



# **Board of Education**

**December 11, 2018**

## **Our Purpose**

**To Inspire Learning and Respect**

## **Our Vision**

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

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

## **AGENDA**

### **BOARD OF EDUCATION MEETING**

### **LA MESA-SPRING VALLEY SCHOOLS**

**SWEARING IN OF NEW BOARD MEMBERS – 5:30 P.M.**

**REGULAR SESSION: Tuesday, December 11, 2018 - 7:00 P.M.**

**PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA**

### OPENING PROCEDURE

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance, Led by:  
Joseph Gonzales, Fifth Grade, Avondale  
Layla Gonzales, Kindergarten, Avondale
4. Establishment of Quorum

### NEW BUSINESS

#### **SUPERINTENDENT**

- |    |  |        |
|----|--|--------|
| 1. | Election of President, Vice President, and Clerk of the Board<br>Through December 2019 | Action |
|----|--|--------|

### MINUTES OF PREVIOUS MEETING

Action

### APPROVAL OF AGENDA

Action

### COMMUNICATIONS TO THE BOARD

1. Innovation and Engagement Spotlight Series:  
Rowanne Reifman, Student, Parkway Middle School

### PUBLIC COMMUNICATIONS

1. General Matters Regarding Education

### REPORTS

- |  |             |
|--|-------------|
| 2018-19 First Interim Financial Report and Budget Update | Information |
|--|-------------|

### NEW BUSINESS (cont.)

#### **SUPERINTENDENT (cont.)**

- |    |   |        |
|----|---|--------|
| 2. | Approval of Board of Education Schedule of Meetings– January<br>2019 Through December 2019                | Action |
| 3. | Nomination of Representatives to the California School Boards<br>Association Delegate Assembly, Region 17 | Action |

## BUSINESS SERVICES

- |    |  |        |
|----|--|--------|
| 1. | Approval of 2018-19 First Interim Financial Report and Incorporated Budget Revisions   | Action |
| 2. | Acceptance of the Actuarial Valuation Measured at June 30, 2018, prepared by Howard E. Nyhart Company, Inc., for Other Post-Employment Benefits (OPEB) Other Than Pensions Under Governmental Accounting Standards Board Statement 75 (GASB 75) Requirements | Action |
| 3. | Consent Calendar*  | Action |
|    | a. Ratification of Purchase Orders, Warrants, Revolving Cash Fund Reimbursements, and Purchasing Contracts   |        |
|    | b. Approval of Lecturer/Presenter/Consultant Agreements  |        |
| 4. | Adoption of Annual Developer Fee Report for Fiscal Year 2017-18  | Action |
| 5. | Adoption of Five-Year Developer Fee Report for Fiscal Year 2017-18   | Action |
| 6. | Authorization to Enter into Amended Agreement with Piper Jaffray and Company to Provide Continuing Disclosure Consulting Services  | Action |

## LEARNING SUPPORT

- |    |  |        |
|----|--|--------|
| 1. | Acceptance of Gifts for Casa de Oro Elementary and Spring Valley Academy | Action |
|----|--|--------|

## STUDENT SUPPORTS

- |    |  |        |
|----|--|--------|
| 1. | Authorization to Enter into Memorandum of Understanding with Rady Children's Hospital to Provide Vision and Hearing Screening Services | Action |
| 2. | Authorization to Enter into Memorandum of Agreement with After School Education and Safety (ASES) Program                              | Action |
| 3. | Authorization to Enter into Special Education Master Contracts for 2018-19 School Year   | Action |

## HUMAN RESOURCES

- |    |  |        |
|----|--|--------|
| 1. | Standard Human Resources Recommendations   | Action |
| 2. | Approval of Salary Placement for Extended School Services Recreation Attendant Classification on the Classified Salary | Action |

Schedule at an Hourly Salary (Step A) \$12.00 to (Step F) \$15.35

- |    |  |        |
|----|--|--------|
| 3. | Approval of Salary Placement for Campus Attendant Classification on the Classified Salary Schedule at an Hourly Salary (Step A) \$12.00 to (Step F) \$15.35        | Action |
| 4. | Authorization to Enter into Agreement with St. Catherine University for Occupational Therapist Internships   | Action |
| 5. | Approval of Reduced Workload Program Participation   | Action |
| 6. | Authorization to Enter into Memorandum of Understanding with San Diego State University for University-School Partnerships for the Renewal of Educator Preparation | Action |

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION

1. Negotiations Updates (GC 54957)  
LMSV Teachers Association;  
California School Employees Association (CSEA) Chapter 419; and  
Administrators Association and Other Unrepresented Bargaining Groups
2. Consideration of Student Expulsion (Ed. Code 48918(c))  
(File 18-19-01)
3. Conference with Legal Counsel (GC 54956.9(c))  
Initiation of Litigation – One Case

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 91942. In addition, if you would like a copy of any record related to an item on the agenda, please contact Dori Guzman, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail: [dori.guzman@lmsvschools.org](mailto:dori.guzman@lmsvschools.org).

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



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** David Feliciano  
Superintendent

**ITEM NUMBER:** S-1 New Business  
Election of President, Vice President, and Clerk of the Board  
Through December 2019

---

<b>Action Item</b>
--------------------

Every year during the annual Organizational Meeting, the Board is required to elect a President, Vice President, and Clerk for the upcoming calendar year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board discuss and designate a President, Vice President, and Clerk of the Board for the 2019 calendar year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** David Feliciano  
Superintendent

**ITEM NUMBER:** P-1 Public Communications  
General Matters Regarding Education

---

Public Communications provides members of the community with an opportunity to address the Board of Education regarding an item on the agenda, or any other topic related to 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.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Jennifer Nerat  
Assistant Superintendent, Business Services

**ITEM NUMBER:** R-1 Reports of Officers of the Board  
2018-19 First Interim Financial Report and Budget Update

---

School districts are required to prepare interim reports twice each fiscal year to update the District's budget projections through the balance of the school year. The First Interim Report, due in early December, covers the period through October 31. The Second Interim Report, due in mid-March, covers the period through January 31. With each interim report, the Board states whether the District's fiscal condition is projected to be positive, qualified, or negative (will, may not, or will not be solvent over the next three years), which is then submitted to, and officially certified by, the County Superintendent.

Education Code Sections 42130 and 42131 require that interim reports be submitted to the governing board on the Standard Account Code Structure forms, which is the format prescribed by the Superintendent of Public Instruction.

Provided\* are the forms necessary to report the financial position of the District as of October 31, 2018, and the GASB 75 Actuarial Valuation Report. The First Interim certification is positive, as we are projecting the District will be able to meet its financial obligations for the current year, next year, and the subsequent 2020-21 fiscal year.

Jennifer Nerat, Assistant Superintendent, Business Services, will present an overview of the First Interim Report and respond to clarifying questions.

\*Provided in Night Folder

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** David Feliciano  
Superintendent

**ITEM NUMBER:** S-2 New Business  
Approval of Board of Education Schedule of Meetings -  
January 2019 Through December 2019

---

<b>Action Item</b>
--------------------

Attached is a proposed schedule of meetings for the Board of Education for January 2019 through December 2019. In general, meetings are scheduled on the first Tuesday of each month at 6:00 p.m. Special meetings may be called as necessary during the year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board suggest any changes it feels may be more appropriate for accomplishing the work of the District and approve a calendar for 2019.



La Mesa-Spring Valley Schools  
District Office  
4750 Date Avenue, La Mesa CA  
619-668-5700

**Board of Education  
2019 Schedule of Meetings**

**All Meetings Start at 6:00 P.M.**

January 15, 2019

February 5, 2019

March 5, 2019

April 2, 2019

May 7, 2019

June 4, 2019  
(Special Meeting - LCAP & Budget Hearings)

June 18, 2019

July 9, 2019

August 6, 2019

September 3, 2019

October 1, 2019

November 5, 2019

December 17, 2019

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** David Feliciano  
Superintendent

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

<b>Action Item</b>
--------------------

**Nomination of Representatives to the California School Boards  
Association Delegate Assembly, Region 17**

---

Nominations for representatives to the California School Boards Association (CSBA) Delegate Assembly are being accepted until January 7, 2019. The information provided gives details on the roles and responsibilities of a delegate and nomination procedures. School boards, which are CSBA members, are eligible to nominate board members for this position. Each board may nominate as many individuals as it wishes.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board discuss potential nominees and take action as deemed appropriate.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Jennifer Nerat  
Assistant Superintendent, Business Services

**ITEM NUMBER:** B-1 New Business **Action Item**  
Approval of 2018-19 First Interim Financial Report and Incorporated Budget Revisions

---

School districts are required to prepare interim reports twice each fiscal year to update the District's budget projections through the balance of the school year. The First Interim Report, due in early December, covers the period through October 31. The Second Interim Report, due in mid-March, covers the period through January 31. With each interim report, the Board states whether the District's fiscal condition is projected to be positive, qualified, or negative (will, may not, or will not be solvent over the next three years), which is then submitted to, and officially certified by, the County Superintendent.

Education Code Sections 42130 and 42131 require that interim reports be submitted to the governing board on the Standard Account Code Structure forms, which is the format prescribed by the Superintendent of Public Instruction.

Provided are the forms necessary to report the financial position of the District as of October 31, 2018, and the GASB 75 Actuarial Valuation Report. The First Interim certification is positive, as we are projecting the District will be able to meet its financial obligations for the current year, next year, and the subsequent 2020-21 fiscal year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the First Interim Financial Report and authorize administration to submit a positive certification to the San Diego County Office of Education.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Jennifer Nerat  
Assistant Superintendent, Business Services

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

**Action Item**

**Acceptance of the Actuarial Valuation Measured at June 30, 2018,  
Prepared by Howard E. Nyhart Company, Inc., for Other Post-  
Employment Benefits (OPEB) Other Than Pensions Under Governmental  
Accounting Standards Board Statement 75 (GASB 75) Requirements**

---

Prior to June 30, 2017, actuarial valuations for Other Post-Employment Benefits (OPEB) were completed under GASB 45. GASB 45 has been replaced with GASB 75, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions. The new accounting standards require the establishment of a funding policy or practice regarding future funding contributions for consideration in the interest rate used to determine the liability.

The purpose of the report is to measure the District's liability for retiree health benefits and to estimate the impact on the District's future accounting requirements in regard to unfunded liabilities for retiree health benefits. At the June 5, 2018 Board meeting, Howard E. Nyhart Company, Inc. (Nyhart) was awarded the contract to prepare the actuarial valuation as of June 30, 2018.

The actuarial report establishes a calculated value of all currently unfunded accrued benefits to be paid by the District to its current retirees and vested employees over the period for which they could receive benefits. This is called the Net OPEB Liability.

The Net OPEB Liability (formerly the Unfunded Actuarial Accrued Liability) per the actuarial valuation for the fiscal year ending June 30, 2018, is \$38,566,146. This represents an increase of \$8,003,956 from the prior valuation of \$30,562,190. The increase is due to the changes in GASB reporting requirements as well as changes to plan provisions. Actuarial assumptions include an inflation rate of 2.75% and a discount rate of 3.5%.

The District is currently using a "Pay-As-You-Go" funding policy. With pay-as-you-go funding, plan contributions are made as benefit payments become due and funds necessary for future liability are not accumulated. The District reserves a sufficient amount in the budget to fund the present value of benefits of existing retirees.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept the actuarial valuation measured at June 30, 2018, prepared by Howard E. Nyhart Company, Inc., for Other Post-Employment Benefits (OPEB) other than pensions under Governmental Accounting Standards Board Statement 75 (GASB 75) requirements.



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Jennifer Nerat  
Assistant Superintendent, Business Services

**ITEM NUMBER:** B-3a New Business (Consent Calendar) **Action Item**  
**Ratification of Purchase Orders, Warrants, Revolving Cash Fund Reimbursements, and Purchasing Contracts**

---

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: 419 purchase orders have been processed, dated October 25, 2018 through November 27, 2018, totaling \$724,028.75.
- II. Warrants: 492 warrants have been issued, dated October 25, 2018 through November 27, 2018, totaling \$1,397,287.75.
- III. Revolving Cash Fund Reimbursements: Ten (10) checks have been processed, totaling \$12,420.90.
- IV. Purchasing contracts utilized since the last Board meeting:
  - CMAS Information Technology Goods and Services Contract #3-18-70-0793J
  - Corona-Norco Unified School District - Bid #15/16-006 for Classroom and Office Supplies
  - North County Educational Purchasing Consortium (NCEPC)

**ADMINISTRATIVE RECOMMENDATION**

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

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

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

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
RC1928	10/31/18	Sara Thorpe	Payroll	\$1197.29
RC1929	10/31/18	David Espinoza	Payroll	\$544.62
RC1930	10/31/18	Ebony Beard	Payroll	\$850.02
RC1931	11/2/18	Asia Watkins	Payroll	\$1711.03
RC1932	11/2/18	April Reisenfeld	Payroll	\$4967.79
RC1933	11/2/18	Laura Mendoza	Payroll	\$788.36
RC1934	11/2/18	Shariana Scott	Payroll	\$81.70
RC1935	11/2/18	Jennifer Woods	Payroll	\$769.35
RC1936	11/9/18	Postmaster	Stamps	\$1210.00
RC1937	11/21/18	Doris Evans	Payroll	\$300.74

REVOLVING CASH FUND REIMBURSEMENTS  
A TOTAL OF TEN (10) CHECKS PROCESSED TOTALING \$12,420.90

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Jennifer Nerat  
Assistant Superintendent, Business Services

**ITEM NUMBER:** B-3b New Business (Consent Calendar)  
Approval of Lecturer/Presenter/Consultant Agreements

<b>Action Item</b>
--------------------

---

The Lecturer/Presenter/Consultant Agreements will be available at the meeting for review by the Board.

The attached Lecturer/Presenter/Consultant Agreements are submitted for approval.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the attached Lecturer/Presenter/Consultant Agreements.

