as if the restoration was an alteration, addition or improvement.

22.5 If Lessee fails to remove any fixtures or personal property which it is entitled to remove under this Paragraph 22 from the Premises prior to termination of this Lease, then District may dispose of the property under the provisions of applicable law now or hereafter in effect.

23. **Control by District.** District reserves full control over the Premises to the extent not inconsistent with Lessee's quiet enjoyment and use of the Premises. Such control shall include but is not limited to District's right to enter upon the Premises for the purpose of viewing and ascertaining the condition of the Premises.

24. **Quiet Enjoyment.** So long as Lessee is not in default, District covenants that District or anyone acting through or under District will not disturb Lessee's occupancy of the Premises except as permitted by the provisions of this Lease.

25. **Surrender.** No surrender of possession of any part of the Premises shall release Lessee from any of its obligations hereunder unless accepted in writing by District.

26. **Waiver and Modification.** No provision of this Lease may be modified, amended or added to except by an agreement in writing. The waiver by District of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

27. **Hazardous Material.**

27.1 **Compliance with Law.** During the term of this Lease, Lessee, at its sole expense, shall comply with all federal, state and local laws, statutes, ordinances, codes, regulations and orders relating to the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release and disposal of Hazardous Material (as defined below) in or about the Buildings or Premises. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by

Lessee, its agents, employees, contractors, invitees or sublessees, in a manner or for a purpose prohibited by any federal, state or local agency or authority.

27.2 **Notice of Spill or Violation.** Lessee shall immediately provide District with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, discharge, release and disposal of Hazardous Material onto or within the Premises, including the soils and subsurface waters, which by law must be reported to any federal, state or local agency, and any injuries or damages resulting directly or indirectly therefrom. Further, Lessee shall deliver to District every notice identifying a violation which may have the potential to adversely impact the Premises, received from any federal, state or local agency concerning Hazardous Material promptly upon receipt of each such notice by Lessee. District shall have the right, upon reasonable notice, to inspect and copy each notice or order received from any federal, state or local agency concerning Hazardous Material.

27.3 **Indemnification.** From and after the Term Commencement Date, Lessee shall be responsible for and shall indemnify, protect, defend and hold harmless District and District's Agents from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses, and expenses which arise at any time and which result from Lessee's treatment of Hazardous Material in, upon or about the Premises. District shall be responsible for and shall indemnify, protect, defend and hold harmless Lessee on the same basis as above for any claims which result from District's or from District's Agents treatment of Hazardous Material in, upon or about the Premises.

27.4 **Inspection.** At any time prior to the expiration or earlier termination of the term of the Lease, District shall have the right to enter upon the Premises at all reasonable times and at reasonable intervals in order to conduct appropriate tests regarding the presence, use and storage of Hazardous Material. Lessee will pay the reasonable costs of any such test which demonstrates that contamination in excess of permissible levels has occurred and such contamination was caused by Lessee's use of the Premises during the term of the Lease. Lessee shall correct any deficiencies identified in any such tests in accordance with its obligations under this Paragraph 27 to the extent the result of Lessee's use of the Premises during the term of this Lease.

27.5 **Obligations Survive Termination.** Lessee's obligations under this Paragraph 27 shall survive the termination of the Lease.

27.6 **Definition of Hazardous Material.** As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Paragraph 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive

Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601).

28. **Miscellaneous.**

28.1 **Terms and Headings.** Where applicable in this Lease, the singular includes the plural and the masculine or neuter includes the masculine, feminine and neuter. The section headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

28.2 **Time.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

28.3 **Covenants and Conditions.** Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

28.4 **Consents.** Whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

28.5 **Entire Agreement.** The terms of this Lease are intended by the parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

28.6 **Severability.** Any provision of this Lease which shall prove to be invalid, void, or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

28.7 **Successors and Assigns.** Each of the covenants, conditions, and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective heirs, legatees, devisees, executors, administrators, successors, assigns, sublessees, or any person who may come into possession of said Premises or any part thereof in any manner whatsoever. Nothing in this Paragraph 28.7 shall in any way alter the provisions against assignment or subletting in this Lease.

28.8 **Notices.** Any notice or other communication required or permitted to be given hereunder must be in writing and may be given by personal delivery, by facsimile transmission, by electronic mail or by U.S. mail, and if given by personal delivery, facsimile or electronic mail, transmission shall be deemed given on the date of delivery or transmission, and if given by U.S. mail shall be deemed sufficiently given three (3) days after time when deposited in United States Mail if sent by registered or certified mail, addressed to Lessee at the Premises, or to Lessee or District at the addresses shown in Paragraph 2.1.7. Either party may, by notice to the other given pursuant to this Paragraph 28.9, specify additional or different addresses for notice purposes.

28.9 **Authority to Execute Lease.** District and Lessee each acknowledge that it has all necessary right, title and authority to enter into and perform its obligations under this Lease, that this Lease is a binding obligation of such party and has been authorized by all requisite action under the party's governing instruments, that the individuals executing this Lease on behalf of such party are duly authorized and designated to do so, and that no other signatories are required to bind such party.

28.10 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall constitute an original.

[Rest of page intentionally left blank]

28.11 **Nondiscrimination.** District, Lessee and all others who from time to time may use the Premises described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed or national origin, including but not limited to the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of July 1, 2015
("Effective Date").

DISTRICT:

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

AKA HEAD START, INC.

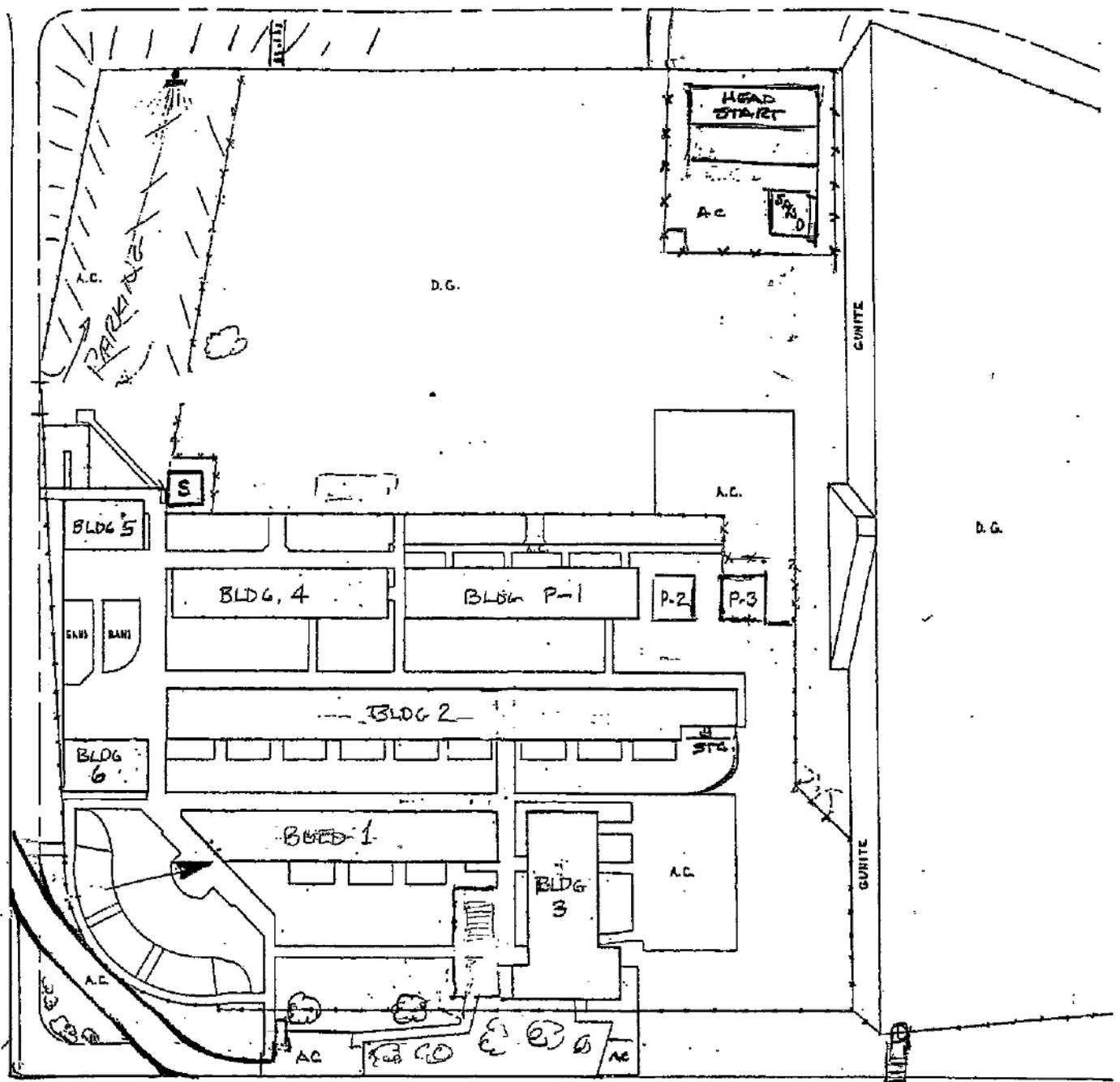
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

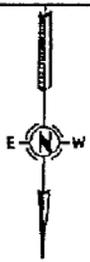
SITE PLAN

MADRID

AGUA DULCE BLVD



RAMONA DR.