<b>Organization/Name</b>	<b>Site/Department</b>	<b>Not to Exceed</b>	<b>Effective Date</b>
Art Reach	Avondale Elementary	\$0	11/26/18 - 03/13/19
Barona Band of Mission Indians	Fletcher Hills Elementary	\$0	11/08/18 - 11/09/18
Building Block Entertainment	Casa De Oro Elementary	\$0	04/11/19 - 04/11/19
County of San Diego Department of Parks & Recreation	Fletcher Hills Elementary	\$0	12/03/18 - 12/03/18
County of San Diego Department of Parks & Recreation	Murdock Elementary	\$0	12/03/18 - 12/20/18
County of San Diego Department of Parks & Recreation	Northmont Elementary	\$0	12/03/18 - 12/03/18
Demontray “Dee” Hankins	Sweetwater Springs Elementary	\$2,500	11/27/18 - 11/27/18
Jean Chan, DDS	Rolando Elementary	\$0	10/31/18 - 10/31/18
Kaiser Foundation Health Plan, Inc.	La Mesa Arts Academy	\$0	01/31/19 - 01/31/19
Kaiser Permanente Educational Theatre	Casa De Oro Elementary	\$0	09/27/18 - 06/14/19
La Jolla Play House	La Mesa Dale Elementary	\$0	02/06/19 - 02/06/19
Literature Comes to Life	ESS	\$1,200	04/17/19 - 04/18/19
Literature Comes to Life	Highlands Elementary	\$750	02/01/19 - 02/01/19
Mind Treasures	Avondale Elementary	\$0	01/14/19 - 04/12/19
Mingei International Museum	Avondale Elementary	\$0	12/14/18 - 12/14/18
Play It Safe Defense	Maryland Avenue Elementary	\$400	01/11/19 - 01/11/19
Play It Safe Defense	Murray Manor Elementary	\$400	11/16/18 - 11/16/18
Pupil Transportation Information, LLC	Business Services	\$15,015	12/03/18 - 06/30/19
RStories	Fletcher Hills Elementary	\$240	05/24/19 - 05/24/19
San Diego Humane Society	Fletcher Hills Elementary	\$0	12/19/18 - 12/19/18
Scott Sussman	Maryland Avenue Elementary	\$0	02/15/19 - 02/15/19
Urban Corps of San Diego County	La Mesa Dale Elementary	\$0	12/14/18 - 12/14/18
Wild Wonders	Lemon Avenue Elementary	\$650	12/20/18 - 12/20/18

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Jennifer Nerat  
Assistant Superintendent, Business Services

**ITEM NUMBER:** B-4 New Business  
Adoption of Annual Developer Fee Report for Fiscal Year 2017-18

<b>Action Item</b>
--------------------

---

Pursuant to Government Code Section 66006(b) the District is required to prepare an annual report of the developer fees collected for residential and commercial development projects within 180 days of the end of the fiscal year. The reports must be reviewed by the Board at a regularly scheduled public meeting.

The District's Annual Developer Fee Report for fiscal year 2017-18 is provided and was made available for public review at least 15 days prior to the public meeting, as required by law.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the provided Annual Developer Fee Report.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
ANNUAL DEVELOPER FEE REPORT  
FOR FISCAL YEAR 2017-18**

**I. Introduction**

This Annual Developer Fee Report is for fiscal year 2017-18. This Report provides an annual accounting of school facilities fees collected by the La Mesa-Spring Valley School District during fiscal year 2017-18 as required by Government Code Section 66006(b).

**II. Description of School Facilities Fees in Capital Facilities Fund**

The District collects school facilities fees from the owners of residential, commercial, and industrial development projects to partially mitigate the costs of providing interim and permanent school facilities to students generated from such development projects. School facilities fees collected by the District consist of the following:

- Fees collected pursuant to Education Code Section 17620 and Government Code Section 65995 referred to herein as “Statutory School Fees”, currently in the amount of \$1.27 per square foot of residential development and \$0.20 per square foot of commercial and/or industrial development.

The school facilities fees described in the Report do not include letters of credit, bonds, or other instruments to secure payment of school facilities fees at a later date.

**III. Capital Facility Fund Activity for Fiscal Year 2017-18**

Beginning Balance as of 7/1/17	\$ 6,868.32	
Statutory School Fees Collected	194,101.69	(For Detail: See Item IV- on page 2)
Interest Earned	1,480.82	
Other Local Revenue	0.00	
Expenditures	(91,283.09)	(For Detail: See Item V- on page 2)
<b>Ending Balance as of 6/30/18</b>	<b>\$ 111,167.74</b>	

IV. Statutory School Fees Collected for Fiscal Year 2017-18

<b>Received From</b>	<b>Name of Development</b>	<b>Type of Development</b>	<b>Amount</b>
Various	-----	28 Single Family Residences	\$ 83,585.05
Various	-----	31 Multi Family Residences	41,791.89
Various	-----	39 Residential Additions	38,944.55
Various	-----	147 Commercial/Industrial Projects	29,780.20
Various	-----	0 Refunds	(0.00)
		Total Fees Collected:	\$ 194,101.69

V. Public Improvement Expenditures Made from Capital Facilities Fund for Fiscal Year 2017-18

<b>Public Improvement Project</b>	<b>Percent Funded with School Facilities Fees</b>	<b>Amount</b>
Murray Manor Elementary Marquee	39%	\$ 31,029.04
Murray Manor Playground Equipment	84%	54,431.00
Administrative Charge to Cover Cost of Collecting Fees	100%	5,823.05
Total Public Improvement Expenditures		\$91,283.09

VI. Identification of Incomplete Projects

The District must identify the approximate date by which the construction of project(s) of the District will commence if the District determines that sufficient funds have been collected to complete financing on incomplete project(s) of the District.

**Finding:**

**In regards to school facilities, the District has forty-one relocatable classrooms that are more than 35 years old. To the extent possible, the District will evaluate and replace older relocatable classrooms as needed. Other demands, including refurbishing existing facilities and unforeseen developments will obviously dictate the extent to which these replacements can be accomplished.**

**Below is an age schedule of these relocatable classrooms.**

AGE	NUMBER	REPLACEMENT COST
35-49 Years Old	3 Classrooms	\$330,000
50-59 Years Old	24 Classrooms	\$2,640,000
Over 60 Years Old	14 Classrooms	\$1,540,000

VII. Refunds Made Pursuant to Government Code Section 66001(e) and (f)

**Finding:**

**No refund of school facilities fees is required, as the District has not collected sufficient funds to complete the financing of necessary public improvements to accommodate students generated from new development.**



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:**           Jennifer Nerat  
Assistant Superintendent, Business Services

**ITEM NUMBER:**        **B-5 New Business**  
Adoption of Five-Year Developer Fee Report for Fiscal Year 2017-18

<b>Action Item</b>
--------------------

---

Pursuant to Government Code Sections 66001(d) the District is required to prepare a five-year report of the developer fees collected for residential and commercial development projects within 180 days of the end of the fiscal year. The reports must be reviewed by the Board at a regularly scheduled public meeting.

The District's Five-Year Developer Fee Report for fiscal year 2017-18 is provided, and was made available for public review at least 15 days prior to the public meeting, as required by law.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the provided Five-Year Developer Fee Report.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
FIVE-YEAR DEVELOPER FEE REPORT  
FOR FISCAL YEAR 2017-18**

Pursuant to Government Code Section 66001(d) the La Mesa-Spring Valley School District (“District”) shall make all of the following findings with respect to that portion of the Capital Facilities Fund remaining unexpended, whether committed or uncommitted:

**Findings:**

1. **Identification of the Purpose to Which the Fees are to be Put:**

The purpose of the developer fees imposed and collected on new residential, commercial and industrial development within the District is to fund school facilities required to serve the additional grade K-12 students generated by such new development within the District. The fees will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities to add new classrooms and technology, refurbishing existing facilities, as well as acquiring and installing additional portable classrooms.

2. **Demonstration of a Reasonable Relationship Between Developer Fees and the Purposes for Which They are Charged:**

There is a roughly proportional, reasonable relationship between the new residential, commercial and industrial development upon which fees are charged and the need for additional school facilities. Additional students will be generated from new development within the District and the District does not have existing capacity in its schools to accommodate these new students. The fees charged on new development will be used to fund school facilities necessary to serve the students generated from new development. The fees do not exceed the costs of providing school facilities for new students.

3. **All Sources and Amounts of Funding Anticipated to Complete Financing of the School Facilities the District has Identified as Incomplete in the District’s Annual Capital Facilities Fund Developer Fee Report for 2017-18:**

The District relies on developer fee collections to finance the school facilities identified in the Annual Capital Facilities Fund Developer Fee Report. It has no revenue from other traditional financing sources (mitigation payments, Community Facilities Districts, or Redevelopment Pass-Through Agreements), and has no plans currently to raise additional financing through Certificates of Participation.

4. **Approximate Date on Which the Funding Referred to in Paragraph 3 above is Expected to be Deposited in the Appropriate Account or Fund:**

Given the correlation between overall economic activity and developer fee collections, funding for these projects will likely be available only upon improvement in general economic conditions.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Jennifer Nerat  
Assistant Superintendent, Business Services

**ITEM NUMBER:** B-6 New Business

<b>Action Item</b>
--------------------

**Authorization to Enter into an Amended Agreement with Piper Jaffray and Company to Provide Continuing Disclosure Consulting Services**

---

The Securities and Exchange Commission (SEC) is an independent agency of the Federal Government that is responsible for overseeing the security markets and the stock and options exchanges. The SEC is also responsible for enforcement of federal security laws and proposing new laws.

On November 4, 2014, the District entered in an agreement with Piper Jaffray and Company (Piper Jaffray) to provide continuing disclosure consulting services to assist with compliance with Securities and Exchange Commission Rule 15c2-12. On January 1, 2017, Senate Bill No. 1029 required school districts to adopt debt management policies and to report annually on authorized and outstanding debt and expenditures of proceeds from debt issuances. On October 23, 2017, the California Debt and Investment Advisory Commission launched the Annual Debt Transparency Report (ADTR), an online reporting system, to facilitate compliance with SB 1029.

The District plans to issue or has issued municipal securities in the form of bonds, notes, and other types of indebtedness, which requires the District to complete an ADTR. Piper Jaffray and Company provides a service to assist in filing ADTRs. In order for Piper Jaffray to include this service to the District, the continuing disclosure consulting services agreement is required to be amended. The annual fee for providing continuing disclosure consulting services and ADTR filing services is \$4,000. The terms and conditions of this agreement will remain binding and in effect until Piper Jaffray or the District terminates this agreement.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board authorize the District to enter into the provided amended agreement with Piper Jaffray and Company to provide continuing disclosure consulting services.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

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

**ITEM NUMBER:**        **LS-1 New Business**  
                                 **Acceptance of Gifts – Casa de Oro Elementary and Spring Valley Academy**

<b>Action Item</b>
--------------------

---

Stanley Securities would like to donate \$3,796.00 to Casa de Oro Elementary to be put towards a security system for the school.

Baron's Market would like to donate \$996.93 to Spring Valley Academy to be put towards their Holiday Food Drive.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Deann Ragsdale  
Assistant Superintendent, Student Supports

**ITEM NUMBER:** SS-1 New Business

<b>Action Item</b>
--------------------

**Authorization to enter into Memorandum of Understanding with Rady's Children's Hospital to Provide Vision and Hearing Screening Services**

---

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

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the provided Memorandum of Understanding with Rady's Children's Hospital – San Diego for the 18-19 school year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Deann Ragsdale  
Assistant Superintendent, Student Supports

**ITEM NUMBER:** SS-2 New Business  
Authorization to Enter into a Memorandum of Agreement with After  
School Education and Safety (ASES) Program

<b>Action Item</b>
--------------------

---

The After School Education and Safety program (ASES) is a state funded, voter-approved initiative (Proposition 49) signed into law in 2002. Funding priority is given to schools where at least 50 percent of students qualify for free or reduced-price meal program. The following District schools are ASES grant recipients: Avondale, Bancroft, Casa de Oro, Highlands, Kempton, La Mesa Dale, La Presa Elementary, Rancho Elementary, STEAM Academy at La Presa and Spring Valley Academy.

Grant funds provide additional educational and literacy components including tutoring and homework assistance and educational enrichment activities such as arts and culture, recreation, health, and career awareness. The San Diego County Office of Education (SDCOE) provides technical assistance and training for ASES sites. As the grantee, SDCOE acts as the fiscal agent for participating school districts in San Diego County.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the provided Memorandum of Agreement with the ASES program for the 2018-19 school year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

**PREPARED BY:** Deann Ragsdale  
Assistant Superintendent, Student Supports

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

**Action Item**

**Authorization to Enter Into Special Education Master Contracts for the  
18-19 School Year**

---

Throughout the school year students may require the services of nonpublic schools or agencies. These institutions may furnish services that supplement those provided by the District:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 12/11/18	\$1,248,000.00
Advanced Medical Personnel Services, Inc. (staffing agency)	\$61,000.00
San Diego Center for Children (one student)	\$36,000.00
Total encumbered cost for all nonpublic schools/agencies	\$1,345,000.00

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into these master contracts for the 2018-19 school year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

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

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

<b>Action Item</b>
--------------------

---

The attached Human Resources recommendations include all pending personnel appointments, changes of status, leave requests, resignations, retirements, and terminations.