**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

PREPARED BY: David Feliciano
Assistant Superintendent, Business Services

ITEM NUMBER: B-2 New Business **Action Item**
**Ratification of Agreement with Lemon Grove School District to Provide
Nutrition Services Consulting**

Lemon Grove School District has requested that the District provide consultation services to assist with the management of their Nutrition Services program. The attached agreement was prepared in collaboration with the Lemon Grove School District and outlines the terms by which the District will provide the requested services. The consultation services would be provided at the cost of \$55 per hour, not to exceed \$20,000 through December 2015.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify the attached agreement with the Lemon Grove School District to provide nutrition services consulting.

**AGREEMENT FOR
NUTRITION SERVICES CONSULTING
BETWEEN
LEMON GROVE SCHOOL DISTRICT
AND
LA MESA-SPRING VALLEY SCHOOL DISTRICT**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 1st day of August , 2015, by and between **LEMON GROVE SCHOOL DISTRICT** (the "District") and **LA MESA-SPRING VALLEY SCHOOL DISTRICT** ("Consultant") (collectively referred to as the "Parties" and each individually as the "Party").

2. Recitals.

2.1 **Consultant.** Consultant is the Child Nutrition Department of the La Mesa-Spring Valley School District, experienced and properly state, federal, and USDA certified/licensed to provide the professional services described herein, and is familiar with the plans of the District.

2.2 **Project.** The District desires to engage Consultant to render services for guidance in the planning, organizing, controls, audits and direction of the child nutrition department (the "**Project**").

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in the scope of work proposal and fee schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue for **5 months** until **December 31, 2015** unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

(c) Work Authorization. Consultant shall work with the District's Director II of Human Resources and Professional Development for authorization of consulting services rendered.

(d) Coordination of Services. Consultant agrees to work closely with the District management staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times as permissible by the Consultant's district.

(e) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(f) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(g) Insurance. Consulting district shall maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by consulting district, agents, representatives, employees or subcontractors: Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with

limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.

(h) Project Staffing. Consultant shall provide adequate staff and resources to facilitate consulting duties.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement for the not-to-exceed fees set forth in Exhibit "A" attached hereto and incorporated herein by reference consistent with the applicable Work Authorization. Consultant shall not be entitled to any compensation under this Agreement except as confirmed in such written Work Authorization. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing in advance by the District.

(c) Payment of Compensation. Consultant shall submit to the District an itemized statement which indicates work completed and hours of Services rendered by Consultant. The District shall pay Consultant within a reasonable time and in accordance with this Agreement. Consulting district will invoice on a monthly basis.

(d) Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by the District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from the District.

(e) Authority to Amend Agreement. As the authorized representative for the District for the purposes of binding the District to amendments to this Agreement, the Superintendent or his/her designee, may authorize and execute an amendment to this Agreement to add Services and/or increase the not-to-exceed fee by up to twenty-five percent if the Superintendent identifies an immediate need for such an amendment. All such amendments executed by the Superintendent shall be subject to ratification by the District's governing board.

3.5 Maintenance of Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions.**

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without the District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may, by written notice to the District, terminate the whole or any part of the Agreement at any time and without cause by giving written notice to the District of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, the District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

LA MESA-SPRING VALLEY SCHOOL DISTRICT

4750 Date Avenue

La Mesa, CA 91942

Attn: David Feliciano

Assistant Superintendent, Business Services

DISTRICT:

LEMON GROVE SCHOOL DISTRICT

8025 Lincoln Street

Lemon Grove, CA 91945-2515

Attn: Gina Potter

Deputy Superintendent

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Consultant Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any

alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant agrees to waive all rights of subrogation against the District.

(g) District Indemnification. To the fullest extent permitted by law, the District shall defend, indemnify and hold the Consultant, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the District, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement. The District's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the District. The District agrees to waive all rights of subrogation against the Consultant.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) The District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of the District.

(m) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or

unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of the District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted.

(r) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(s) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(t) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

(u) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(v) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(w) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(x) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

LEMON GROVE SCHOOL DISTRICT

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT “A”
Scope of Work and Fee Schedule

Essential Consulting Service Duties

In conjunction with Lemon Grove School District management staff consultant will assist and provide guidance in:

- Planning, organization and direction of the nutrition services department
- Development and preparation of food and equipment specifications for the purpose of ensuring nutrition services are effectively utilized;
- Planning menus to meet nutritional requirements of preschool-8th grade students, adults, senior citizens and other contracted services for the purpose of meeting federal, state and local regulations;
- Provides support in analyzing and reviewing budgetary and financial data
- Cost accounting controls for the purpose of appropriate financial reporting;
- Coordination of procurement requirements, warehousing and applicable inventories for the purpose of accurate record-keeping;
- Maintenance of sanitation, quality and nutritional standards for the purpose of maintaining high quality service;
- Training programs (e.g. safety and sanitation, accident prevention, proper food handling) for the purpose of informing staff of appropriate procedures and safe practices;
- Maintenance of current knowledge about nutritional requirements, legal codes and related requirements;
- Completing a variety of required reports and files related to assigned operations and activities of the nutrition department and state and federal required reporting;
- Coordination and facilitation of the Lemon Grove School District California Department of Education (CDE) Nutrition Services Division (NSD) administrative review (AR) for the District’s school food authority’s (SFA) National School Lunch Program (NSLP and School Breakfast Program (SBP) during School Year (SY) 2015-16.

Note: Consultant will not evaluate Lemon Grove Nutrition Services staff.

Education

Any combination equivalent to graduation from high school, supplemented with course work in instructional food service management, nutrition or related field. (College degree/s in food service management or nutrition preferred.)

Experience

Five years of increasingly responsible experience in the administration of a school district nutrition services program.

Licenses and Other Requirements

Food services training certification for the San Diego County Department of Health.

Possession of a valid California driver's license.

Environment

Office, kitchen and cafeteria environment; subject to heat from ovens and cold from walk-in refrigerators and freezers.

Physical Demands

Dexterity of hands and fingers to operate a computer keyboard.

Hearing and speaking to exchange information and make presentations.

Seeing to read a variety of materials.

Bending at the waist, kneeling or crouching.

Sitting for extended periods of time.

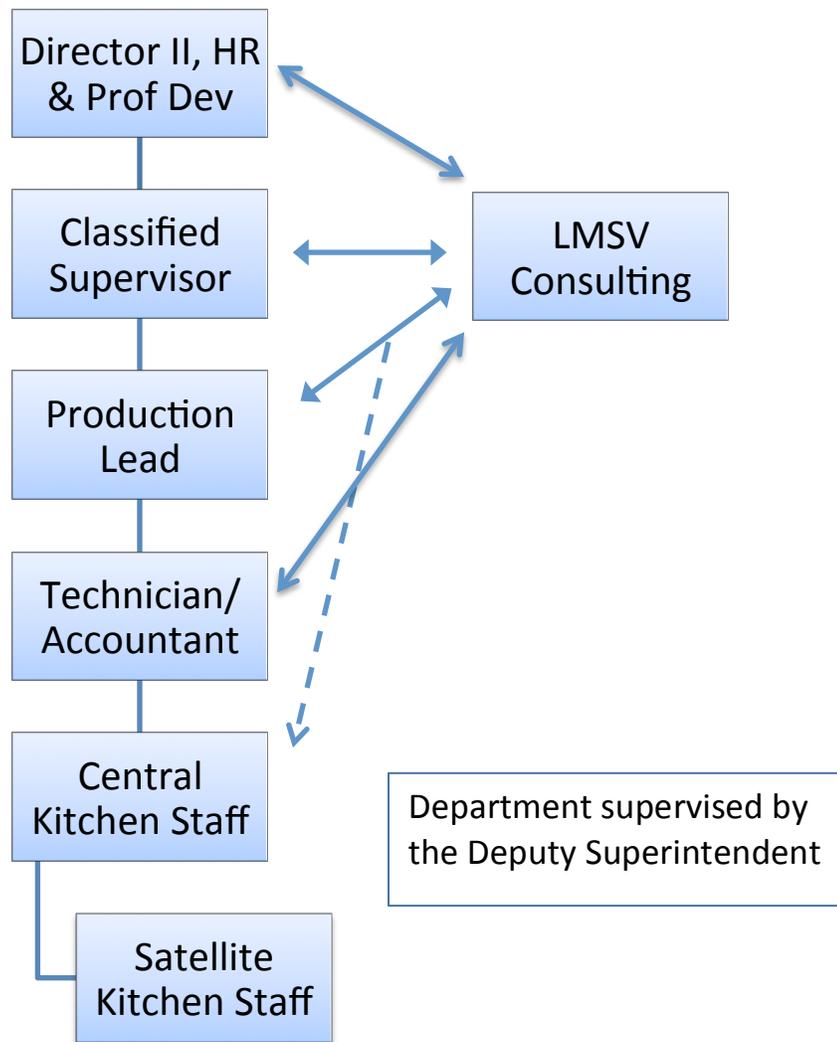
Extensive walking to visit multiple satellite kitchens and central kitchen several times per day.

Lifting up to 25 pounds.

Fee Schedule

\$55.00 per hour, not to exceed \$20,000

Consultation Agreement Organizational Chart



**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

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

ITEM NUMBER: LS-1 New Business

Action Item

**Authorization to Enter into a Memorandum of Understanding with
Santee School District for Education for Homeless Children and Youth
Consortium Grant**

The Education for Homeless Children and Youth (EHCY) Consortium Grant addresses the educational needs of students identified as lacking permanent housing as identified by McKinney-Vento legislation for schools. The District, in order to complete the requirements of the grant, has formed a partnership with Santee School District.