**ADMINISTRATIVE RECOMMENDATION**

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



## STANDARD HUMAN RESOURCES RECOMMENDATIONS – DECEMBER 11, 2018

### **CERTIFICATED:**

#### Approval of Contract:

Helbert, Lauren	Teacher (temporary)	III-1	11/02/18
-----------------	---------------------	-------	----------

#### Approval of Change of Placement on Certificated Salary Schedule:

Blue, Michele	From: I-1	To: V-1	08/01/18
Bristol, Nicole	From: IV-3	To: VI-3	11/01/18
Bristol, Sandra	From: V-20	To: VI-20	11/01/18
Guzman, Shirley	From: I-4	To: VI-4	12/01/18
Halsell, Austin	From: I-1	To: II-1	08/01/18
Juarez, Marsha	From: III-14	To: IV-14	12/01/18
Montenegro, Brian	From: I-1	To: III-1	08/01/18
Utley, Whitney	From: III-3	To: IV-3	11/01/18

#### Approval of Resignation:

Abrams, Julie	Preschool Teacher (personal)	VI-17	12/21/18
---------------	------------------------------	-------	----------

#### Approval of Leave of Absence:

Nisson, Kimberly	Resource Teacher (family responsibilities)	05/29/19-06/27/19
------------------	--	-------------------

### **CLASSIFIED:**

#### Approval of Employment:

Aguayo, Jessica	Health/Attendance Technician - Bilingual	38-A	12/10/18
Agundez, Yessenia	Playground Attendant	\$11.22	10/26/18
Alvarado, Rosio	Extended School Services Program Aide	14-A	10/22/18
Alvarado, Rosio	Extended School Services Recreation Attendant	\$11.22	10/22/18
Baber, Karis	Extended School Services Recreation Attendant	\$11.22	11/28/18
Baca, Jayce	Student Helper	\$11.22	12/03/18
Cadena, Sarah	Extended School Services Recreation Attendant	\$11.22	11/14/18
Carreno, Andrea	Student Helper	\$11.22	12/03/18
Geron, Eduvigas	Child Nutrition Services I	17-A	11/08/18
Gobasco, Kiane	Student Helper	\$11.22	11/08/18
Haag-Shaw, Chasity	Extended School Services Recreation Attendant	\$11.22	10/23/18
Hale, Terrel	Custodian	36-A	10/25/18
Hutchins, Shinese	Extended School Services Program Aide	14-A	10/29/18
Hutchins, Shinese	Extended School Services Recreation Attendant	\$11.22	10/29/18
Kattawar, Victoria	Extended School Services Recreation Attendant	\$11.22	11/07/18
Keating-Torres, Connor	Extended School Services Recreation Attendant	\$11.22	11/02/18
Lima, Reid	Paraprofessional-Special Education	27-A	11/27/18
MacGown, Michaela	Paraprofessional-Special Education	27-A	11/13/18
McAllister, Malaina	Extended School Services Recreation Attendant	\$11.22	12/03/18
Mercado, Maria	Playground Attendant	\$11.22	09/04/18
Murray, Lorraine	Playground Attendant	\$11.22	11/16/18
Nivens, Erica	Extended School Services Recreation Attendant	\$11.22	11/16/18
Ojeda, Dean	Extended School Services Recreation Attendant	\$11.22	10/03/18
Olinger, Courtney	Student Helper	\$11.22	11/14/18
Ortega, Alexandria	Student Helper	\$11.22	11/14/18

Perea-Villanueva, Gabriella	Extended School Services Recreation Attendant	\$11.22	12/03/18
Richardson, Alex	Extended School Services Recreation Attendant	\$11.22	10/04/18
Rinder, Joshua	Student Helper	\$11.22	11/08/18
Snow, Amaya	Extended School Services Program Aide	14-A	10/22/18
Tucker, Mareesa	Extended School Services Recreation Attendant	\$11.22	11/26/18
Urich, Jenna	Extended School Services Recreation Attendant	\$11.22	11/26/18
Vidaca, Cassandra	Extended School Services Recreation Attendant	\$11.22	11/16/18

Approval of Resignation:

Alvarez, Michael	Extended School Services Program Aide (employment elsewhere)	14-B	10/26/18
Alvarez, Michael	Extended School Services Recreation Attendant (employment elsewhere)	\$11.22	10/26/18
Ashley, Remington	Playground Attendant (personal)	\$11.22	09/29/18
Barno, Bashara	Paraprofessional-Special Education (further education)	27-C	11/24/18
Barrios Acevedo, Jessica	Playground Attendant (employment elsewhere)	\$11.22	12/01/18
Brown, Hailey	Playground Attendant (employment elsewhere)	\$11.22	09/29/18
Cadava, Marissa	Extended School Services Recreation Attendant (personal)	\$11.22	08/03/18
Carnley, Sean	Information Technology Support Technician (employment elsewhere)	76-D	12/06/18
Castro, Alberto	Extended School Services Recreation Attendant (further education)	\$11.22	11/03/18
Coronado, Abigail	Extended School Services Recreation Attendant (personal)	\$11.22	10/02/18
Curry, Jessica	Extended School Services Recreation Attendant (personal)	\$11.22	10/23/18
Emmert, Kristina	Accounting Assistant (personal)	38-D	12/22/18
Esber, Taghrid	Playground Attendant (personal)	\$11.22	09/30/18
Ferguson, Krysteena	Playground Attendant (employment elsewhere)	\$11.22	11/03/18
Greene, Nylah	Extended School Services Recreation Attendant (further education)	\$11.22	11/06/18
Harris, Sarah	Playground Attendant (employment elsewhere)	\$11.22	10/31/18
Hernandez, Sandra	Playground Attendant (employment elsewhere)	\$11.22	10/31/18
Klocksieben, Jennifer	Child Nutrition Assistant (retirement)	42-J	01/08/19
Lindsay, Molly	Playground Attendant (further education)	\$11.22	08/25/18
Liu, Teeanna	Extended School Services Program Aide (employment elsewhere)	14-A	10/30/18
Liu, Teeanna	Extended School Services Recreation Attendant (employment elsewhere)	\$11.22	10/30/18
Lockwood, Lynnette	Office Assistant II (retirement)	38-J	12/29/18
Martinez, Amanda	Extended School Services Recreation Attendant (employment elsewhere)	\$11.22	11/17/18
Mitchell, Cheyanne	Playground Attendant (employment elsewhere)	\$11.22	10/31/18
Montgomery, Zachary	Playground Attendant (personal)	\$11.22	09/01/18
Moreno, Silvia	Playground Attendant (personal)	\$11.22	10/31/18
Morgan, Dominic	Playground Attendant (personal)	\$11.22	09/01/18
Morgan, Dominic	Extended School Services Program Aide (further education)	14-A	10/24/18
Morgan, Dominic	Extended School Services Recreation Attendant	\$11.22	10/24/18

	(further education)		
Nelissen, Martha	Playground Attendant (personal)	\$11.22	09/01/18
Osgood, William	School Bus Driver (personal)	46-G	11/03/18
Parks-Plascencia, Annette	Playground Attendant (personal)	\$11.22	10/31/18
Phillips, Lorainne	Paraprofessional-Special Education (retirement)	27-I	12/29/18
Reyes, Michael	School Bus Driver (employment elsewhere)	46-A	12/01/18
Richey, Savanah	Playground Attendant (employment elsewhere)	\$11.22	11/10/18
Rodriguez, Sandra	Student Helper (employment elsewhere)	\$11.22	08/30/18
Saavedra, Samuel	Extended School Services Assistant Lead (employment elsewhere)	21-C	11/12/18
Schierling, Hannah	Playground Attendant (personal)	\$11.22	10/06/18
Smyth, Tara	Extended School Services Recreation Attendant (personal)	\$11.22	01/26/18
Stephan, Manahel	Playground Attendant (personal)	\$11.22	08/02/18
Tafoya, Noemi	Extended School Services Program Aide (employment elsewhere)	14-A	11/03/18
Tafoya, Noemi	Extended School Services Recreation Attendant (employment elsewhere)	\$11.22	11/03/18
Toth, Adam	Extended School Services Program Aide (employment elsewhere)	14-A	11/03/18
Toth, Adam	Extended School Services Recreation Attendant (employment elsewhere)	\$11.22	11/03/18
Velazquez, Elsa	Playground Attendant (employment elsewhere)	\$11.22	10/31/18
Velazquez, Lilybell	Playground Attendant (employment elsewhere)	\$11.22	10/31/18
Wash, Andre	Playground Attendant (personal)	\$11.22	08/20/18
Williams, Sedona	Playground Attendant (personal)	\$11.22	10/06/18
Wittmayer, Kylah	Extended School Services Recreation Attendant (employment elsewhere)	\$11.22	10/18/18
Wolfe, Kaely	Extended School Services Recreation Attendant (personal)	\$11.22	08/16/18

Approval of Termination of Employment:

621571	Extended School Services Recreation Attendant	\$11.22	06/26/18
622047	Extended School Services Recreation Attendant	\$11.22	08/09/18
626125	Extended School Services Program Aide	14-A	11/02/18
626125	Extended School Services Recreation Attendant	\$11.22	11/02/18
606670	Playground Attendant	\$11.22	10/23/18
621830	Skilled Maintenance Worker II	74-C	11/17/18
620716	Playground Attendant	\$11.22	10/31/18
616798	Playground Attendant	\$11.22	10/02/18
606972	Playground Attendant	\$11.22	10/02/18
620551	Student Helper	\$11.22	11/17/18
609986	Playground Attendant	\$11.22	11/01/18
176714	Playground Attendant	\$11.22	11/01/18
603571	Playground Attendant	\$11.22	11/01/18
140512	Playground Attendant	\$11.22	11/01/18
600351	Playground Attendant	\$11.22	11/09/18
537526	Playground Attendant	\$11.22	11/17/18
605635	Playground Attendant	\$11.22	11/09/18
626142	Playground Attendant	\$11.22	11/03/18
514093	Playground Attendant	\$11.22	11/15/18
613421	Playground Attendant	\$11.22	11/15/18
622209	Playground Attendant	\$11.22	11/15/18

621822	Playground Attendant	\$11.22	12/21/18
490713	Playground Attendant	\$11.22	12/21/18
602717	Playground Attendant	\$11.22	12/21/18
624207	Playground Attendant	\$11.22	12/21/18
536034	Playground Attendant	\$11.22	12/21/18
606961	Playground Attendant	\$11.22	12/21/18
602479	Playground Attendant	\$11.22	12/21/18
617390	Playground Attendant	\$11.22	12/21/18
612928	Playground Attendant	\$11.22	12/21/18
624342	Playground Attendant	\$11.22	12/21/18
508080	Playground Attendant	\$11.22	12/21/18
608242	Playground Attendant	\$11.22	12/21/18
604039	Playground Attendant	\$11.22	12/21/18
476808	Playground Attendant	\$11.22	12/21/18
602267	Playground Attendant	\$11.22	12/21/18
623123	Playground Attendant	\$11.22	12/21/18
615074	Playground Attendant	\$11.22	12/21/18
608600	Playground Attendant	\$11.22	12/21/18
613551	Playground Attendant	\$11.22	12/21/18
613422	Playground Attendant	\$11.22	12/21/18
482197	Playground Attendant	\$11.22	12/21/18
613850	Playground Attendant	\$11.22	12/21/18
623443	Playground Attendant	\$11.22	12/21/18
606512	Playground Attendant	\$11.22	12/21/18
623420	Playground Attendant	\$11.22	12/21/18
600532	Playground Attendant	\$11.22	12/21/18
617578	Playground Attendant	\$11.22	12/21/18
613252	Playground Attendant	\$11.22	12/21/18
624218	Playground Attendant	\$11.22	12/21/18
534755	Playground Attendant	\$11.22	12/21/18
521912	Playground Attendant	\$11.22	12/21/18
518832	Playground Attendant	\$11.22	12/21/18
452837	Playground Attendant	\$11.22	12/21/18
605507	Playground Attendant	\$11.22	12/21/18
617269	Playground Attendant	\$11.22	12/21/18
606099	Playground Attendant	\$11.22	12/21/18
514102	Playground Attendant	\$11.22	12/21/18
608617	Playground Attendant	\$11.22	12/21/18
615218	Playground Attendant	\$11.22	12/21/18
618879	Playground Attendant	\$11.22	12/21/18
484536	Playground Attendant	\$11.22	12/21/18
297259	Playground Attendant	\$11.22	12/21/18
225538	Playground Attendant	\$11.22	12/21/18
248607	Playground Attendant	\$11.22	12/21/18
512944	Playground Attendant	\$11.22	12/21/18
234451	Playground Attendant	\$11.22	12/21/18
488374	Playground Attendant	\$11.22	12/21/18
241625	Playground Attendant	\$11.22	12/21/18
488340	Playground Attendant	\$11.22	12/21/18
533326	Playground Attendant	\$11.22	12/21/18
622745	Playground Attendant	\$11.22	12/21/18
623136	Playground Attendant	\$11.22	12/21/18

601086	Playground Attendant	\$11.22	12/21/18
436539	Playground Attendant	\$11.22	12/21/18
603798	Playground Attendant	\$11.22	12/21/18
621903	Playground Attendant	\$11.22	12/21/18
607711	Playground Attendant	\$11.22	12/21/18
625643	Playground Attendant	\$11.22	12/21/18
469508	Playground Attendant	\$11.22	12/21/18
526779	Playground Attendant	\$11.22	12/21/18
623353	Playground Attendant	\$11.22	12/21/18
625359	Playground Attendant	\$11.22	12/21/18
600531	Playground Attendant	\$11.22	12/21/18
623351	Playground Attendant	\$11.22	12/21/18
175469	Playground Attendant	\$11.22	12/21/18
400301	Playground Attendant	\$11.22	12/21/18
129146	Playground Attendant	\$11.22	12/21/18
474692	Playground Attendant	\$11.22	12/21/18
616750	Playground Attendant	\$11.22	12/21/18
520402	Playground Attendant	\$11.22	12/21/18
621008	Playground Attendant	\$11.22	12/21/18
611820	Playground Attendant	\$11.22	12/21/18
605897	Playground Attendant	\$11.22	12/21/18
601703	Playground Attendant	\$11.22	12/21/18
195075	Playground Attendant	\$11.22	12/21/18
601998	Playground Attendant	\$11.22	12/21/18
604688	Playground Attendant	\$11.22	12/21/18

Approval of Change of Classification:

Chandler, Derrick	From: Extended School Services Program Aide	14-B	11/26/18
	To: Extended School Services Assistant Lead	21-C	
Diego, Michael	From: Extended School Services Program Aide	14-B	11/29/18
	To: Extended School Services Assistant Lead	21-C	

**SHORT-TERM EMPLOYMENT:**

Organization/Name	Site/Department	NTE	Effective
Carlin, Charlene	Learning Support	\$11,000.	11/14/18-06/30/19
El-Hajj, Dianne	Learning Support	\$11,000.	11/14/18-06/30/19
Esparza, Tria	Learning Support	\$11,000.	11/14/18-06/30/19
Flores, Camden	Bancroft	\$22,895.	08/01/18-06/30/19
Grella, Pamela	Learning Support	\$11,000.	11/14/18-06/30/19
Hosaka, Joan	Learning Support	\$11,000.	11/14/18-06/30/19
Hunt, James	Learning Support	\$11,000.	11/14/18-06/30/19
Paterson, Patricia	Learning Support	\$11,000.	11/14/18-06/30/19
Picarro, Marla	Learning Support	\$11,000.	11/14/18-06/30/19
Suhay, Robben	Learning Support	\$11,000.	11/14/18-06/30/19

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

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

**ITEM NUMBER:** HR-2 Human Resources Recommendations **Action Item**  
**Approval of Salary Placement for Extended School Services Recreation Attendant Classification on the Classified Salary Schedule at an Hourly Salary (Step A) \$12.00 to (Step F) \$15.35**

---

Assembly Bill 2160 states that the part-time Extended School Services Recreation Attendant position shall become part of the classified service effective January 1, 2019. The District and the California School Employees Association, Chapter 19, have negotiated the classification job description and salary range.