Goals for the grant include:

- Staff training to understand and help homeless children succeed
- To increase attendance and connection to school for identified homeless students
- Increase collaboration and connection with community partners that serve homeless families
- Working with homeless families to connect them to resources in the community

All staff will receive a brief presentation of the McKinney-Vento Act and the goals to removing the barriers homeless children and families experience to achieving an education. All school staff and bus drivers will be trained in “Trauma Informed Care” to better understand the effects of trauma in a child’s life and the impact it has on learning and connecting to school. This is a 3-year grant that will train one-third of all school staff each year.

The grant will also pay for a 2-day school social worker to work with homeless families. The school social worker will work to expand the District’s connection with agencies and resources available to our homeless families and expedite their ability to benefit from these resources.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached Memorandum of Understanding with Santee School District.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Santee School District
AND
La Mesa Spring Valley School District (LMSV)**

This is a Memorandum of Understanding between the Santee School District (“SSD”), and the La Mesa Spring Valley School District (“LMSV”) is entered into this 19th day of August, 2015 for the purpose of establishing a partnership to complete the requirements of the Education for Homeless Children and Youth (EHCY) consortium grant from California Department of Education (CDE Grant Number 15-14332-6836-01).

Purpose: The intent of the Memorandum of Understanding is to establish and maintain an effective working relationship between *SSD and LMSV* in order to address the educational needs of students identified as lacking permanent housing as defined by McKinney-Vento legislature for schools.

Project Scope: *The SSD/LMSV EHCY grant has these goal areas to*

- *Work with homeless families and connect them to resources.*
- Staff Training to understand and help homeless children succeed
- Increased attendance and connection to school for identified students
- Increased collaboration and connection with community partners that serve homeless families.

Work Plan: The following outlines the scope of work for the EHCY grant for both Districts.

Training

- All staff will be trained to understand how to help homeless students succeed.
- School Staff will be trained in trauma informed care by LMSV Homeless Liaison
- Bus drivers, health clerks and social workers/counselors in Santee will be trained by San Diego County Office of Education

Increased Attendance and Connection to School

- Homeless students attendance will increase to 96% for both Districts
- 75 families will receive additional support in LMSV and SSD and show a connection to school.

Collaboration and Connection

- District will connect to 10 additional community resources to support families.

Term: This Memorandum of Understanding shall commence on August 19, 2015 and end on June 30, 2018 or until terminated by mutual written consent of both parties.

SERVICES AND RESPONSIBILITIES

1. **SSD and LMSV agree to:**

- Complete all aspects of EHCY grant work plan.
- Assign or hire school social worker to work with homeless families.
- Work collaboratively with the Districts, school sites, and community providers to support students and their families.
- Share data and expertise with each other.
- Submit all required reports by designated due dates.
- Expend all funds as detailed in approved budget by June 30, 2016. The grantee must liquidate all legal obligations before it submits its final expenditure report due to the CDE on August 15, 2016 and each subsequent year. Carryover of EHCY funds is not allowed.
- Complete Assurances and Certifications located at the CDE website.
- Any budget changes in excess of 10% of approved budget amount by category require advanced approval.

2. *Santee School District (SSD)* shall be responsible to:

- Identify District level project coordinator for EHCY for the overall coordination and documentation of project activities;
- Work with assigned counselor to support families and staff
- Arrange for staff training in understanding the impact of homelessness on students and trauma informed care.
- Prepare all reports needed for EHCY.
- Release funding to LMSV as outlined by state agreement
- Provide payment to LMSV for \$40,000 during 2015-16 and additional years as identified in grant documents.
- Complete expenditure reports to be submitted to the CA Department of Education due in November, March, and August.
- Expend or obligate all funds by June 30, 2016 and each subsequent year. Final grantee Expenditure Report is due on August 2016.
- Project manager or designee to attend all mandatory EHCY meeting and trainings.

3. *La Mesa Spring Valley School District (LMSV):*

- Identify District level project coordinator for EHCY for the overall coordination and documentation of project activities
- Work with assigned school social worker to support families and staff
- Arrange for staff training in understanding the impact of homelessness on students and trauma informed care.
- Prepare all reports needed for EHCY.
- Complete expenditure reports to be submitted to CA Dept. of Education due November, March and August.
- Expend or obligate all funds by June 30, 2016. Final grantee Expenditure Report is due on August 15, 2016. Each subsequent year, funds must be obligated by June 30th and spent by August 15th of that year.
- Forms may be found on the CDE McKinney-Vento Homeless Act web page at <http://www.cde.ca.gov/sp/hs/mv/>.

- Project manager or designee to attend all mandatory EHCY meeting and trainings.

AMENDMENT

The original agreement may be amended by mutual consent of both parties; however, such amended agreements must be in writing and signed by both parties.

La Mesa Spring Valley School District

Santee School District

By (authorized signature)

By (authorized signature)

Name

Dr. Cathy Pierce

Name

Title

Superintendent

Date

Date

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

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

ITEM NUMBER: LS-2 New Business

Action Item

**Authorization to Enter into Special Education Master Contracts with
Banyan Tree Foundations Academy and Stein Education Center for the
2015-2016 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.

Authorization is requested for the approval of a special education master contract with Banyan Tree Foundations Academy, a nonpublic school, for one student in a not-to-exceed amount of \$60,000.00.

Authorization is requested for the approval of a special education master contract with Stein Education Center, a nonpublic school, for two students in a not-to-exceed amount of \$100,000.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/2016	\$677,500.00
Banyan Tree Foundations Academy	Not-to-Exceed \$ 60,000.00
Stein Education Center	Not-to-exceed \$100,000.00
Total encumbered cost for all nonpublic schools/agencies	\$837,500.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into special education master contracts with Banyan Tree Foundations Academy and Stein Education Center for the 2015-2016 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

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

ITEM NUMBER: LS-3 New Business **Action Item**
**Authorization to Enter into a Memorandum of Understanding with the
Tariq Khamisa Foundation**

The Tariq Khamisa Foundation (TKF) is a non-profit organization that seeks to transform at-risk youth into non-violent achieving individuals and create safe and productive schools.

The Tariq Khamisa Foundation's Safe School Model uses a restorative practice model. That model includes three components. The educational program component features class curriculum, violence impact assemblies and a coordinated campus presence. The community engagement component offers service projects, resource connections and parental contact. The individual program component provides mentoring and alternatives to suspension services. In addition, TKF's mentoring strategy incorporates a restorative practices approach focusing on peacemaking, problem solving and mediation to amend harm and prevent future incidents. TKF builds meaningful relationships with students to stabilize behavior, engage them in an active learning process and restore their sense of safety.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached Memorandum of Understanding with the Tariq Khamisa Foundation.

**AGREEMENT BETWEEN THE
LA MESA SPRING VALLEY SCHOOL DISTRICT
AND
TARIQ KHAMISA FOUNDATION**

This Agreement is entered into by and between the LA MESA SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, CA 91942, hereinafter referred to as "DISTRICT," and the TARIQ KHAMISA FOUNDATION, 9920 Pacific Heights Blvd., Suite 150, San Diego, CA, 92121 herein referred to as "PROVIDER."

RECITALS

WHEREAS, PROVIDER conducts the TKF Safe School Model that incorporates a continuum of proven effective prevention interventions, herein after referred to as the "PROJECT". The PROVIDER will implement the Safe School Model, a wraparound intervention that includes mentoring, assemblies, curriculum, advocacy, community engagement, educational and family oriented services to at-risk youth referred by school administrators and staff, and other community partners, parents, peers and self. Services can take place at school, home and/or in community settings. PROJECT services will be provided at selected DISTRICT middle school with the option to add school sites during the term of this agreement; and

NOW, THEREFORE, DISTRICT and PROVIDER agree as follows:

**I.
TERM**

The term of this Agreement shall commence on August 10, 2015, and shall end August 11, 2017 subject to the provisions of Section VI.

**II.
RESPONSIBILITIES OF PROVIDER**

The PROVIDER agrees to the following:

A. PROVIDER will:

1. Conduct the PROJECT to implement evidence based mentoring interventions, and other individual, educational and community engagement direct services identified in the Safe School Model diagram and detailed description provided as Attachment 1 of this Agreement.
2. Place qualified PROVIDER staff team to provide mentoring, services, and educational programs to at-risk students at the identified school sites enrolled in grades 4 through 8.
3. Provide a team comprised of two Mentors and a curriculum Facilitator to be placed at the selected school site.
4. Provider will complete a Live Scan background check and Tuberculosis (TB) screening in compliance with DISTRICT volunteer application and background clearance processes. Final clearance documents will also be provided to the DISTRICT.

5. PROVIDER staff will coordinate on campus model activities based on restorative practice principles. These activities shall include Violence Impact Assemblies, facilitated in-class curriculum with grades to be determined by partnering school, support general school activities, assist with suspension alternatives, and organize recreational and service events.
6. Conduct parent/guardian presentations to enhance parents' school involvement, awareness of TKF services, and parent understanding of restorative practices.
7. Provide DISTRICT with accurate and up-to-date contact information.
8. Facilitate all activities with students in accordance with school site accommodations, availability and scheduling.
9. Comply with all DISTRICT policies and procedures.
10. All contact with DISTRICT students and parents is limited to school parameters and must be approved by the DISTRICT or school site prior to its planned occurrence.
11. Collect student information and monitor student progress through PROVIDER data collection instruments. PROVIDER'S current data collection instruments are provided in Attachment 4 of this Agreement.
12. PROVIDER will conduct an evaluation of the impacts of the Safe School Model implementation within the DISTRICT. Provider will contract with a third-party evaluator to conduct the evaluation process.
13. PROVIDER will conduct resource development activities for the funding of the model during the agreement period. The DISTRICT will support the PROVIDER'S resource development strategies. At the end of the agreement both parties will explore revenue streams to continue the PROJECT.

III. RESPONSIBILITIES OF DISTRICT

The DISTRICT agrees to the following:

- A. DISTRICT will:
1. Provide PROVIDER with accurate and up-to-date contact information.
 2. Attend PROVIDER meetings as needed and appropriate to ensure program success.
 3. Be a conduit for communication between parties and identified school site.
 4. DISTRICT will conduct placement site orientation for PROVIDER staff and will assist with evaluation tasks and reports.
 5. Provide on-campus office space for PROVIDER staff who works with students at the school site.

6. Designate a PROJECT contact person and provide this information to the PROVIDER. The contact person will assist with implementing all aspects of the model's services, monitor PROJECT progress, and serve as liaison between PROVIDER and DISTRICT.
7. Provide PROVIDER with requested school and individual student data to assess and evaluate PROJECT. PROVIDER report summarizing student data and evaluation results will be provided to the DISTRICT.

**IV.
APPLICABLE LAW**

It is expressly understood and agreed by PROVIDER and DISTRICT that the law of the State of California shall govern them and the interpretation of this Agreement, and that any litigation brought because of or involving the Agreement, shall be initiated exclusively in the courts of the State of California.

All terms and conditions and provisions hereof shall insure to and shall bind the parties hereto their respective successors-in-interest and assigns.

**V.
AMENDMENT**

No changes in the responsibilities of DISTRICT and/or PROVIDER to be performed hereunder shall become effective until mutually agreed upon by the DISTRICT and PROVIDER in writing. Such changes as are mutually agreed to by the DISTRICT and PROVIDER which require additional services or a reduction in services under the Agreement as provided herein shall be incorporated in written amendments to this Agreement.

**VI.
TERMINATION**

This Agreement may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days written notice from any party. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortuous conduct.

**VII.
ASSIGNMENT**

Neither PROVIDER nor DISTRICT may assign and/or transfer any interest in or rights to or obligations made to this Agreement, or use the other's name or any corporate or business name that is reasonably likely to suggest that the two are related without in each case first obtaining the written consent of the other party.

**VIII.
FINGERPRINT CLEARANCE**

Under Education Code, Section 45125.1, PROVIDER and its subcontractors shall ensure that all employees working with the La Mesa Spring Valley School District obtain fingerprint background

clearance through the California Department of Justice screening process: PROVIDER will ensure that subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code, Section 44830.1 (c)(1), or sex offense as defined in Education Code, Section 44010 or controlled substance offense as defined by Education Code, Section 44011.

**IX.
TUBERCULOSIS EXAMINATION**

PROVIDER and its subcontractors shall ensure that all employees working with the La Mesa Spring Valley School District will provide a tuberculosis (TB) certificate of clearance prior to commencing initial employment. PROVIDER will ensure that subcontractors will not place any person at a school without a valid TB certificate on file showing the employee was examined and found to be free from active tuberculosis, as defined in Education Code, Section 49406.1 (a).

**X.
INSURANCE**

The PROVIDER shall not commence work nor shall it allow any subcontractor(s) to commence work under this contract until it has obtained and submitted to the DISTRICT all required insurance hereunder and certificates evidencing such insurance. Liability and Automobile carriers shall possess a current Best's Key Rating of A minus (A-) or better:

A. General

1) As specified below, the PROVIDER shall maintain, or cause to be maintained, such insurance as will protect him and the DISTRICT from claims under Workers' Compensation Acts, and such general liability insurance as will protect him and the DISTRICT from claims or damages for personal injury, including death, and damage to property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor(s) or anyone directly or indirectly employed by either of them.

2) Certificate of Insurance

a) Certificates of Insurance shall be filed with the District prior to commencing agreement.

b) Certificates shall have included the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the La Mesa Spring Valley School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice." Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the Insurance applies, expiration date, and the cancellation and reduction notice.

B. Workers' Compensation Insurance

1) The PROVIDER shall provide, during the life of this contract, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site

of the project, and, in case any of its work is sublet, the PROVIDER shall require the subcontractor(s) similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the PROVIDER'S insurance.

- 2) In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the PROVIDER shall provide or shall cause a subcontractor(s) to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
- 3) A waiver of subrogation endorsement in favor of the DISTRICT must also be provided.
- 4) The PROVIDER shall file with the DISTRICT certificates of insurance and all required endorsements.

C. Commercial General Liability and Automobile Insurance

- 1) The PROVIDER shall maintain during the life of this contract, Commercial General Liability and Automobile Insurance to protect him and the DISTRICT from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth.
- 2) Amounts of Insurance:
 - a) Commercial General Liability (including operations, products and completed operations) \$2,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury, personal injury and property damage. If insurance is on a claims made policy, tail coverage for the duration of the warranty must be provided.
 - b) Automobile Liability including Owned, Non-owned, Hired vehicles: \$1,000,000.00 per accident, combined single limits.
- 3) The La Mesa – Spring Valley School District, its employees, officers, agents and volunteers will be named as an additional insured, pursuant to a separate endorsement, on the commercial liability and automobile liability policies.
- 4) The PROVIDER will provide the DISTRICT with certificates of insurance and all required endorsements prior to commencing work. Copies of the PROVIDER'S current certificates of insurance are provided in Attachment 3 of this Agreement.
- 5) The PROVIDER shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage or comparable program of self-insurance.

The PROVIDER shall provide the DISTRICT with at least thirty (30) days' written notice before cancellation, or any reduction or material change in coverage. The PROVIDER shall provide the DISTRICT with a certificate of insurance at the DISTRICT's request.

**XI.
INDEMNIFICATION**

- A. To the fullest extent allowable by law, PROVIDER will defend, indemnify and hold harmless the DISTRICT, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, Section 45125.1 and/or disclosure of confidential information which might be obtained by PROVIDER during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.
- B. To the fullest extent allowable by law, DISTRICT will defend, indemnify and hold harmless the PROVIDER, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, Section 45125.1 and/or disclosure of confidential information which might be obtained by DISTRICT during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

**XII.
OWNERSHIP**

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and other materials or properties produced under this Agreement by the PROVIDER for the DISTRICT or by the DISTRICT for the PROVIDER shall be owned by the entity (DISTRICT or PROVIDER) that first owned it and/or caused the material to be generated through research and/or similar activities. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent right by the PROVIDER (if generated or owned by the DISTRICT), or in the United States or in any other country without the express written consent of the DISTRICT. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent right by the DISTRICT (if generated or owned by the PROVIDER), or in the United States or in any other country without the express written consent of the PROVIDER.

**XIII.
NOTICES**

Any notice permitted or required under the provisions of this Agreement shall be in writing and signed by the party giving or serving the same and either in person or delivered by certified mail, addressed to the party as follows:

PROVIDER:
Tasreen Khamisa
Executive Director
Tariq Khamisa Foundation
9920 Pacific Heights Blvd., Suite 150
San Diego, CA 92108

DISTRICT:
Brian Marshall
Superintendent
La Mesa Spring Valley School District
4750 Date Avenue
La Mesa, CA 91942

**XIV.
COMPENSATION**

There is currently no cost to the DISTRICT for services provided under the terms of this agreement. PROVIDER has provided the PROJECT budget as Attachment 2 of this Agreement. The DISTRICT will assist the PROVIDER in pursuing funding opportunities for the PROJECT to support and expand its services.

**XV.
CONFIDENTIALITY OF STUDENT DATA**

The PROVIDER agrees to comply with the Family Educational Rights and Privacy Act of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and the DISTRICT (including but not limited to Administrative Regulation and Procedures No. 6525 and 6527) to the end that the rights and privacy of the students enrolled in the DISTRICT and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the DISTRICT. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that:

- A. No identification of students or their parent(s)/guardian(s) by persons other than representatives of the PROVIDER is permitted.
- B. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.
- C. No access to individual student data shall be granted by the PROVIDER to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the DISTRICT or representatives of the PROVIDER, so long as those persons have a legitimate interest in the information.
- D. The PROVIDER recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the DISTRICT shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by the PROVIDER. This assurance is binding on the PROVIDER and such persons as may be employed by the PROVIDER to assist in any phase of the contractual obligation to the DISTRICT.

**XVI.
DIVERSITY PROGRAMS**



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AGREEMENT ATTACHMENTS

ATTACHMENT 1: TKF Safe School Model Diagram and Description

ATTACHMENT 2: TKF Model Budget

ATTACHMENT 3: TKF Liability Insurance

ATTACHMENT 4: TKF Forms

AGREEMENT BETWEEN THE
LA MESA SPRING VALLEY SCHOOL DISTRICT
AND
TARIQ KHAMISA FOUNDATION

MOU ATTACHMENT 1

TKF SAFE SCHOOL MODEL
DESCRIPTION



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Objectives of the TKF Class Curriculum

- Engage students through instruction that develops problem solving skills, cooperative behaviors, and promotes nonviolence
 - Conduct age appropriate classroom activities that practice effective communication skills, encourage collaborative peer relationships, and offer reflection on one's actions and missteps
- Promote positive change and growth within all students on the campus
- Encourage ongoing civic responsibility and positive community engagement
- Support the California Common Core State Standards for student instruction

CURRICULUM TOPICS

- Understanding the impacts and consequences of misconduct, violence, and crime
- Accountability and taking responsibility for actions
- Transformative decision making processes
- Making amends and forgiveness
- Importance of building positive relationships
- Civic engagement and practicing peace

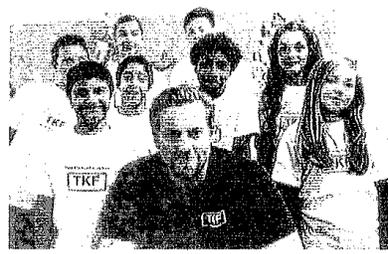


TKF's curriculum is a researched, cognitive development strategy that has grown from the organization's history of successfully delivering violence prevention educational programming in local schools. Over the last fifteen years TKF has developed that has been successfully facilitated with thousands of students. The Restorative Practice Curriculum is designed to be an introductory exercise for schools utilizing restorative practices as a means to address student issues, disciplinary problems, and supporting student's needs.