The job description and proposed salary recommendation were discussed and approved by the Personnel Commission on November 15, 2018. The job description is provided for reference.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the salary placement for Extended School Services Recreation Attendant on the Classified Salary Schedule at an Hourly Salary (Step A) \$12.00 to (Step F) \$15.35.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

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

**ITEM NUMBER:** HR-3 Human Resources Recommendations **Action Item**  
Approval of Salary Placement for Campus Attendant Classification on the  
Classified Salary Schedule at an Hourly Salary (Step A) \$12.00 to (Step F)  
\$15.35

---

Assembly Bill 2160 states that the part-time Playground Attendant position shall become part of the classified service effective January 1, 2019. As a result, the District and the California School Employees Association, Chapter 419, have negotiated the Campus Attendant classification job description and salary range.

The job description and proposed salary recommendation were discussed and approved by the Personnel Commission on November 15, 2018. The job description is provided for reference.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the salary placement for Campus Attendant on the Classified Salary Schedule at an Hourly Salary (Step A) \$12.00 to (Step F) \$15.35.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

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

**ITEM NUMBER:** HR-4 Human Resources Recommendations **Action Item**  
Authorization to Enter into Agreement with St. Catherine University for  
Occupational Therapist Internships

---

Each year, various institutions of higher education request assistance with professional training for certificated positions including teachers, interns, counselors, psychologists, speech-language pathologists, school nurses, and occupational therapists.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board grant authorization to enter into the provided Agreement with St. Catherine University.



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

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

**ITEM NUMBER:** HR-5 Human Resources Recommendations  
Approval of Reduced Workload Program Participation

<b>Action Item</b>
--------------------

---

Pursuant to Education Code Section 44922, and in accordance with the La Mesa-Spring Valley Schools certificated contract, an employee may perform teaching responsibilities on a part-time basis with full retirement credit for a period of one school year. The teacher must be 55 years old prior to the workload reduction and have worked full-time for a minimum of ten years.

The following employee meets the eligibility criteria and has requested part-time employment with full retirement credit for the 2018-19 school year:

Shannon Johnson

Academic Counselor

80% FTE Casa de Oro

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve participation in the CalSTRS Reduced Workload Program for Shannon Johnson for the 2018-19 school year, as provided

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 11, 2018**

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

**ITEM NUMBER:** HR-6 Human Resources Recommendations **Action Item**  
**Authorization to Enter into Memorandum of Understanding with San Diego State University for University-School Partnerships for the Renewal of Educator Preparation**

---

La Mesa-Spring Valley School District has partnered with San Diego State University to foster teacher preparation excellence. Together, we will work to 1) build teacher candidate competency to meet the needs of African American, Latino, and low income students, 2) demonstrate commitment to using data for continuous improvement, 3) ensure teacher educators are effective in preparing teacher candidates to work with African American, Latino, and low income students, and 4) be responsive to K-12 school systems and the communities they serve.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board grant authorization to enter into the provided Memorandum of Understanding with San Diego State University.

**MINUTES  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR MEETING: November 7, 2018**

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

**CALL TO ORDER**

The President led the Pledge of Allegiance to the Flag.

**PLEDGE OF ALLEGIANCE**

Board members present: David Chong, President  
Jim Long, Vice President  
Rebekah Basson, Member  
Bob Duff, Member

**ESTABLISHMENT OF  
QUORUM**

Board members absent: Emma Turner, Clerk (on CSBA Business in Sacramento)

Staff members present on assignment: David Feliciano, Superintendent  
Dori Guzman, Board Recording Secretary  
Guido Magliato, Assistant Superintendent, Learning Support  
Jennifer Nerat, Assistant Superintendent, Business Services  
Deann Ragsdale, Assistant Superintendent, Student Supports  
Tina Sardina, Assistant Superintendent, Human Resources

**MINUTES**

It was moved by Duff, seconded by Long, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to approve the minutes of the regular meeting of October 2, 2018, as presented.

**MINUTES**

Approved as presented

**AGENDA**

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

**AGENDA**

Approved as presented

**COMMUNICATIONS TO THE BOARD**

Innovation and Engagement Spotlight Series: The District honored the legacy of long-time Parkway Middle School teacher Ana Atkinson, who recently passed away after a short battle with cancer. Mary Beason, Principal, Parkway Middle School, shared a brief video, and the Board of Education presented the family with a Community Hero Award.

**COMMUNICATIONS TO  
THE BOARD**

**Spotlight Series Honoring  
Ana Atkinson, Former  
Teacher, PKMS**

Letter from San Diego Registrar of Voters, *What to Expect on Election Night and Beyond*

Ltr from SD Registrar of Voters

Letter from San Diego County Office of Education regarding 2017-18 Unaudited Actuals Financial Report

Ltr from SDCOE re: 17-18  
Unaudited Actuals

Email from Camden Flores, teacher, regarding outstanding service

Email from C. Flores, teacher,

provided by District front desk staff

re: District front office

Article from San Diego Union-Tribune dated November 5, 2018, *Three Things Causing Bigger Problems for San Diego County School District Budgets than the Great Recession*

SD U-T Article re: SD County School Budgets

Article from San Diego Patch dated November 5, 2018, *Senator Predicts Financial Crisis in San Diego County Schools*

SD Patch Article re: SD County School Budgets

PowerPoint: 2017-18 CAASPP Results

PPT: 17-18 CAASPP Results

PowerPoint: Enrollment Update

PPT: Enrollment Update

Emailed to Board on October 26, 2018: 2018-19 School Plans for Student Achievement

Emailed: 17-18 SPSAs

## **PUBLIC COMMUNICATIONS**

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.

## **PUBLIC COMMUNICATIONS**

## **REPORTS OF OFFICERS OF THE BOARD**

District enrollment grew from 12,133 in 2014-15 to 12,324 in 2017-18. However, 2018-19 has seen a decline of over 200 students. This amounts to approximately \$2,000,000 in lost revenue. This is combined with reduced state funding, increasing STRS/PERS expenses, rising health benefit costs, and a growing special education population. The District has a strategic marketing plan to increase enrollment, and may consider a General Obligation bond in the future to fund facilities modernization, and safety/security upgrades. David Feliciano, Superintendent, shared budget and enrollment information and responded to clarifying questions.

Enrollment Report

In Spring 2018, students in grades three through eight took the annual California Assessment of Student Performance and Progress (CAASPP). Guido Magliato, Assistant Superintendent, Learning Support, provided detailed information on assessment results and responded to clarifying questions.

2017-18 CAASPP Results

## **NEW BUSINESS**

It was moved by Long, seconded by Basson, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to approve the scheduling of the Board's Organizational Meeting to be held December 11, 2018.

## **NEW BUSINESS**

**Organizational Meeting to be Held 12/11/18**  
Approved

It was moved by Basson, seconded by Long, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to adopt board policy updates as presented.

**Board Policy Updates**  
Adopted as presented

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

**Agmnt: Fagen, Friedman & Fulfro**

Absent: Turner, to authorize administration to enter into agreement with Fagen, Friedman and Fulfroost for professional services.	Authorized
It was moved by Duff, seconded by Basson, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to approve the following:	<b>Consent Calendar</b> Approved
Purchase Orders dated September 19, 2018 through October 24, 2018 totaling \$839,502.36	Purchase Orders
Warrants dated September 19, 2018 through October 24, 2018 totaling \$1,743,060.26	Warrants
Expenditures in the amount of \$143.80	Revolving Cash Fund Reimbursements from the General Fund
Purchasing contracts utilized since the last Board meeting: Corona-Norco Unified School District-Bid #15/16-006 for Classroom and Office Supplies; North County Educational Purchasing Consortium (NCEPC)	Purchasing Contracts Utilized Since Last Board Meeting
Lecturer/Presenter/Contractor agreements as presented	Lecturer/Presenter/Contractor Agreements
Sale of surplus items	Sale of Surplus Items
Sale of surplus items (E-waste)	Sale of Surplus Items (E-Waste)
It was moved by Long, seconded by Duff, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to reject a claim of vehicle damage at La Presa Elementary School, and refer to San Diego County Office of Education Joint Powers Authority.	<b>Reject Property Damage Claim &amp; Refer to SDCOE</b> JPA Rejected
It was moved by Basson, seconded by Long, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to approve the Williams Uniform Complaint Quarterly Report.	<b>Williams Uniform Complaint Quarterly Report</b> Approved
It was moved by Long, seconded by Duff, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to approve the 2018-19 School Plans for Student Achievement.	<b>18-19 School Plans for Student Achievement</b> Approved
It was moved by Duff, seconded by Basson, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to authorize administration to enter into agreement with Power League Mentoring Program and County of San Diego to provide services at Bancroft Elementary School.	<b>Agmnt: Power League Mentoring &amp; Co. of SD</b> Authorized
It was moved by Long, seconded by Duff, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to authorize administration to enter into agreement with San Diego County Office of Education to share Quality Preschool	<b>Agmnt: SDCOE to Share QPI Data/Outcomes</b> Authorized

## Initiative Data and Outcomes.

It was moved by Duff, seconded by Long, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to authorize administration to enter into Special Education Master Contract with San Diego Center for Children.

**SpEd Master Contract: SD  
Center for Children  
Authorized**

## HUMAN RESOURCES RECOMMENDATIONS

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

**Human Resources  
Recommendations  
Approved as presented**

It was moved by Duff, seconded by Long, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to adopt Resolution 18-19-12, Elimination of Child Nutrition Assistant Classification and Layoff of One Classified Employee.

**Res. 18-19-12, Elimination of  
Child Nutrition Assistant  
Classification & Layoff of  
One Employee  
Adopted**

It was moved by Basson, seconded by Long, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to authorize administration to enter into agreement with University of St. Augustine for Clinical Experience.

**Agmnt: Univ. of St Augustine  
Authorized**

It was moved by Long, seconded by Duff, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to approve the District Injury & Illness Prevention Program (IIPP) Plan, with the following changes: page 2, Accident/Exposure Investigations, Box 5, changed to read, *Taking immediate corrective action to prevent the accident/exposure from reoccurring, through temporary measures if permanent mitigation cannot be immediately achieved.*

**District Injury & Illness  
Prevention Program (IIPP)  
Plan  
Approved w/ changes**

## ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Duff shared information regarding the East County Intergenerational Games, which were held at La Mesa Arts Academy on October 11, 2018. The event was videotaped by KGTV's Steve Smith, which he will share with the Board. Mr. Duff also suggested continued District participation after his retirement, since the games support District students and the City of La Mesa.

Mr. Long said he was honored to attend the Alpha Kappa Alpha reception on Saturday, November 3, 2018. The event celebrated Dr. Turner's nomination as president-elect of the California School Boards Association.

Mr. Long also noted that he enjoyed serving with the three outgoing Board members: Bob Duff, David Chong, and Rebekah Basson. He also noted that he looks forward to serving with the new Board members.

Mr. Chong shared that he attended a school safety and security

conference, and noted that security recommendations for the District have been received. Mr. Chong also expressed confidence in the groundwork laid by the current Board, which will allow the new Board to carry on the District of the business.

Mr. Feliciano thanked the outgoing Board members for their service. He also attended the reception for Dr. Turner. Mr. Feliciano noted that the San Diego Registrar of Voters would certify the election results by December 6. New members shall be sworn in at the December 11, 2018 Board of Education meeting. Mr. Feliciano also noted that the three departing Board members would be invited back for recognition and a reception.

At 9:15 p.m. the President announced a recess.

### **CLOSED SESSION**

At 9:25 p.m. the President called for a closed session:

- Conference with Legal Counsel–Existing Litigation in Office of Administrative Hearings, Case No. 2018080894 for Student No. 355736;
- Negotiations Update–LMSV Teachers Association;
- Negotiations Update–California School Employees Association (CSEA), Chapter 419;
- Negotiations Update–Administrators Association and Other Unrepresented Bargaining Groups.

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

At 10:06 p.m. the President reconvened the meeting and announced the Board, in closed session, took the following action:

It was moved by Long, seconded by Basson, and carried unanimously with the following votes: Ayes: Basson, Chong, Duff, Long; Noes: None; Absent: Turner, to settle a special education case (No. 2018080894 for Student No. 355736) in an amount not to exceed \$8,000.

### **CLOSED SESSION ACTION**

**Settle Special Education Case  
in Amount Not to Exceed  
\$8,000  
Approved**

The meeting was adjourned at 10:07 p.m.