TKF Mentoring

An Individualized Student Prevention Program

TKF Mentoring is a school-based prevention program designed to assist and support students most at risk for violence. Mentoring is a nationally recognized strategy proven to reduce violence, school failure, delinquency, and other risky behaviors. TKF mentors provide the individualized attention and guidance some students need to improve their academic performance, increase homework completion, reduce school infractions, and improve attendance. Our mentoring strategy incorporates a restorative practices approach that is focused on peacemaking, problem solving, and mediation to amend harm and prevent future misconduct incidents.



TKF mentors build meaningful relationships with students to stabilize their behaviors, engage them in an active learning process, and restore their sense of safety. Mentor services focus on advocacy, educational assistance, life skills, and positive school/community engagement. Working with

caseloads of 10 to 15 students, mentors provide multiple weekly contacts through one-on-one meetings, group activities, and classroom monitoring. TKF primarily aims its mentoring at middle school students. TKF identifies this target population because national research has identified the adolescents ages, between 11 and 13, as the peak onset time for youth violence and therefore the primary time for prevention. This is the age when violent acts such as bullying, defiance and fighting are at their highest levels.

Objectives of the TKF Mentoring

- Provide children with positive role models
- Deliver timely and effective interventions that address the challenges and stressors that place children at-risk for violence and misconduct behaviors
- Assist children in engaging in their academic achievements
- Teach and practice life skills that help children become positive decision makers and peace ambassadors
- Organize and supervise participation in positive alternatives
- Support schools with programming that can serve as an alternative to student suspensions

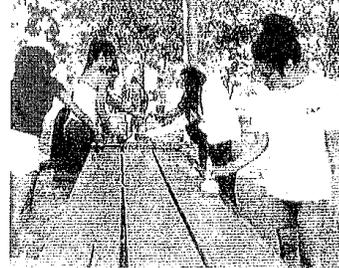


TKF mentors are supervised in their efforts through school site visits, monitoring student service plans, and tracking weekly contacts to ensure mentored students receive adequate attention monthly. To evaluate our impacts, TKF tracks service delivery data, collects student questionnaire and conducts an analysis of school records on student behaviors. We examine our achievements in reducing truancy and misconduct incidents. Recent results demonstrated misconduct (suspensions and referrals) levels were reduced by 67% and truancy was reduced by 72% for TKF mentored students. Since 2008, TKF has mentored 2,500 students in 21 schools across San Diego County.

Other TKF Services

Supporting Campus Safety and Community Involvement

- Coordinated campus presence
- Support and facilitate on-campus suspension programs
- Organize recreational and community service events
- Outreach to parents
- Community resource referrals and assistance



TKF operates as a valued campus resource when partnering with a school. TKF staff assists with in-school suspensions, parent programs, school events, peer mediation, off campus field trips, lunch monitoring, general campus security, and community outreach.

We often coordinate after-school recreational activities. To further support our restorative approach, TKF organizes community service projects for student participation. We involve youth in volunteering to promote responsible citizenship, proactive community participation, and leadership skills. Our community service projects have included cleaning up beaches, trails, or parks, letters for the military, cards for senior citizens, and feeding the homeless. TKF also connects families with community resources to further support their needs. We organize after-school events to keep students engaged and participating in positive, structure activities.

To learn more on the TKF Safe School Model visit us at:

www.tkf.org

**AGREEMENT BETWEEN THE
LA MESA SPRING VALLEY SCHOOL DISTRICT
AND
TARIQ KHAMISA FOUNDATION**

**MOU ATTACHMENT 2
TKF PROJECT BUDGET**

TKF Safe School Model Field Study Program

La Mesa Spring Valley School District - Project Budget

CATEGORY/ITEM	NO.	Proposal Time Weekly	Proposal Expense	Project Support	Total	Budget Narrative
PERSONNEL EXPENSES						
SALARIES						
TKF Project Supervision	1	10 Hours	4,000	6000	10,000	Mentor training, coaching, supervision and monitoring
TKF Facilitator	1		2,500	500	3,000	TKF personnel responsible for on campus model classroom facilitation of TKF curriculum.
TKF Mentors	2	30 Hours	33,600	0	33,600	TKF personnel responsible for on campus model activities including mentoring and school involvement
Salaries Total	4		\$40,100	\$6,500	\$46,600	
BENEFITS						
TKF Project Supervision		Percentage of Salary	800	1,200	2,000	
TKF Mentors		12%	4,812	0	4,812	Benefits may include Unemployment, FICA/OASDI, Social Security/Medicare, Workers Compensation, and HR fees
Benefits Total			\$5,612	\$1,200	\$6,812	
TOTAL PERSONNEL			\$45,712	\$7,700	\$53,412	
NON-PERSONNEL EXPENSES						
General Supplies			307	700	1,007	Paper, journals, pens, curriculum materials, printing and general office supplies.
Travel Mileage			600	600	1,200	Mileage reimbursement for staff
Youth Incentives			1000	1,000	2,000	Games, craft supplies, youth t-shirts, wristbands, prizes, sports equipment, snacks, beverages, and recreation admissions for supporting students activities and incentives
Assembly Support				1,500	1,500	Printing, logistics, and speakers for school assemblies
Project Evaluation			0	8500	8,500	Third party data analysis and reporting
TOTAL NON-PERSONNEL			\$1,907	\$12,300	\$14,207	
TOTAL PROJECT SUBTOTAL			\$47,619	\$20,000	\$67,619	
Administrative Overhead		5.0%	\$2,381		\$2,381	
TOTAL PROJECT EXPENSE			\$50,000	\$20,000	\$70,000	



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- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

- 4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY - DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner; or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D -- Liability and Medical Expenses Limits of Insurance.

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (Expanded Personal and Advertising Injury) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F, Liability and Medical Expenses Definitions, Item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**AGREEMENT BETWEEN THE
LA MESA SPRING VALLEY SCHOOL DISTRICT
AND
TARIQ KHAMISA FOUNDATION**

MOU ATTACHMENT 4

**TKF DATA COLLECTION
INSTRUMENTS**



Safe Schools Model YOUTH INTAKE

Enrollment Date:	School:	Grade Level:					
YOUTH PROFILE							
Name:		Date of Birth: Age:					
Home Address:		Home Zip Code:					
Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Home Phone:					
Race/Ethnicity:	<input type="checkbox"/> Hispanic/Latino	<input type="checkbox"/> White <input type="checkbox"/> Asian					
	<input type="checkbox"/> African Amer./Black	<input type="checkbox"/> Native American <input type="checkbox"/> Pac. Islander					
	<input type="checkbox"/> Pilipino	<input type="checkbox"/> Other _____					
Primary Language	<input type="checkbox"/> English <input type="checkbox"/> Spanish	<input type="checkbox"/> Other _____					
EDUCATIONAL HISTORY							
	No	Yes	Uk		No	Yes	Uk
School Disciplinary Referrals				Suspension			
Academic Difficulties				Expelled			
Community Service				Truancy			
Extra Curricular Involvement				Special Ed			
Limited English Proficiency				Dropout Risk			
HOUSEHOLD INFORMATION							
Guardian:				Relationship:			
Guardian Contact:				Household Size:			
Household Status	<input type="checkbox"/> One Caretaker	<input type="checkbox"/> Two Caretakers					
Primary Household Language	<input type="checkbox"/> English	<input type="checkbox"/> Spanish		<input type="checkbox"/> Other _____			
Is Guardian Youth's Birth Parents?				No	Yes	Uk	
Is A Household Member Active Military?				No	Yes	Uk	
Does Youth Qualify For Free Or Reduced Lunch?				No	Yes	Uk	
BEHAVIOR HISTORY & HOUSEHOLD RISK							
Individual Risk Factors	No	Yes	Uk	Individual Risk Factors	No	Yes	Uk
Gang Involvement				Family Gang Involvement			
Violent Behavior				Significant Trauma/Loss			
Anger/Defiant				Poor Family Management			
Alcohol Use/Abuse				Incarcerated Fam. Member			
Street Drug Use/Abuse				CPS Involvement			
Physical Abuse				Public Assistance			
Threatening Others				Law Enforcement Involved			
Probation/ Juv. Hall				Foster Care			
Homelessness				Runaway			
Health Issue/Disability				Mental Health Issues			
Assigned Staff:				Student ID Code:			
Previous TKF Services:	<input type="checkbox"/> No			Date Entered:			
	<input type="checkbox"/> Yes						



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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

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

ITEM NUMBER: LS-4 New Business **Action Item**
**Authorization to Enter into an Amended Medi-Cal Billing Services
Agreement with San Joaquin County Office of Education**

At the June 16, 2015 Board meeting authorization was granted to enter into a Billing Services Agreement with San Joaquin County Office of Education to provide Medi-Cal billing reimbursement for employees overseeing and providing health-related services to students on IEPs, including the La Mesa-Spring Valley Healthy Start program.

The original Agreement had a termination date of December 1, 2015. The amended Agreement has a termination date of December 1, 2018.