---

David Feliciano, Superintendent

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held December 11, 2018

---

Emma Turner, Clerk of the Board of Education

# **Exhibit**

## **S-3 New Business**



October 26, 2018

**MEMORANDUM**

To: CSBA Member Boards  
From: Mike Walsh, CSBA President  
Re: Call for Nominations to CSBA's Delegate Assembly

**DEADLINE: Monday, January 7, 2019**

**IF NOMINATING, BOARD ACTION REQUIRED**

Please deliver to all governing board members. See envelope label for Region/Subregion number or visit <https://www.csba.org/About/Leadership/CSBARegions>

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, and Executive Committee, Delegates ensure that the Association promotes the interests of California's school districts and county offices of education.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Monday, January 7, 2019**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion.
- A member board may nominate as many individuals as it chooses, but only one nomination form per nominee.
- All nominees must serve on a CSBA member boards and must give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form.
- An optional one-page, one-sided résumé may also be submitted, but cannot be substituted for the biographical sketch form.
- It is the nominee's responsibility to confirm that all nomination materials have been received deadline. Late submissions will not be accepted.
- The nomination form, candidate biographical sketch form, and optional resume may be returned by Monday, January 7, 2019, via the following methods. Please choose only one method:

- E-mail to [nominations@csba.org](mailto:nominations@csba.org) by 11:59 p.m.
- Fax to (916) 371-3407 by 11:59 p.m.
- Postmarked by U.S.P.S. no later than January 7, 2019.

Elected Delegates serve a two-year term beginning April 1, 2019 through March 31, 2021. There are two required Delegate Assembly meetings each year. In 2019, the dates are May 18-19 in Sacramento and November 4-5 in San Diego. *District eligible to appoint a member of their board to the Delegate Assembly will receive a separate communication from CSBA.* However, districts that appoint may also nominate board members to run for the Delegate Assembly.

The nomination form and current list of CSBA Delegates with their expiration terms are attached. Terms that end in 2019 are up for election. All materials related to the nomination process for elected Delegates are available to download at [www.csba.org/ElectionToDA](http://www.csba.org/ElectionToDA). For more information, please contact the Executive Office at (800) 266-3382. Thank you.

Enclosures: Nomination Form, Candidate Biographical Sketch Form, Delegate Assembly Roster  
S:\EO\Nominations & Elections\DA\For 2019 elections\Nominations\nominations memo.docx



## 2019 Delegate Assembly Nomination Form

### ***DUE Monday, January 7, 2019***

E-mail to [nominations@csba.org](mailto:nominations@csba.org) or, fax (916) 371-3704 or, Mail to: CSBA Exec. Office | 3251 Beacon Bl., W. Sacramento, 95691.

CSBA Region/subregion # \_\_\_\_\_

The Board of Education of the \_\_\_\_\_ voted to  
(Nominating District)  
nominate \_\_\_\_\_ The nominee is a member of the  
(Nominee)  
\_\_\_\_\_, which is a member of the California  
(Nominee's Board)  
School Boards Association.

- ☐ The nominee has consented to this nomination.
- ☐ Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé, if submitted.
- ☐ The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé, if submitted, will be sent by Monday, January 7, 2019.

\_\_\_\_\_  
Board Clerk or Board Secretary (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk or Board Secretary (printed)

**PLEASE NOTE:** This nomination form and nominee's candidate biographical sketch form are both due Monday, January 7, 2019. They may be emailed to [nominations@csba.org](mailto:nominations@csba.org), or faxed to (916) 371-3407 by 11:59 p.m., or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Monday, January 7, 2019**. ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.*** Please contact CSBA's Executive Office (800) 266-3382, should you have any questions. Thank you.



## 2019 Delegate Assembly Candidate Biographical Sketch Form

***DUE: Monday, January 7, 2019 – no late submissions accepted***

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

***Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.***

***Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

Name: \_\_\_\_\_ CSBA Region & subregion #: \_\_\_\_\_

District or COE: \_\_\_\_\_ Years on board: \_\_\_\_\_

Profession: \_\_\_\_\_ Contact Number (please v ☐ Cell ☐ Home ☐ Bus.): \_\_\_\_\_

\*Primary E-mail: \_\_\_\_\_

(\*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☐ Yes ☐ No | If yes, year you became Delegate: \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

# Region 17

Dana Black (Newport-Mesa USD), 2020  
Lauren Brooks (Irvine USD), 2020  
Carrie Buck (Placentia-Yorba Linda USD), 2019  
Bonnie Castrey (Huntington Beach Union HSD), 2019  
Jeff Cole (Anaheim ESD), 2019  
Ian Collins (Fountain Valley ESD), 2019  
Lynn Davis (Tustin USD), 2020  
Karin Freeman (Placentia-Yorba Linda USD), 2019  
Ira Glasky (Irvine USD) ♦, 2020  
Patricia Holloway (Capistrano USD) ♦, 2019  
Al Jabbar (Anaheim Un. HSD), 2019  
Candice (Candi) Kern (Cypress ESD), 2020  
Martha McNicholas (Capistrano USD) ♦, 2020  
Lan Nguyen (Garden Grove USD) ♦, 2020  
John Palacio (Santa Ana USD) ♦, 2020  
Annemarie Randle-Trejo (Anaheim Union HSD) ♦, 2020  
Teri Rocco (Garden Grove USD) ♦, 2019  
Rosemary Saylor (Huntington Beach City ESD), 2020  
Francine Scinto (Tustin USD), 2020  
Michael Simons (Huntington Beach Union HSD), 2020  
Robert A. Singer (Fullerton Joint Union HSD), 2019  
Suzie R. Swartz (Saddleback Valley USD), 2019  
Sharon Wallin (Irvine USD), 2020  
Dolores Winchell (Saddleback Valley USD), 2019

## Region 15 County

John (Jack) Bedell (Orange COE), 2019 ♦

## REGION 16 – 20 Delegates (15 elected/5 appointed) ♦

Director: Karen Gray (Silver Valley USD)

### Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), 2019

### Subregion 16-B (San Bernardino)

Christina Cameron-Otero (Needles USD), 2020  
Tom Courtney (Lucerne Valley USD), 2019  
Barbara J. Dew (Victor Valley Union HSD), 2020  
Gwen Dowdy-Rodgers (San Bernardino City USD) ♦, 2019  
Barbara Flores (San Bernardino City USD) ♦, 2020  
Peter Garcia (Fontana USD) ♦, 2019  
Cindy Gardner (Rim of the World USD), 2020  
Margaret Hill (San Bernardino City USD), 2019  
Shari Megaw (Chaffey Joint Union HSD), 2019  
Jim O'Neill, (Redlands USD), 2020  
Sylvia Orozco (Chino Valley USD) ♦, 2019  
Caryn Payzant (Alta Loma ESD), 2020  
Barbara Schneider (Helendale SD), 2020  
Matt Slowik (Fontana USD) ♦, 2020  
Wilson So (Apple Valley USD), 2019  
Mark Sumpter (San Bernardino COE), 2020  
Eric Swanson (Hesperia USD), 2019  
Kathy A. Thompson (Central ESD), 2019  
Donna West (Redlands USD), 2020

## Region 16 County

Laura A. Mancha (San Bernardino COE), 2020

## REGION 17 – 24 Delegates (18 elected/6 appointed) ♦

Director: Katie Dexter (Lemon Grove SD)

### County: San Diego

Elvia Aguilar (South Bay Union SD), 2020

### Delegate Assembly List as of 10-15-18

Barbara Avalos (National SD), 2020  
Richard Barrera, (San Diego USD) ♦, 2019  
Leslie Ray Bunker (Chula Vista ESD), 2019  
Brian Clapper (National SD), 2020  
Eleanor Evans (Oceanside USD), 2020  
Al Guerra (Alpine Union SD), 2019  
Beth Hergesheimer (San Dieguito Union HSD), 2019  
Laurie Humphrey (Chula Vista ESD), 2020  
Claudine Jones (Carlsbad USD), 2020  
Michael McQuary (San Diego USD) ♦, 2020  
Tamara Otero (Cajon Valley Union SD), 2019  
Dawn Perfect (Ramona USD), 2019  
Barbara Ryan (Santee SD), 2019  
Elva Salinas (Grossmont Union HSD), 2020  
Debra Schade (Solana Beach ESD), 2020  
Nicholas Segura (Sweetwater Union HSD) ♦, 2020  
Charles Sellers (Poway USD) ♦, 2019  
Louis Smith (Coronado USD), 2019  
Arturo Solis (Sweetwater Union HSD) ♦, 2019  
Marla Strich (Encinitas Union ESD), 2020  
Cipriano Vargas, (Vista USD), 2020  
Sharon Whitehurst-Payne (San Diego USD) ♦, 2019

## Region 17 County

Guadalupe Gonzalez (San Diego COE), 2019 ♦

## REGION 18 – 21 Delegates (16 elected/5 appointed) ♦

Director: Wendy Jonathan (Desert Sands USD)

### Subregion 18-A (Riverside)

Alfredo Andrade (Banning USD), 2019  
Kenneth Dickson (Murrieta Valley USD), 2019  
Robert Garcia (Jurupa USD), 2019  
Madonna Gerrell (Palm Springs USD), 2019  
Blanca T. Hall (Coachella Valley USD), 2020  
Tom Hunt (Riverside USD) ♦, 2019  
Cleveland (CJ) Johnson (Moreno Valley USD) ♦, 2019  
Marla Kirkland (Val Verde USD), 2020  
Susie Lara (Beaumont USD), 2020  
Patricia Lock-Dawson (Riverside USD) ♦, 2020  
David Nelissen (Perris Union HSD), 2020  
Bill Newberry (Corona-Norco USD) ♦, 2020  
Kristi Rutz-Robbins (Temecula Valley USD), 2019  
Victor Scavarda (Hemet USD), 2020  
Susan (Sue) Scott (Lake Elsinore USD), 2020  
Mary Helen Ybarra (Corona-Norco USD) ♦, 2019  
Vacant, 2019

### Subregion 18-B (Imperial)

Ralph Fernandez (Brawley Union HSD), 2019  
Diahna Garcia-Ruiz (Heber ESD), 2019  
Gloria Santillan (Brawley ESD), 2020

County: Wendel W. Tucker (Riverside COE), 2020

## REGION 20 – 12 Delegates (11 elected/1 appointed) ♦

Director: Albert Gonzalez (Santa Clara USD)

### County: Santa Clara

Frank Biehl (East Side Union HSD), 2020  
Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2020  
Danielle Cohen (Campbell Union SD), 2019  
Pamela Foley (San Jose USD) ♦, 2019

# **Exhibit**

## **B-6 New Business**



**AMENDMENT TO AGREEMENT TO PROVIDE CONTINUING  
DISCLOSURE CONSULTING SERVICES**

THIS AMENDMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between LA MESA-SPRING VALLEY SCHOOL DISTRICT, (hereinafter called "District"), party of the first part, and PIPER JAFFRAY & CO., 2321 Rosecrans Avenue, Suite 3200, El Segundo, California, 90245 (hereinafter called "Piper Jaffray"), party of the second part:

**WITNESSETH**

**WHEREAS**, on November 4, 2014, the District and Piper Jaffray entered into an Agreement to Provide Continuing Disclosure Consulting Services ("Agreement") to facilitate compliance with Securities and Exchange Commission Rule 15c2-12; and

**WHEREAS**, on January 1, 2017, Senate Bill No. 1029 ("SB 1029") became effective, requiring California school districts to adopt debt management policies and to report annually on authorized and outstanding debt and expenditure of proceeds from debt issuances; and

**WHEREAS**, on October 23, 2017, the California Debt and Investment Advisory Commission ("CDIAC") launched the Annual Debt Transparency Report ("ADTR"), an online reporting system, to facilitate compliance with SB 1029; and

**WHEREAS**, the District plans to issue or has issued municipal securities in the form of bonds, notes and other types of indebtedness which require the District to complete an ADTR with respect to SB 1029; and

**WHEREAS**, to that end, the Board of Education of the District desires to amend its existing Agreement to add a service whereby Piper Jaffray will assist the District in its ADTR undertakings;

**NOW, THEREFORE**, it is mutually agreed as follows, to wit:

The District hereby amends its existing Agreement with Piper Jaffray and Piper Jaffray hereby accepts such amendment from the District to perform the necessary services upon the terms and subject to the conditions as hereinafter set forth:

The "Services to be Provided by Piper Jaffray to the District" section in the Agreement is amended to include:

4. Upon receipt of the necessary information from the District, annually provide services to assist it in filing ADTRs required by SB 1029.

The "Expenses" section in the Agreement is amended and replaced with the below.

1. Piper Jaffray will provide all Continuing Disclosure Consulting services and ADTR filing services to the District at an annual charge of \$4,000.

\* \* \* \* \*

IN WITNESS WHEREOF, said District, party of the first part, has caused these presents to be properly executed, and Piper Jaffray, party of the second part, has caused these presents be executed by one of its officers, as of the date hereinabove set forth.

By \_\_\_\_\_  
PIPER JAFFRAY & CO.

By \_\_\_\_\_  
LA MESA-SPRING VALLEY  
SCHOOL DISTRICT

**AGREEMENT TO PROVIDE CONTINUING DISCLOSURE  
CONSULTING SERVICES**

THIS AGREEMENT, made this 4th day of Nov., 2014, by and between LA MESA-SPRING VALLEY SCHOOL DISTRICT, (hereinafter called "District"), party of the first part, and PIPER JAFFRAY & CO., 2321 Rosecrans Avenue, Suite 3200, El Segundo, California, 90245 (hereinafter called "Piper Jaffray"), party of the second part:

**WITNESSETH**

WHEREAS, Securities and Exchange Commission Rule 15c2-12 ("SEC Rule 15c2-12") sets forth certain obligations of underwriters to review and distribute official statements prepared by municipal securities issuers and to obtain from municipal securities issuers agreements to provide continuing disclosure on a continuing basis pursuant to SEC Rule 15c2-12 while municipal securities are outstanding such that the municipal securities marketplace has continuing access to information about the issuer and its outstanding obligations and the security for such obligations; and

WHEREAS, pursuant to SEC Rule 15c2-12, annual reports and notices of certain events are to be provided to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") portal, located at [emma.msrb.org](http://emma.msrb.org); and

WHEREAS, all municipal securities issuers at the time of issuance of each series of municipal securities, in order to comply with SEC Rule 15c2-12, enter into a Continuing Disclosure Agreement ("Continuing Disclosure Agreement") to provide information about the issuer on a continuing basis; and

WHEREAS, the District in the past has issued municipal securities in the form of bonds, notes and other types of indebtedness and therefore has entered into Continuing Disclosure Agreements which require the District to comply with SEC Rule 15c2-12 by obligating the District to perform Continuing Disclosure Undertakings ("Continuing Disclosure Undertakings") and complete and disseminate the necessary annual reports and notices of certain events through EMMA on a timely basis to the marketplace; and

WHEREAS, to that end, the Board of Education desires to contract with a qualified firm experienced in the field to assist the District in its Continuing Disclosure Undertakings which are required under each of the Continuing Disclosure Agreements;

NOW, THEREFORE, it is mutually agreed as follows, to wit:

The District hereby employs Piper Jaffray and Piper Jaffray hereby accepts such employment from the District to perform the necessary Continuing Disclosure Consulting services upon the terms, subject to the conditions as hereinafter set forth:



Services to be Provided by Piper Jaffray to the District

1. From time to time, provide Continuing Disclosure Consulting services to assist the District file all annual reports and/or Material Event Notices required by any and all past or future Continuing Disclosure Undertakings.
2. Assist in the collection of all relevant data required under the District's current and/or future Continuing Disclosure Undertakings.
3. Provide training to District staff to ensure ongoing compliance with existing or new laws and regulations relating to SEC Rule 15c2-12.