ADMINISTRATIVE RECOMMENDATION

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

DEPARTMENT OF HEALTH CARE SERVICES

AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and La Mesa Spring Valley School District (parties) enter into this Agreement to comply with the following specific sections. This Agreement shall be binding on any successors to the parties.

1. This Agreement is by and between the California Department of Health Care Services and La Mesa Spring Valley School District (User(s)).
2. This Agreement addresses the conditions under which DHCS will disclose and the User(s) will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to the User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement shown in Section 22.
3. The parties mutually agree that the following named individuals are designated as "Custodians of the Files" on behalf of the User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. The User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

Laura Missimer
Name of Custodian of Files

Coordinator II
Title/Component

San Joaquin County Office of Education
Company/Organization

2901 Arch Airport Road
Company Address

Stockton, CA 95206
City/State/Zip

209-468-9012, lmissimer@sjcoe.net
Phone Number / Email Address

4. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

Cheryl Ward

Local Educational Agency (LEA) Medi-Cal Billing Option Program

(916) 552-9274

Cheryl.Ward@dhcs.ca.gov

5. The parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Files

Attachment B: SSA Agreement

Attachment C: Security Controls

Attachment D: Notification of Breach

Attachment E: Certificate of Destruction

6. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: Data is released to LEAs for the purpose of verifying Medi-Cal eligibility of the beneficiaries. Services are being provided to special needs students, and prior to services being rendered LEAs are obligated to verify the students' (beneficiaries') eligibility. We have determined that the data listed in Attachment A is the minimum amount needed for this purpose.
7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations), the Final Omnibus Rule, the provisions of the California Information Practices Act, Civil Code section 1798 *et. seq.*, 42 CFR Part 2, and the provisions of other applicable federal and state law. User(s) specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User(s) also specifically agree they will not use any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided in this Agreement.
8. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

User Initial: _____

- a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code section 1798.29.
 - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
 - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.
9. The User(s) represent and warrant that, except as DHCS shall authorize in writing, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. The User(s) agrees that, within the User(s)' organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User(s) shall not use the information to identify or contact any individuals.

10. The User(s) agree to notify DHCS within 30 days of the completion of the purpose specified in section 6. Upon such completion, the User(s) shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User(s) shall certify the destruction of the file(s) in writing within 30 days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in section 4. The User(s) agree that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in section 4.
11. The User(s) agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User(s) also agree to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. If the data obtained by User(s) from DHCS includes data provided to DHCS by the Social Security Administration (SSA), User(s) shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. In addition, the User(s) agree to comply with the specific security controls enumerated in Attachment C of this Agreement. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide DHCS data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information.
12. The users acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164, of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq. and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an

audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User(s) with respect to such information.

13. The User(s) agree to report to DHCS any use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure as specified in Attachment D, Notification of Breach, of this Agreement.
14. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User(s) shall observe the following requirements.
 - a) User(s) shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
 - b) User(s) shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.
16. The User(s) acknowledge that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
17. By signing this Agreement, the User(s) agree to abide by all provisions set out in this Agreement and in Attachments B, C and D and for protection of the data file(s) specified in this Agreement, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User(s) agree that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.

18. This Agreement shall terminate at the time of the completion of the project which is described in paragraph 6, or on December 1, 2018, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
19. Termination for Cause. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.
20. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
21. The Custodian, as named in Section 3, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User(s), and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User(s).

Laura Missimer

Name of Custodian of File(s)

Coordinator II

Title/Component

Signature

Date

User Initial: _____

22. On behalf of the User(s), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Brian Marshall

Name

Superintendent

Title/Component

La Mesa Spring Valley School District 1356566038

Company/Organization

NPI Number

4750 Date Avenue

Company Address

La Mesa, CA 91942

City/State/ZIP

619-668-5700, brian.marshall@lmsvsd.net

Phone Number / Email Address

Signature

Date

23. On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of DHCS Representative

Title/Component

Signature

Date

User Initial: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

Action Item

The Human Resources recommendations which are attached for consideration at the August 18, 2015, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations – August 18, 2015

CERTIFICATED:

Approval of Contract:

Albut, Kimberly	Teacher (probationary)	VI-11	08/10/15
Baker, Molly	Speech-Language Pathologist (temporary)	IV-10	08/10/15
Bast, Deborah	Special Education Teacher (temporary)	I-01	08/10/15
Brill, Caleb	Special Education Teacher 50% (temporary)	I-01	08/10/15
Belasco, Kimberly	Teacher (temporary)	I-01	08/10/15
Lopez, Danielle	Teacher (temporary)	I-01	08/10/15
Lucatuorto, Gina	Teacher (temporary)	I-01	08/10/15
Moskus, Michael	Special Education Teacher (temporary)	I-01	08/10/15
Ramirez, Amanda	Special Education Teacher (temporary)	I-01	08/10/15
Trahan, Rachel	Special Education Teacher (temporary)	I-01	08/10/15

Approval of Acceptance of Resignation:

Brown, Erin	Speech-Language Pathologist (employment elsewhere)	IV-14	06/22/15
Loch, Merlin	Teacher (retirement)	IV-17	11/30/15

Leave of Absence:

Gideon, Monica	Teacher (employment elsewhere)	08/10/15-06/17/16
Kitaen, MaryEsther	Teacher (family responsibilities)	08/10/15-10/16/15

Approval of Contract Revision:

Skeels, Jennifer	From: 90%	To: 100%	08/10/15
Smith, Melanie	From: 80%	To: 100%	08/10/15

CLASSIFIED:

Approval of Employment – Merit System:

Aragon, Lissa	Health Technician	34-A	08/05/15
Avalos, Briyith	Occupational Therapist	111-F	08/11/15
Battou, Sally	School Bus Attendant	18-A	08/11/15
Jones, Amber	Paraprofessional-Special Education	21-A	08/11/15
Lackey, Kelly	Licensed Vocational Nurse	56-A	08/11/15
Muller, Dena	Paraprofessional-Special Education	21-A	08/11/15
Penfold, Heather	Paraprofessional-Special Education	21-A	08/11/15
Raynes Fecher, Erika	Paraprofessional-Special Education	21-A	08/11/15
Sharrieff, Michelle	Library and Learning Resources Technician	31-A	08/04/15

Approval of Employment:

Algmilas, Rhonda	Playground Attendant	\$9.18/hr	08/11/15
Bailey, Kendal	Extended School Services Attendant	\$10.54/hr	08/10/15
Balbuena, Andres	Extended School Services Attendant	\$10.54/hr	08/10/15

Barno, Bashara	Extended School Services Attendant	\$10.54/hr	08/10/15
Broussard, Anthony	Extended School Services Attendant	\$10.54/hr	08/10/15
Cano, Ian	Extended School Services Attendant	\$10.54/hr	08/10/15
Chandler, Derrick	Extended School Services Attendant	\$10.54/hr	08/10/15
Everson, Callie	Extended School Services Attendant	\$10.54/hr	08/10/15
Fitts, Haley	Extended School Services Attendant	\$10.54/hr	08/10/15
Flores Campos, Precilla	Extended School Services Attendant	\$10.54/hr	08/10/15
Graham, Steven	Extended School Services Attendant	\$10.54/hr	08/10/15
Hernandez, Nathalie	Extended School Services Attendant	\$10.54/hr	08/10/15
Humphreys, Charlene	Playground Attendant	\$9.18/hr	08/11/15
Johnston, Joshua	Extended School Services Attendant	\$10.54/hr	08/10/15
Lenart, Cassandra	Extended School Services Attendant	\$10.54/hr	08/10/15
Lopez, Samantha	Extended School Services Attendant	\$10.54/hr	08/10/15
Morales, Trent	Extended School Services Attendant	\$10.54/hr	08/10/15
Moya, Dawn	Playground Attendant	\$9.18/hr	08/11/15
Munoz, Amaris	Student Helper	\$10.52/hr	08/11/15
Nava, Marina	Playground Attendant	\$9.18/hr	08/11/15
Nelson, Mylisa	Extended School Services Attendant	\$10.54/hr	08/10/15
Nevarez, Ashleigh	Extended School Services Attendant	\$10.54/hr	08/10/15
Ojeda II, Vincent	Extended School Services Attendant	\$10.54/hr	08/10/15
Platt, Sarah	Extended School Services Attendant	\$10.54/hr	08/10/15
Plazola, Claudia	Playground Attendant	\$9.18/hr	08/11/15
Rodriguez, Victoria	Extended School Services Attendant	\$10.54/hr	08/10/15
Ruiz, Andrew	Extended School Services Attendant	\$10.54/hr	08/10/15
Russell, Eddie	Extended School Services Attendant	\$10.54/hr	08/10/15
Sanchez, Arlette	Extended School Services Attendant	\$10.54/hr	08/10/15
Sanferrare, Justine	Extended School Services Attendant	\$10.54/hr	08/10/15
Wessels, Morgan	Extended School Services Attendant	\$10.54/hr	08/10/15
Yazakel, Eleana	Extended School Services Attendant	\$10.54/hr	08/10/15

Approval of Termination of Employment – Merit System:

Barkley, Shane	Paraprofessional-Special Education (employment elsewhere)	21-C	06/22/15
Jester, Cindy	Health Aide (moving from area)	24-F	08/11/15
Sheldon, Debra	School Office Assistant (resigned)	34-C	08/05/15

Approval of Termination of Employment:

Penfold, Heather	Extended School Services (end of temporary assignment)		08/10/15
Sharrieff, Michelle	Playground Attendant (end of temporary assignment)		06/22/15

Leave of Absence:

Zuniga, Ashly	Paraprofessional-Preschool (retraining and study leave)		08/11/15
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Approval of Rehire from 39-Month Reemployment List:

Loya, Edward	Skilled Maintenance Worker I	69-G	08/03/15
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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations **Action Item**
**Authorization to Contract with Colleges, Universities, and
Local High School Districts for Student Teaching and Professional
Training Programs, Including Work-Study Programs**

Each year, the District receives requests to assist with the professional training of teachers, counselors, speech-language pathologists, and psychologists for various colleges, universities and local high school districts. These institutions are:

- Alliant International University
- Azusa Pacific University
- Brandman University
- California State University, Fullerton
- California State University, Northridge
- California State University, San Marcos
- Chapman University
- Grand Canyon University
- Grossmont-Cuyamaca Community College District
- Grossmont Union High School District
- Ithaca College
- La Sierra University
- National University
- Northern Arizona University
- Point Loma Nazarene University
- San Diego Christian College
- San Diego State University
- Southwestern Community College
- University of California at San Diego
- University of Idaho
- University of Montana
- University of Phoenix
- University of San Diego
- University of South Dakota
- University of Southern California
- Valdosta University
- Western Governors University

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize staff to enter into contracts as needed with the colleges, universities and high school districts listed.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations
Certification of Managers as Competent to Evaluate Teachers

Action Item

Pursuant to Board Policy 4115, Evaluations/Supervision, Personnel (attached), the Board is advised of the continuous professional training of managers and certification of their competency as evaluators.

A completed certificate is included in each manager's personnel file. As an illustration of this process, attached for the Board's information are checklists for new managers Noelle Suffield, Jon McEvoy, and Lori Tan.

All previously certificated managers (attached) continue to prove competency and recertification is unnecessary.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board review Board Policy 4115, and approve Noelle Suffield, Jon McEvoy, and Lori Tan as competent to evaluate teachers.

La Mesa-Spring Valley SD

Board Policy

Evaluation/Supervision

BP 4115

Personnel

The Governing Board believes that regular, comprehensive evaluations designed to hold instructional staff accountable for their performance are key to improving their teaching skills and raising students' levels of achievement.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4315 - Evaluation/Supervision)

Evaluations shall be used to recognize the exemplary skills and accomplishments of staff and to identify areas needing improvement. When areas needing improvement are identified, the Board expects employees to accept responsibility for improving their performance and encourages them to take initiative to request assistance as necessary, including participation in appropriate staff development and/or individualized teacher support and guidance programs.

(cf. 4117.4 - Dismissal)

(cf. 4117.6 - Decision Not to Rehire)

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

The Superintendent or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria: (Education Code 44662)

1. Students' progress toward meeting district standards of expected achievement for their grade level in each area of study and, if applicable, towards the state-adopted content standards as measured by state-adopted criterion-referenced assessments

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

2. The instructional techniques and strategies used by the employee

3. The employee's adherence to curricular objectives

4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities

With the agreement of the exclusive representative of the certificated staff when applicable, the

Superintendent or designee may incorporate objective standards from the National Board for Professional Teaching Standards and/or the California Standards for the Teaching Profession into district evaluation standards.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4140/4240/4340 - Bargaining Units)

The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests. (Education Code 44662)

Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)

The Superintendent or designee shall ensure that evaluation ratings have uniform meaning and are uniformly applied throughout the district.

Legal Reference:

EDUCATION CODE

33039 State guidelines for teacher evaluation procedures

35171 Availability of rules and regulations for evaluation of performance

44660-44665 Evaluation and assessment of performance of certificated employees (the Stull Act)

GOVERNMENT CODE

3543.2 Scope of representation

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

7801 Definition of highly qualified teacher

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

Policy LA MESA-SPRING VALLEY SCHOOL DISTRICT

adopted: February 3, 2015 La Mesa, California

La Mesa-Spring Valley School District

Management Evaluation Competency Worksheet

When approved by the Board of Education, this document shall constitute a Certificate of Competency in the evaluation of teachers in accordance with District Policy 4115. It shall be placed in the management employee's file.

<u>Demonstrated Knowledge</u>	<u>Evaluator</u>	<u>Date</u>
1. Evaluation procedures of the District	Tina Sardina	7/31/15
2. Standards of expected pupil achievement	Tina Sardina	7/31/15
3. Effective teaching characteristics	Tina Sardina	7/31/15
4. District curriculum objectives	Tina Sardina	7/31/15
5. Effective leadership characteristics	Tina Sardina	7/31/15
6. Effective learning environment characteristics	Tina Sardina	7/31/15

<u>Demonstrated Competency</u>	<u>Evaluator</u>	<u>Date</u>
1. Effective teaching characteristics	Tina Sardina	7/31/15
2. Supervision and evaluation practices	Tina Sardina	7/31/15

Professional Training Program

Principals receive training at Learning Leaders and attend various conferences focusing on Common Core Standards, instructional strategies, assessment, and both academic and behavior interventions.

District Sponsored

Training in evaluation of teachers is included in the following: 1) FRISK Training, 2) Contract Management seminars.

Additional

Ongoing supervision/evaluation with the Assistant Superintendent, Human Resources and the Assistant Superintendent, Learning Support.

I hereby certify **Noelle Suffield** is competent to evaluate District teaching personnel.

Tina L. Sardina
Assistant Superintendent, Human Resources

Date

La Mesa-Spring Valley School District

Management Evaluation Competency Worksheet

When approved by the Board of Education, this document shall constitute a Certificate of Competency in the evaluation of teachers in accordance with District Policy 4115. It shall be placed in the management employee's file.

<u>Demonstrated Knowledge</u>	<u>Evaluator</u>	<u>Date</u>
7. Evaluation procedures of the District	Tina Sardina	7/31/15
8. Standards of expected pupil achievement	Tina Sardina	7/31/15
9. Effective teaching characteristics	Tina Sardina	7/31/15
10. District curriculum objectives	Tina Sardina	7/31/15
11. Effective leadership characteristics	Tina Sardina	7/31/15
12. Effective learning environment characteristics	Tina Sardina	7/31/15

<u>Demonstrated Competency</u>	<u>Evaluator</u>	<u>Date</u>
3. Effective teaching characteristics	Tina Sardina	7/31/15
4. Supervision and evaluation practices	Tina Sardina	7/31/15

Professional Training Program

Principals receive training at Learning Leaders and attend various conferences focusing on Common Core Standards, instructional strategies, assessment, and both academic and behavior interventions.

District Sponsored

Training in evaluation of teachers is included in the following: 1) FRISK Training, 2) Contract Management seminars.

Additional

Ongoing supervision/evaluation with the Assistant Superintendent, Human Resources and the Assistant Superintendent, Learning Support.

I hereby certify **Jon McEvoy** is competent to evaluate District teaching personnel.

Tina L. Sardina
Assistant Superintendent, Human Resources

Date

La Mesa-Spring Valley School District

Management Evaluation Competency Worksheet

When approved by the Board of Education, this document shall constitute a Certificate of Competency in the evaluation of teachers in accordance with District Policy 4115. It shall be placed in the management employee's file.

<u>Demonstrated Knowledge</u>	<u>Evaluator</u>	<u>Date</u>
13. Evaluation procedures of the District	Tina Sardina	7/31/15
14. Standards of expected pupil achievement	Tina Sardina	7/31/15
15. Effective teaching characteristics	Tina Sardina	7/31/15
16. District curriculum objectives	Tina Sardina	7/31/15
17. Effective leadership characteristics	Tina Sardina	7/31/15
18. Effective learning environment characteristics	Tina Sardina	7/31/15
<u>Demonstrated Competency</u>	<u>Evaluator</u>	<u>Date</u>
5. Effective teaching characteristics	Tina Sardina	7/31/15
6. Supervision and evaluation practices	Tina Sardina	7/31/15

Professional Training Program

Principals receive training at Learning Leaders and attend various conferences focusing on Common Core Standards, instructional strategies, assessment, and both academic and behavior interventions.

District Sponsored

Training in evaluation of teachers is included in the following: 1) FRISK Training, 2) Contract Management seminars.

Additional

Ongoing supervision/evaluation with the Assistant Superintendent, Human Resources and the Assistant Superintendent, Learning Support.

I hereby certify **Lori Tan** is competent to evaluate District teaching personnel.

Tina L. Sardina
Assistant Superintendent, Human Resources

Date

La Mesa-Spring Valley School District

MANAGERS PREVIOUSLY CERTIFIED

<u>NAME</u>	<u>YEAR CERTIFIED</u>
Allmann, Michael	2004
Ashley, John	2008
Beason, Mary	2004
Belcher, Melody	2000
Cotter, Eileen	2006
Dean, Peter	1998
Galaif, Robin	2013
Hollis, Laura	2008
Holston, Elisa	2004
Jacobsen, Margaret	2014
James, Dana	2012
Libenguth, Kimberly	2013
Luibel, Jennifer	2009
Marshall, Brian	1998
Martinez, Natalie	2014
Miller, Gina	2013
Nelson, Kelli	2013
Newmark, Wendy	2008
Nisson, Kimberly	2013
Rabasco, Kelley	2011
Radenheimer, Virginia	2013
Robinson, Monica	2000
Sardina, Tina	1999
Serban-Lawler, Cara	2001
Smith, Andrew	2000
Thomas, Beth	2005
Walker, Karen	2005
Wood, Ronda	2004
Wright, Dana-Rae	2003

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
August 18, 2015**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations
Approval to Establish New Certificated Position and
Salary Schedule for School Social Worker

Action Item

In order to better serve the needs of our students and families, the position of School Social Worker would be established. The focus of the new position is to identify resources in the community and make appropriate referrals for support services to students and families.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the certificated position and salary schedule of School Social Worker, the typical duties set forth in the attached job description and attached salary schedule.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
CERTIFICATED – SUPPORT SERVICES

SCHOOL SOCIAL WORKER

PRIMARY FUNCTION:

Under the immediate supervision of the site administrator, and the technical supervision of the Coordinator of Student Interventions, shall be responsible for providing direct social services to students, families, and staff, as well as identifying resources within the community and making appropriate referrals for support services to students and families.