Expenses

1. Piper Jaffray will provide all Continuing Disclosure Consulting services to the District at an annual charge of \$3,000.

Termination

1. The terms and conditions of this agreement shall remain binding and in effect until Piper Jaffray or the District terminates this contract without cause or penalty to either party by providing written notice at least 60 days prior to such termination.

\* \* \* \* \*

IN WITNESS WHEREOF, said District, party of the first part, has caused these presents to be properly executed, and Piper Jaffray, party of the second part, has caused these presents to be executed by one of its officers, as of the date hereinabove set forth.

By: Timothy P. Carter  
PIPER JAFFRAY & CO.

By: Richard  
LA MESA-SPRING VALLEY  
SCHOOL DISTRICT

# **Exhibit**

## **SS-1 New Business**

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

This Agreement is dated as of July 1, 2018 by and between Rady Children's Hospital-San Diego, a California nonprofit public benefit corporation, ("CHILDREN'S") with its principal address at 3020 Children's Way, San Diego, California and La Mesa-Spring Valley School District ("SCHOOL") with its principal address at 4750 Date Avenue, La Mesa, California.

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

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

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

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

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

**1. Obligations of CHILDREN'S**

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

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

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

**5. Term**

The term of this Agreement shall begin on July 1, 2018 and end on June 30, 2019. This Agreement may be renewed only by written agreement by both parties, unless sooner terminated as set forth below.

**6. Termination**

- 6.1 This Agreement may be terminated at any time by any party, with or without cause, by written notice to the other parties with thirty (30) days written notice during the Term of this Agreement.
- 6.2 Either party may terminate this Agreement immediately upon:
  - 6.2.1 Any petition for bankruptcy, dissolution, liquidation, winding up of the affairs of, or the cessation of the provision of Services by CHILDREN'S;
  - 6.2.2 CHILDREN'S failure to maintain the necessary regulatory approvals, licenses, or accreditations to operate an acute care pediatric hospital; or
  - 6.2.3 A material breach by either party of any of their respective obligations under this Agreement if such breach remains uncured for more than thirty (30) days after the giving of written notice of the circumstances of the material breach. A waiver of the breach of any term or condition of this Agreement by either party shall not constitute a waiver of any concurrent or subsequent breach or breaches.

**6.3 Effect of Termination**

- 6.3.1 Upon termination of this Agreement, as provided above, no party shall have any further obligation hereunder, except for (1) obligations occurring prior to the date of termination, including but not limited to all payments for services rendered prior to and including the date of termination; and (2) obligations, promises, or covenants contained herein which are intended to extend beyond the term of this Agreement, including without limitation any indemnities, access to books and records, and confidentiality as herein required.
- 6.3.2 Upon termination or expiration of this Agreement, SCHOOL shall pay to CHILDREN'S the amount, if any, of monies accrued and due, but unpaid hereunder, as of the date of said termination or expiration.

## **7. Confidential Information**

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

## **8. Indemnification and Insurance**

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

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

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

## **9. Additional Terms**

### **9.1 Relationship between the Parties/Representations.**

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

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

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

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

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

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

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

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

AS TO CHILDREN'S:

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

AS TO SCHOOL:

La Mesa-Spring Valley School District  
4750 Date Avenue  
La Mesa, California 91942  
Attention: Jody BonDurantStrong, Coordinator, Student Services

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

[REST OF PAGE INTENTIONALLY LEFT BLANK]



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

**SCHOOL**

\_\_\_\_\_  
By: David Feliciano  
Its: Superintendent  
Date: \_\_\_\_\_

*[Signature]*

**RADY CHILDREN'S HOSPITAL – SAN DIEGO**

\_\_\_\_\_  
By: Margareta E. Norton  
Its: Executive Vice President/Chief Administrative Officer  
Date: \_\_\_\_\_

*[Signature]*

## **EXHIBIT 1.1**

### **DESCRIPTION OF SERVICES**

CHILDREN'S shall provide:

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

The SCHOOL shall provide:

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

## EXHIBIT 4.1

### FINANCIAL TERMS FOR SERVICES BY CHILDREN'S

For Services SCHOOL shall pay to CHILDREN'S the following **2018-2019** School Screening Services Rates as follows below.

<b>School Screening Services</b>	<b>Rate*</b>
Initial screening of threshold of hearing:	\$3.28
Initial screening of far vision:	\$3.28
Initial screening of near vision:	\$3.28
Initial screening of color perception:	\$3.28
Difficult to test hearing or vision screening:	\$6.60
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$71.50
Special Education screening or retest of hearing or vision/Hourly rate-per screener	\$71.50
School Nurse Hourly rate-per screener (rescreens special education, etc.):	\$71.50

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

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

# **Exhibit**

## **SS-2 New Business**

## MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into this 1st day of July 2018 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **La Mesa-Spring Valley School District** (herein known as "District") who agrees to provide the services in accordance with the provisions of the California *Education Code* (EC) sections 8484.7-8484.9. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

### 1. General Conditions:

#### **ASES Program Hours of Operation and Attendance Requirements:**

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school and/or Junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish ASES after school component program goals.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the ASES before school component is operational. Middle school or Junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the ASES before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, District must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:

- i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
- ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
- iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with **California Education Code 8483.7** shall result in a reduction of the ASES grant award allocations.

## **2. Web-Based Attendance and Daily Attendance Accountability Requirements**

1. In FY 18/19 District receiving ASES funds must implement the City Span Web-based Attendance Tracking System ([www.youthservices.net/sandiego](http://www.youthservices.net/sandiego)) for daily program attendance entry.
2. District must fully utilize the "Automated Card Scanning" capability for the system. The City Span Web-based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should District choose not to implement the City Span System the District must provide a description and demonstration of their attendance tracking system to SDCOE for review. All districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program. Also, all Districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each District will be subject to site review of the attendance procedures at a minimum of 15 ASES programs. During the attendance review the District's system must ensure that all Early Release/Late Arrival Policies as well as ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).

5. District will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the new Card Scanning System.
6. In addition, District must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

### **3. Staffing Requirements:**

1. District must ensure a student-to-staff ratio of no more than 20 to 1 at all ASES sites.
2. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.

### **4. State Mandated Data and Evaluation Requirements:**

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and test results as required by CDE.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.
6. District will submit an annual ASES Program Continuous Quality Improvement Plan (CQI) at the District and site level as required by California Senate Bill (SB) 1221. These requirements are codified in Section 8484 of the 2017 California Education Code. While the quality improvement process should be undertaken at the program level, District is responsible for ensuring that it is fully implemented at all of their sites. District is required to report the CQI via the City Span Web-based Attendance and Fiscal Management System by October 10, 2018. District is also responsible for following the county-wide CQI process that has been established by Educational Resource Consultants (ERC).

**5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines**

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$8.19 per student per day for PM (After School) reimbursement and a rate of \$5.46 per student per day for AM (Before School) reimbursement.
2. Allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE.
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

**6. Federal Program Monitoring and Annual Program Audit Guidelines.**

1. The District follows all fiscal and auditing standards required by the CDE. (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4).).
2. Provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2018-2019; Article 3.1. § 19846. After School Education and Safety Program.
3. Participate in Federal Program Monitoring (FPM) training as conducted by SDCOE.

**7. Budget Restrictions**

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program that garner cash or contributions to the equal to at least 33% or one-third of the total annual grant amount for District. District is required to submit the 33% Match/In-Kind via the City Span Web-based Attendance and Fiscal Management System by October 10, 2018.
4. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
5. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.



6. Only sites operating programs are eligible to claim administrative, operational, and/or start-up.
7. The District maintains an inventory record for each piece of equipment, with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, District has conducted a physical check of the inventory of equipment within the past two years and has reconciled the result with inventory records. (34 CFR 80.32(d) (2).) District will also be required to report and all Inventory Items via the City Span Web-based Attendance and Fiscal Management System by October 10, 2018.
8. The record describes the acquisition by:
  - (a) Type
  - (b) Model
  - (c) Serial number
  - (d) Funding source
  - (e) Acquisition date
  - (f) Cost
  - (g) Location
  - (h) Current condition
  - (i) Transfer, replacement, or disposition of obsolete or unusable equipment  
EC § 35168; 5 CCR 3946; 34 CFR 80.32(d) (I.)
9. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3), (4).), District can be required to provide copies of the following documents to SDCOE:
  - Before and After School Program (BASP) contracts – for ASES subcontracts to provider agencies that operate Before and/or After School Programs.
  - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
  - BASP reports program expenditures at the District and site level that clearly demonstrate that the 85/15 requirement is met. District will be required to submit the 85/15 reports via the City Span Web-based Attendance and Fiscal Management System by October 10, 2018.
  - BASP line item budgets.
  - BASP time sheets, including time accounting methods.
10. The District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 or more. Including replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment or other capital assets are allowable as a direct cost when approved by the awarding agency.

The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations(CFR)*, Part 200.313 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB

guidance and generally accepted accounting principles identify equipment as a capital expenditure.

**8. Additional ASES Program Operation Requirements**

1. Designate an ASES Contact person.
2. Ensure the designated ASES Contact attends the scheduled ASES District Contact meetings provided by the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego County Office of Education.
3. Operate the ASES Program to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
6. The program will have an educational enrichment element that may include, but not limited to fine arts, recreation, health awareness, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g. city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by District or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
14. Notify the County in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to District policy.
16. Each ASES funded District will be responsible for the development of a FY 2018-2019 After School Program Plan as part of the San Diego ASES program Consortium. The District's ASES Program Plan template has been provided by the California Department of Education. Working in collaboration with the District Contact, Site Coordinator, Site Principal and other CBO partnerships the District ASES program plan is due on October 17, 2018 to SDCOE via City Span.
17. District staff will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.

18. Each district ASES Program plan will identify FY 2018-2019 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
19. Ensure that ASES staff attends countywide, regional, and district-training opportunities designed to maximize program effectiveness.
20. Host scheduled technical assistance site visits conducted by staff from the After School Administrative Program Support Center (ASC) and the Children's Initiative.
21. Work with staff from the ASC and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

**9. As the official Grantee of Record, the County will provide the following:**

1. In coordination with District, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and After School Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Compile required annual progress reports and submit them in a timely manner.
14. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
15. Convene, in coordination with the District, meetings of after school stakeholders, as necessary.
16. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
17. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the county's ASES funded before and after school programs.

18. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the ASC resources.
19. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally, provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating districts.
20. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
21. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
22. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.
23. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include mock site visits.

#### **10. Terms and Conditions of the Grant Award**

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. **Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8677. For expenses, use Goal 7111 – Non agency Educational appropriation function and object code where the funds are expended.**
5. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
6. The grantee shall use these funds in accordance with the approved application.
7. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the county shall reduce any subsequent allocations by the amount equal to the overpayment.

8. If an ASES program site stops program operations, the county will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
9. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
10. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).**
11. District shall comply with the General Assurances attached to this MOA.
12. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
13. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

<p style="text-align: center;"><b>CDE GRANT NO. 37-24239-1037-EZ FY 18/19: PCA: 24239 VENDOR NO. 1037: SUFFIX NO. EZ</b></p>
--

**11. PERIOD OF AGREEMENT- COMPENSATION/COST AND PAYMENT**  
**SCHEDULE**

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall be July 1, 2018 through June 30, 2019.

The After School Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4:

“The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met.”

Program funds will be dispersed to District based on Education Code 8482.4 reimbursement from CDE. Annual ASES allocation(s) **shall not exceed \* \$1,122,769.07** for District. However, District will only report expenditure up to \$1,100,313.69 (98% of \$1,122,769.07) and will receive a total of \$1,100,313.69 if the district expends all their grant allocation and is in compliant with all grant requirements.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2019 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.  
\* SDCOE will retain 2% of grant funds for countywide program coordination, technical assistance and program support, as agreed herein and this should not be reported in the district expenditure report.

## **12. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES**

### District Contact:

JENNIFER MONTEZ, ESS MANAGER  
LA MESA-SPRING VALLEY SCHOOLS  
4750 DATE AVE.  
LA MESA, CA 91942  
(619) 663-5700 x 6425

### County Contact:

Daymon Beach, Senior Manager  
SDCOE, Student Support Services  
6401 Linda Vista Road Rm 212E  
San Diego, CA 92111  
(858) 569-3133

## **13. CONFIDENTIALITY**

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.
2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.
3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain

the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.

4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.
5. District obligation of confidence with respect to information submitted or disclosed to District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

#### **14. CONFIDENTIALITY OF SERVICES**

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (i) The disclosure is authorized by this Agreement;
- (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school District, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or Districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- (i) Each agency and school District shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- (ii) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- (iii) Each school district shall comply with access log requirements of Section 49064.
- (iv) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.