Professional Responsibilities

1. Comply with state and federal regulations regarding Child Protective Services, 504 Plans, and IDEA.
2. Maintain accurate records for students assigned to caseload; collect and analyze data as required.
3. Maintain awareness and understanding of current social service and educational trends and developments through professional literature, site, District, and SDCOE meetings, and school social worker conferences.
4. Maintain personal standards of grooming compatible with the contract.
5. Meet obligations as specified by Education Code and Board Policy.
6. Meet professional standards required of all school social workers.
7. Participate in Professional Learning Community work, as appropriate.
8. Participate in school and community-related activities.
9. Perform basic accounting and business services as required.
10. Share responsibility for the effective operation of the school program.

ESSENTIAL FUNCTIONS:

Social Services

1. Assess home, school, personal and community factors that effect a student's learning.
2. Work directly with families, school staff members and representatives of community agencies in child abuse and neglect cases.
3. Coordinate social services resources within and outside the school system for use by students, their families and school personnel.
4. Identify and provide intervention strategies for children and their families.
5. Consult with teachers, administrators and other school staff regarding social and emotional needs of students.
6. Assist school sites in developing a safe predictable learning environment, which promotes social comfort and focuses on student success.
7. Attend Student Study Team meetings, when appropriate.
8. Develop, submit, and implement an annual social services plan based on identified needs.

9. Participate, as appropriate, in the development of training programs for staff and families related to the social services and mental health needs of students.
10. Serve as a member of the site and district crisis team.
11. Participate with school staff in altering situations adversely affecting the personal, social-emotional and academic development of students.
12. Maintain effective records of student behavior in order to follow through with needed services.
13. Participate in program planning, including needs assessment and evaluation.
14. Attend meetings and conferences to stay current on the biological, psychological, sociological, and environmental factors which effect student learning.
15. Share social work knowledge and skills with parents, students, and staff in the areas of mental health, human behavior and child management.
16. Identify and develop social services resources within and outside the District.

Other Duties and Responsibilities

Under the direction of his/her supervisor, the school social worker may be assigned to:

1. Supervise students in classroom and out-of-classroom activities during the assigned work day.
2. Cooperate with District offices in distributing and collecting paperwork, e.g., notices, forms, surveys, to facilitate communication and adhere to laws and policies.

QUALIFICATION STANDARDS:

Ability - Above average recommendations from internship supervisors or other professionals who have observed the social worker's personal characteristics, scholastic attainment and work performance.

EDUCATION/CREDENTIALS:

Master's Degree in Social Work from a school accredited by the council on Social Work Education.

Pupil Personnel Services (PPS) Credential with School Social Worker Specialization.

WORKING CONDITIONS:

Indoor and outdoor work environment.

Driving between sites.

Physical Abilities:

Bending at the waist, kneeling, or crouching to assist students.

Dexterity of hands and fingers to operate a computer keyboard.

Hearing and speaking to exchange information in person and on the telephone.

Seeing to read, prepare, review and monitor students at student activities.

Sit or stand for extended periods of time.
Walking extended lengths to move around campus.

**La Mesa-Spring Valley School District
SOCIAL WORKER SALARY SCHEDULE**

Effective July 2015 (184 days)

CLASS	I	II	III	IV	V	VI	
	BA	BA + 15 units	BA + 30 units	BA + 45 units or MA	BA + 60 units or MA + 15	BA + 75 with MA or MA + 30	
Step	Annual	Annual	Annual	Annual	Annual	Annual	Step
1	52,291	52,291	52,291	52,291	52,291	52,291	1
2	52,291	52,291	52,291	52,291	52,291	52,291	2
3	52,291	52,291	52,291	52,291	52,291	54,415	3
4		52,291	52,291	52,291	54,072	56,929	4
5		52,291	52,291	53,111	56,266	59,425	5
6			52,291	54,998	58,467	61,934	6
7			53,111	56,887	60,664	64,438	7
8				58,773	62,866	66,956	8
9				60,664	65,064	69,461	9
10				62,552	67,260	71,959	10
11				64,438	69,461	74,471	11
12				66,329	71,660	76,985	12
13				68,227	73,852	79,095	13
14					75,433	82,688	14
15					75,737	83,286	15
16					77,178	85,148	16
17					78,336	86,425	17
18					79,511	87,721	18
19					80,703	89,037	19
20					81,914	90,372	20
21					83,143	91,728	21
22					84,390	93,104	22
23					85,656	94,501	23
24					86,940	95,918	24
25					88,245	97,357	25

8/7/2015

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: August 4, 2015**

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

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

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

ESTABLISHMENT OF QUORUM

Board members absent: None

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

It was moved by Turner, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of July 21, 2015, as presented.

**MINUTES
Approved as presented**

COMMUNICATIONS

COMMUNICATIONS

Copy of GASB 45 actuarial valuation report by Demsey Filliger & Associates

GASB 45 actuarial valuation

Memo from Barbara Martinez with information regarding the Salute to Teachers event in October

B. Martinez, Supt's Office
Salute to Teachers event

PowerPoint for the 2015 Actuarial Valuation Report

2015 Actuarial Valuation PPT

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding SDCOE LCAP Approval

K. Walker, Asst. Supt., LS
SDCOE LCAP approval

AGENDA

AGENDA

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

7/21/15 approved as presented

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.

REPORTS OF OFFICERS OF THE BOARD

REPORTS

The Governmental Accounting Standards Board Statement No. 45 (GASB 45) establishes standards for governmental employers to measure and report their costs and obligations related to other post-employment benefits (OPEB), such as retiree health benefits. This year the District negotiated the sunset of OPEB benefits, triggering a valuation of our plan. Previously, District retirees between 55-65 years who retired from PERS/STRS and completed at least 10 years of benefit-eligible service in the District qualified for District-paid premiums on select plans until 65. The phase-out will begin in July 2020 and will be eliminated by 2045. Short-term savings will be \$4 million, while long-term savings are expected to be more than \$20 million. David Feliciano, Assistant Superintendent, Business, presented the 2015 GASB 45 Actuarial Report and responded to clarifying questions.

2015 GASB 45
Actuarial Report

NEW BUSINESS

NEW BUSINESS

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

Consent Calendar
Approved

Purchase Orders July 8 through July 21, 2015 totaling \$6,694,216.10

Purchase Orders

Warrants July 8 through July 21, 2015 totaling \$730,817.29

Warrants

Expenditures in the amount of \$300.00

Revolving Cash Fund
Reimbursements from the
General Fund

Travel of the person listed as attached.

Travel

It was moved by Chong, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to reject and refer claim regarding student injury at Loma Elementary School to the Joint Powers Authority of the S.D. County Office of Education.

**Claim – student injury at
Loma Elementary**
Rejected

It was moved by Chong, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to reject and refer claim regarding student injury at STEAM Academy at La Presa to the Joint Powers Authority of the S.D. County Office of Education.

**Claim – student injury at
STEAM Academy @
La Presa**
Rejected

It was moved by Chong, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to reject and refer claim regarding student injury at STEAM Academy at La Presa to the Joint Powers Authority of the S.D. County Office of Education.

**Claim – student injury at
STEAM Academy @
La Presa**
Rejected

It was moved by Babbitt, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into Special Education Master Contracts for the 2015-2016 School Year.

**Sp.Ed. Master Contracts for
2015-16 School Year**
Authorized

It was moved by Turner, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an Agreement with Public Consulting Group, Inc. for Medi-Cal Technical Assistance.

**Agrmt. with Public
Consulting Group., Inc. for
Medi-Cal technical assistance**
Authorized

It was moved by Duff, seconded by Turner, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a Memorandum of Understanding with San Diego OASIS to provide services to students attending Extended School Services (ESS) – Maryland Avenue Elementary School.

**MOU with S.D. OASIS for
services to ESS students at
Maryland Ave. Elementary**
Authorized

It was moved by Chong, seconded by Duff, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to authorize administration to accept and implement the First 5 Quality Preschool Initiative New Site Enhancement Mini-Grant Award.

**First 5 Quality Preschool
Initiative Mini-Grant award**
Authorized

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Duff, seconded by Turner, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve standard Human Resources recommendations as amended to include 7 additional Lecturer/Presenter and/or Short-Term Employment forms.

**Human Resources
Recommendations**
Approved as amended

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

There were no announcements from the Board.

The Superintendent announced he and STEAM Academy @ La Presa Principal Mike Allmann attended a meeting with lead scientist Dr. Katie Croft Bell aboard the Research Vessel Nautilus. The Nautilus will be based on the West Coast for the next three years and is looking to partner with San Diego schools. The Superintendent will be coordinating with other interested East County Superintendents in an effort to form a STEM community.

The Superintendent announced school will begin Thursday, August 13. He will provide attendance data to the Board beginning on this date.

At 7:27 p.m. the President announced a recess.

CLOSED SESSION

At 7:29 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups; conference with legal counsel – existing litigation (LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School); and public employee discipline/dismissal/release. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 7:46 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 18, 2015.

Emma Turner, Clerk of the Board of Education