- (v) An agency or school District may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

#### **15. TERMINATION FOR CONVENIENCE**

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:
  - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is for the convenience of the County, District shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

#### **16. TERMINATION FOR DEFAULT**

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
  - a) Immediately discontinue all services affected (unless the notice directs otherwise) and



- b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
- 2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

#### **17. INDEPENDENT CONTRACTOR**

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

#### **18. HOLD HARMLESS**

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

#### **19. WORKERS' COMPENSATION**

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

#### **20. NON-FUNDING**

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

#### **21. AUDIT**

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the State of California or any of its duly authorized

representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

## **22. INSURANCE REQUIREMENTS**

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

### **Amounts of Insurance:**

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	<u>\$1,000,000</u> Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	<u>\$1,000,000</u> Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

## **23. GOVERNING LAW/VENUE SAN DIEGO**

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

## **24. COMPLIANCE WITH LAW**

District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

## **25. FINAL APPROVAL**

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

## **26. TOBACCO-FREE FACILITY**

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

## 27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The SDCOE Program Manager has determined that the Contractor/Provider will have **"greater than limited contact"** with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

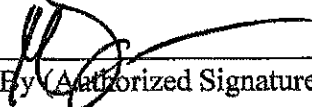
1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The Contractor/Provider has **certified in writing** to the SDCOE Program Manager that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

## 28. ENTIRE AGREEMENT

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

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

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

  
By (Authorized Signature)

Michael Simonson  
Name (Type or Print)

Assistant Superintendent of Business Services  
Title

6/19/18  
Date

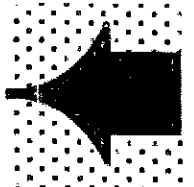
**LA-MESA SPRING VALLEY  
SCHOOL DISTRICT**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**San Diego County Office of Education  
Funding Status per School  
2018-2019**

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038400	Avondale Elementary	E	After School Base	\$122,850.00
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038418	Bancroft Elementary	E	After School Base	\$122,850.00
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038418	Bancroft Elementary	E	Before School Base	\$40,950.00
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038418	Bancroft Elementary	E	Before School Supplemental	\$481.38
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038434	Casa de Oro Elementary	E	After School Base	\$81,180.10
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038459	Highlands Elementary	E	After School Base	\$78,074.79
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038459	Highlands Elementary	E	Before School Base	\$40,950.00
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038459	Highlands Elementary	E	Before School Supplemental	\$288.85
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038467	Kempton Street Literacy Academy	E	After School Base	\$92,006.33
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038467	Kempton Street Literacy Academy	E	Before School Base	\$54,981.11
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038467	Kempton Street Literacy Academy	E	Before School Supplemental	\$552.60
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038475	La Mesa Dale Elementary	E	After School Base	\$78,297.22
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038509	La Presa Elementary	E	After School Base	\$110,594.48
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038509	La Presa Elementary	E	Before School Base	\$40,950.00
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038509	La Presa Elementary	E	Before School Supplemental	\$421.30
37-24239-1037-EZ	La Mesa-Spring Valley	37681970132431	STEAM at La Presa	M	After School Base	\$57,917.44
37-24239-1037-EZ	La Mesa-Spring Valley	37681970132431	STEAM at La Presa	M	After School Supplemental	\$13,705.39
37-24239-1037-EZ	La Mesa-Spring Valley	37681970132431	STEAM at La Presa	M	Before School Base	\$32,516.48
37-24239-1037-EZ	La Mesa-Spring Valley	37681970132431	STEAM at La Presa	M	Before School Supplemental	\$9,754.95
37-24239-1037-EZ	La Mesa-Spring Valley	37681976038566	Rancho Elementary	E	After School Base	\$109,437.67
37-24239-1037-EZ	La Mesa-Spring Valley	37681970134155	Spring Valley Academy	M	After School Base	\$34,008.98
					<b>TOTAL GRANT AMOUNT</b>	<b>\$1,122,769.07</b>
					<b>GRANT AMOUNT, LESS 2%</b>	<b>\$1,100,313.69</b>

# **Exhibit**

## **HR-2 New Business**

## **LA MESA-SPRING VALLEY SCHOOLS**

### **CLASS TITLE: EXTENDED SCHOOL SERVICES RECREATION ATTENDANT (10/29/18)**

#### **BASIC FUNCTION:**

Under the direction of the Extended School Services (ESS) Site Lead, participates in a variety of duties in the operation of the Extended School Services Program at an assigned school site; observes and manages behavior of students enrolled in ESS during recreational activities; monitors the play area during periods when students are present; organizes and directs age-appropriate activities for school age students; and assists in maintaining a clean and safe learning environment for students.

#### **REPRESENTATIVE DUTIES:**

##### **ESSENTIAL DUTIES:**

Assists students to organize and find appropriate activities.

Implements school and ESS discipline policy and follows up with appropriate personnel to convey and/or receive information required to perform job functions.

Maintains program equipment and work areas; ensures availability of items and/or provides a safe learning and recreational environment.

Monitors individual and/or groups of students in a variety of settings and provides a safe and positive environment.

Organizes quiet or active, age appropriate indoor and/or outdoor activities.

Oversees students moving about the campus; ensure the safety of students and meets the District and program requirements.

Promotes appropriate student behavior and good habits through implementation of a discipline plan for the purpose of improving the quality of students outcome and encouraging student development.

Responds to inquiries for the purpose of resolving issues, providing information and/or direction to others.

Serves nutritious snacks; ensures students receive proper nutritional items to meet federal and state guidelines

Transfers children directly from/to parents or designee; ensures safety of students and meets the District and program requirements.

##### **OTHER DUTIES:**

Attends and participates in meetings, in-service trainings, workshops and conferences.

Performs other related duties as assigned.

#### **KNOWLEDGE AND ABILITIES:**

##### **KNOWLEDGE OF:**

Diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students.

Interpersonal skills using tact, patience and courtesy.

Positive reinforcement techniques.

Safe and age appropriate activities.

Stages of child development.

##### **ABILITY TO:**

Act as a good role model.

Establish and maintain cooperative and effective working relationships.

Gather and /or collate data.

Maintain confidentiality.

Maintain discipline with students.

Operate equipment using defined methods.

Positive student discipline using appropriate communication skills.

#### **EDUCATION AND EXPERIENCE:**

Any combination equivalent to: Completion of 10<sup>th</sup> grade and paid or volunteer experience working with children.

**LICENSES AND OTHER REQUIREMENTS:**

Successful passage of the District's job-related proficiency test.

Valid First Aid and CPR Certificate issued by an authorized agency preferred.

**WORKING CONDITIONS:**

**ENVIRONMENT:**

Indoor/Outdoor

**PHYSICAL DEMANDS:**

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

Dexterity of hands and fingers to operate standard playground and classroom equipment.

Hearing and speaking to exchange information.

Occasional lifting, carrying, pushing, and/or pulling

Seeing to monitor student activities.

Sitting or standing for extended periods of time.

**HAZARDS:**

Potential contact with body fluids.

Potential contact with blood-borne pathogens and communicable diseases.

FLSA Status

Approval Date

Salary Range

Non Exempt

Class 3

# **Exhibit**

## **HR-3 New Business**



## **LA MESA-SPRING VALLEY SCHOOLS**

### **CAMPUS ATTENDANT**

#### **BASIC FUNCTION:**

Under the direction of the school's Principal, monitors the playground and/or lunch area during periods when students are present; organizes and directs age-appropriate activities for school age students; encourages students to observe fundamental courtesies at school; implements school discipline policy and assists in maintaining a clean and safe learning environment for students.

#### **REPRESENTATIVE DUTIES:**

##### **ESSENTIAL DUTIES:**

Assists students to organize and find appropriate activities for the purpose of providing a positive learning environment.

Encourages students to observe fundamental courtesies at school and encourages student development.

Implements school discipline policy with appropriate follow up to convey and/or receive information required to perform job functions.

Monitors individual and/or groups of students in a variety of settings and provides a safe and positive learning environment.

Organizes quiet or active, age appropriate indoor and/or outdoor activities.

Oversees students moving about the campus; ensures the safety of children and meets the District's requirements.

Responds to inquiries from a variety of sources and provides information and/or direction to other sources.

Transfers children directly from/to parents or designee; ensures safety of children and meets the District requirements.

##### **OTHER DUTIES:**

Attends and participates in meetings, in-service trainings, workshops and conferences.

Performs related duties as assigned.

#### **KNOWLEDGE AND ABILITIES:**

##### **KNOWLEDGE OF:**

Diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students.

Interpersonal skills using tact, patience and courtesy.

Positive reinforcement techniques.

Safe and age appropriate activities.

Stages of child development.

##### **ABILITY TO:**

Act as a good role model.

Establish and maintain cooperative and effective working relationships.

Gather and/or collate data.

Maintain discipline with students.

Operate equipment using defined methods.

Positive student discipline using appropriate communication skills.

Problem solve when equipment is limited to moderate.

Schedule activities.

Understand and carry out oral and written instructions.

Use basic, job-related equipment.

Work with a diversity of individuals.

Work with data utilizing defined and similar processes.

Work with others.  
Work with similar types of data.  
Utilize specific, job-related equipment.

**EDUCATION AND EXPERIENCE:**

Paid or volunteer experience working with children.

**LICENSES AND OTHER REQUIREMENTS:**

Successful passage of the District's Job Related Proficiency Test.  
Valid First Aid and CPR Certificate issued by an authorized agency preferred.

**WORKING CONDITIONS:**

**ENVIRONMENT:**

Indoor/Outdoor

**PHYSICAL DEMANDS:**

Bending at the waist, kneeling or crouching to assist students.  
Dexterity of hands and fingers to operate standard playground and classroom equipment.  
Hearing and speaking to exchange information.  
Occasional lifting, carrying, pushing, and/or pulling  
Seeing to monitor student activities.  
Sitting or standing for extended periods of time.

**HAZARDS:**

Potential contact with body fluids.  
Potential contact with blood-borne pathogens and communicable diseases.

**FLSA Status**

Non Exempt

**Approval Date**

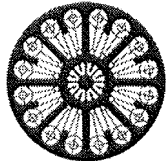
Pending Board Approval

**Salary Range**

Class 3

# **Exhibit**

## **HR-4 New Business**



# ST.CATHERINE UNIVERSITY

## AGREEMENT FOR CLINICAL EXPERIENCE

This Agreement ("Agreement"), effective January 1, 2019 is between ST. CATHERINE UNIVERSITY with campuses in Minneapolis at 601 25th Avenue South, Minneapolis, MN 55454, and St. Paul at 2004 Randolph Avenue, St. Paul, MN 55105 (the "University") and La Mesa Spring Valley School District at 4750 Date Avenue, La Mesa, CA 91942 and such affiliated sites as are identified in writing and approved in advance by the University (the "Facility").

Students enrolled in educational programs offered by the University are required to participate in one or more clinical experiences and the Facility wishes to assist in the provision of such clinical experiences.

The term "clinical" includes instructional experiences which may be called "clinical field experience," "practicum," "fieldwork," or "internship," by a specific program of the University.

The University and the Facility wish to enter into this Agreement to outline the terms under which students enrolled in the program(s) listed in the attached Exhibit A ("Program(s)") may participate in a clinical experience at the Facility.

Accordingly, the University and the Facility agree as follows:

### **1. Administration of Program**

The University is responsible for developing the Program's curriculum, determining prerequisites and eligibility requirements for students to participate in the Program, determining academic credit for participation in the Program, evaluating and grading students performance, and otherwise administering the Program. The Facility will designate a liaison to serve as the principal contact person between the Facility and the University concerning the University's oversight and administration of the Program.

### **2. Placement of Students**

The Facility will allow placement of students from the OTA Online Program at the Facility, subject to conditions that include:

- a. The appropriate department head at the Facility and the applicable University Program Director will agree in writing to the placement of specific Program students at specific site(s) and department(s) at the Facility, and as to the specific arrangements (e.g. number of students accepted, starting date, duration of the clinical experience).
- b. The University will furnish the Facility with written objectives for each student

clinical experience as well as guidelines for evaluating student success.

### **3. Contract Period**

This agreement is effective beginning January 1, 2019 and will renew automatically for succeeding academic years unless either party gives the other written notice on or before August 1 that it will not renew the contract for the academic year beginning the following September.

### **4. Insurance**

The University will maintain the following types of insurance covering each faculty member and student participating in a clinical experience at the Facility in the Program(s).

- a. General liability insurance in the amount not less than one million dollars (\$1,000,000) for each occurrence and annual aggregate.
- b. Professional/medical malpractice insurance in an amount not less than two million dollars (\$2,000,000) for each claim and four million dollars (\$4,000,000) annual aggregate.
- c. The Facility will maintain general liability insurance in the amount not less than one million dollars (\$1,000,000) for each occurrence and annual aggregate.
- d. The Facility will maintain workers' compensation that covers the students in the Program if required by applicable laws.
- e. Students will carry their own health insurance while enrolled in the health professions programs at St. Catherine University

### **5. Supervision**

A qualified University faculty member will provide distance support for students and clinical educators as needed for level I fieldwork and level II fieldwork via conference calls, electronic communication, or site visits.

For fieldwork II experiences, the Facility will have immediate responsibility for the day to day supervision of the students' clinical experiences and the primary on site supervision will be conducted by a named fieldwork educator at the Facility.

Fieldwork I utilizes a group model experience and the preceptor role will be fulfilled by a University employee who will be onsite with the students.

Facility supervision in either case will be conducted by persons who have the necessary skills, qualifications, credentials, and, where applicable, licensure or certification, to provide such supervision.

The Facility and the University will agree to a fieldwork plan that includes the details of the fieldwork supervision, the goals and experiences to be made available to students, access to space or other resources if relevant, and communications among students, the Facility, and the University.

## **6. Orientation and Facility Policies**

The Facility will orient students to the Facility and provide students and the University with applicable rules and policies of the Facility that are relevant to the students' experience at the Facility, including the Facility's policies regarding patient and other records, patient confidentiality, health and safety rules, infection control, dress codes, and conduct. ("Facility Policies"). Students and University faculty (when engaged in activities involving the Facility) shall be subject to Facility Policies. The Facility may require each student participating in a clinical experience to acknowledge in writing that s/he agrees to be bound by such rules and policies.

## **7. Documentation of Health Status**

Prior to their participation in a clinical experience at the Facility, the University will obtain the following from the student. Faculty members expected to be physically present at the Facility will have on record with the University evidence of the absence of tuberculosis as demonstrated annually by a negative Mantoux test or QuantiFERON (blood test) within the year preceding entrance into the clinical facility.

- a. Evidence of immunity to rubeola (red measles) as demonstrated by one or more of the following: (1) physician documentation of two doses of live measles vaccine on or after the first birthday; or (2) laboratory evidence (blood titer) of immunity to measles.
- b. Evidence of immunity to rubella as demonstrated by: (1) laboratory evidence (blood titer) of immunity to rubella; or (2) documented immunization with live virus vaccine on or after their first birthday.
- c. Evidence of immunity to mumps as demonstrated by: (1) laboratory evidence (blood titer) of immunity to mumps; or (2) documented immunization with live virus vaccine on or after their first birthday.
- d. Evidence of the absence of tuberculosis as demonstrated annually by a negative Mantoux test (2 step initially, then one step thereafter) within the year preceding entrance into the clinical facility. In the event that the Mantoux test is positive, faculty and students will be required to provide documentation of a negative chest x-ray upon admission to their academic program or documentation of having received the INH series followed by documentation of one negative chest x-ray at the time of admission to their academic program.
- e. Documentation of immunizations, positive antibody titer to Hepatitis B or signed declination (applicable to students and faculty members participating in clinical experiences where patient contact is expected and where exposure to body fluids may reasonably be anticipated).
- f. Evidence of immunity to Varicella as demonstrated by (1) documented history of disease, (2) documentation of blood screen immunity (print Lab report); or (3) documentation of two vaccines.

- g. Documented current TDAP/DTAP
- h. Documentation of influenza vaccine during active flu season (October -March).
- i. Immunization information will be kept onsite at the University. If information is needed, the Facility is responsible for obtaining a copy from the student or the university.

**8. Access and Confidentiality**

Students shall be instructed by the University prior to beginning a clinical experience at the Facility concerning the confidentiality of medical information of Facility's patients. For purposes of compliance with the Health Insurance Portability and Accountability Act and associated privacy regulations (HIPAA), students shall be considered part of Facility's work force as that term is defined in HIPAA to include trainees and students.

Students are not considered work force or employees of the Facility for other purposes, including but not limited to tax or employment law purposes. The Facility shall provide the necessary training regarding HIPAA.

**9. Confidentiality of Student Information**

The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the University's students engaged in a clinical experience at the Facility pursuant to this Agreement.

**10. Nondiscrimination**

The parties shall comply with their respective internal policies of nondiscrimination and with the anti-discrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments Act of 1972, the Americans with Disabilities Act, Fair Credit Reporting Act, and other applicable federal, state and local laws.

**11. Accreditation/Licensure**

The Facility will maintain all licensure required by applicable law, and in the case of a hospital or other facility where accreditation is applicable, the Facility will maintain accreditation by an appropriate Joint Commission, CMS or other accrediting body.

**12. Responsibility for Care**

The Facility will retain responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as the presence of the educational program affects the operation of the Facility and/or direct or indirect care of patients.

**13. Right to Terminate Participation**

The Facility, in maintaining its standard of patient care and safety, reserves the right to terminate the participation of any student or instructor from the Facility and to refuse any such person further participation in a clinical experience under this agreement.

**14. Background Studies**

Notwithstanding anything herein to the contrary, the University agrees and represents that it will conduct a National Background Study for all students prior to starting their lab and fieldwork experience and or other background checks required by applicable state law; provided, however, that the Facility agrees to advise the University of the background checks required by applicable law for that Facility and does so sufficiently in advance of the start of the clinical experience so as to enable them to be completed on a timely basis.

- Background study clearances will be kept onsite at the University. If copies are needed, the Facility is responsible for obtaining a copy from the student.

**15. Miscellaneous**

- a. The University and the Facility shall each bear their own costs associated with this Agreement. The Facility is not obligated to pay the University or students, nor are the University or students obligated to pay the Facility with respect to the clinical experience referenced in this Agreement.
- b. The parties each represent that its policy is to comply with applicable laws, including non-discrimination laws, in carrying its responsibilities under this Agreement.
- c. This Agreement may be amended at any time upon the mutual consent of the parties. All such amendments must be in writing and signed by the authorized representatives of the parties.
- d. In the event that any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement are nonetheless enforceable.
- e. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement shall not be construed a partnership, join venture or any other relationship, other than that of independent contractors



**ST. CATHERINE UNIVERSITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Angela M. Riley  
Executive Vice President and Chief Financial Officer

**FACILITY/ORGANIZATION NAME**  
**La Mesa Spring Valley School District**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Administrator or Designee, Facility/Organization

\_\_\_\_\_  
Tina Sardina, Assistant Superintendent

## EXHIBIT A

### Agreement for Clinical Experience effective January 1, 2019 between St. Catherine University and La Mesa Spring Valley School District

<u>Participating University Program</u>	<u>Clinical Coordinator</u>
ASL/English Interpreting	Paula Gajewski-Mickelson
HIS/Coding Specialist/Medical Records	Carolyn Valo
Community Work and Learning	D'Ann Urbaniak Lesch
Exercise and Sports Science	Joshua Guggenheimer
Master Health Informatics	Mehrdad Rafiei
Holistic Health Studies	Janet Dahlem
Library and Information Science	Debra Grealy
Nursing-RN to BS	Sonja Rivers
Nursing-RN to BA	Sherry Hemauer
Nursing-MSNEL	Deb Filer
Nursing-NP-Adult Gero/Pediatrics	Susan LaMotte
Nursing-Nurse Educator	Emily Nowak
Nursing-DNP	Nanette Hoerr
Nutrition/Dietetics	Holly Willis
Occupational Therapy Assistant	Thomas Hutton
Occupational Therapy Assistant-Online	Theresa Bentz
Occupational Therapy –MAOT	Linda Buxell and John Fleming
Ophthalmic Technician	Aaron Shukla
Phlebotomy	Jaclyn Schuldt
Physical Therapist Assistant	Jessica Scholl
Physical Therapy-DTP	Christi Anderson
Physician Assistant	Jennifer Andrews-Gonzaga
Public Health/Community Health Worker	Julie Mumm
Master Public Health	Christina Bliss-Barsness
Radiography	Merry Richards and Dreux Hempe
Radiation Therapy	Cassandra Donahue and Laura Peterson
Respiratory Care	Molly Quinn Jensen
Social Work-MSW	Lisa Richardson
Social Work-BSW	Eva Solomonson
Sonography	Robert Naughton

---

Administrator responsible to execute the attached clinical agreement and amendments to its.

**University**  
**Angela M. Riley**  
**Executive Vice President and Chief Financial Officer**

# **Exhibit**

## **HR-5 New Business**



## REDUCED WORKLOAD PROGRAM AGREEMENT

**EMPLOYEE: Shannon Johnson**

**EMPLOYEE ID NO: 412731**

Pursuant to Education Code Section 44922/87483 , and in accordance with the La Mesa-Spring Valley School District Certificated Contract , I agree to perform my teaching service on the following part-time basis with full retirement credit.

1. Participation in the program will begin July 1, 2018, and end June 14, 2019, close of day for the school year 2018-19.
2. The required days of service will be 184 with commensurate compensation 80% FTE of the salary rate for the school year.
3. Contributions to the State Teachers' Retirement System shall be based on the full salary amount.
4. Any leave without pay that would reduce earnings below 50% will void participation in this program.
5. Retirement before the 'normal' close of contract school year will void participation for the final year. Service credit will be adjusted accordingly.

Pay Option: Eighty Percent (80%) FTE pay for 12 months for the entire school year.

\_\_\_\_\_  
Shannon Johnson

\_\_\_\_\_  
Tina L. Sardina  
Assistant Superintendent, Human Resources

Date \_\_\_\_\_

Date \_\_\_\_\_

# **Exhibit**

## **HR-6 New Business**



## Memorandum of Understanding

This Agreement is entered into on December 12, 2018 between La Mesa-Spring Valley School District (hereinafter "District") and San Diego State University (hereinafter "University ") for the joint exercise of their powers.

### Recitals:

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

### University-School Partnerships for the Renewal of Educator Preparation

#### San Diego State University & La Mesa-Spring Valley School District

This Memorandum of Understanding sets forth the expectations and commitments of the US PREP member providers and partner districts, including the collection and sharing of data for reporting and evaluation purposes.

<b>US PREP Membership</b>
---------------------------

The purpose of the US PREP National Center is to facilitate collaboration among partner districts, providers and key stakeholders for the purpose of creating classroom-ready teachers and advancing LEARNING and INNOVATION in teacher preparation through technical support, design-based research and transparent use of data. US PREP providers and partner districts will support and hold each other accountable for fully implementing and scaling the specific US PREP Commitments across all the teacher preparation programs within each provider member institution.

To participate as a member provider in the US PREP National Center, institutions accept responsibility for the terms spelled out in this Memorandum of Understanding and have obtained the signed endorsement of the member dean of education, university provost/president and the superintendent of a key partner district.

US PREP membership is characterized by *fully-scaled* transformation, significantly improved graduate effectiveness/impact, sharing and transparency of data, and rigorously objective “critical friend” feedback / accountability. US PREP Member Providers are expected to fully scale and fully sustain the transformation goals post-grant funding. To foster the achievement of these outcomes, the US PREP National Center will support member institutions with an annual

Individual Transformation Plan (ITP) to implement proven strategies, specifically: a) piloting, b) scale-up and c) post-grant or no-grant cost internalization.

### **Key Goals of Quality:**

**Teacher preparation leaders and school district partners work together to:**

- (1) Build teacher candidate competency to meet the needs of Black, Latino, and low-income students.**
- (2) Demonstrate commitment to using data for continuous improvement.**
- (3) Ensure teacher educators are effective in preparing teacher candidates to work with Black, Latino, and low-income students.**
- (4) Be responsive to K-12 school systems and the communities they serve.**

The US PREP National Center will fully actualize the four Key Goals of Quality, and the related US PREP Commitments, by utilizing common outcome measures of effectiveness, sharing data for purposes of improving practice and student outcomes, conducting research and disseminating findings across the profession. The lead institution hosting the US PREP National Center will be Texas Tech University (TTU). In addition, shared data and collective analysis of US PREP member practice will serve to advance the measured effectiveness of all US PREP Members.

### **Core Teacher Education Program Goals**

The teacher education program goals described below are expected areas of transformation for US PREP Member Providers within the 3-year timeline of the grant. A particular area of strength of the model is *school-university partnerships for teacher preparation with strong clinical experiences* and the use of: a) a clear programmatic framework for excellence in teaching, b) technology to foster teacher candidate reflection on practice, and c) data systems for progress monitoring and refinements.

### **Goal One: Build teacher candidate competency to meet the needs of Black, Latino, and low-income students.**

- US PREP Member Providers will establish and fully scale clear program-level *outcome* measures to include the following: (1) *Observational*: A rubric of instructional effectiveness, (2) *Attitudinal*: An instrument to measure K-12 student's attitudes about learning (e.g. student perception survey), (3) *Post-graduation*: Partner district standardized student achievement test scores used in *value-added analysis* comparing US PREP new teachers with new teachers from other programs.

- US PREP Member Providers will define, fully articulate, and become masterful at developing and measuring teacher candidates' degree of classroom instructional competencies around a common, programmatic framework of teaching excellence
- US PREP Member Providers will require all teacher preparation faculty who teach and/or evaluate teacher candidates to be trained and successfully certified on the performance-based rubric on an annual basis. This action fosters program rigor and significantly increases the probability of inter-rater reliability.
- US PREP Member Providers will pilot, research and scale program-level **benchmark progress monitoring measures** to ensure teacher candidates' timely growth throughout the teacher education program. Proficiency areas may include: a) content-area, b) pedagogical content knowledge, c) pedagogical skills, and d) technology integration.
- US PREP Member Providers will adopt, scale and continuously refine a semester-by-semester **faculty-team process of teacher candidate progress monitoring** on the programmatic, embedded assessments. Faculty will create interventions as needed for teacher candidates based on progress reviews.
- US PREP Member Providers will review and revise as needed the structure, scope and sequence of teacher education program *courses* and *embedded assessments* to ensure that teacher candidates are making expected **benchmark** progress toward the ultimate program-level **outcomes**. This curriculum work will ensure program intentional integration among the state's K-12 academic standards, the program's core teaching concepts, and overall framework of teaching excellence.
- US PREP Member Providers will adopt, scale and continuously refine the role of **Site Coordinators**, teacher education faculty members assigned to a cohort of teacher candidates as overall program coordinators, district liaisons, instructors, clinical coaches and housed in the partner district.
- US PREP Member Providers will implement formative classroom walkthroughs to monitor and support teacher candidates' ongoing progress. Site Coordinators will conduct a minimum of four (4) walkthroughs each semester during the residency. Data and feedback from walkthroughs will be shared with teacher candidates and mentor teachers along with recommended next steps.
- US PREP Member Providers will adopt, scale and continuously refine the **POP clinical learning cycle** (i.e., pre-conference, observation, post-conference) with at least two cycles per semester during the student teaching year.
- US PREP Member Providers will adopt, scale and continuously refine the use of programmatic **video capture** to foster teacher candidates' self-reflection and strong teaching skills.



- US PREP Member Providers will pilot the use of extended student teaching experiences to ensure candidates experience the full school year (e.g. 3 days in the first semester, 4-5 days in the second semester). Collective US PREP outcome data will guide the coalition on decisions about final adoption, scaling and continuously refinement of YEAR-LONG student teaching.
- US PREP Member Providers, dominantly through their Site Coordinators, will recruit, select and train highly effective cooperating (mentor) teachers and specifically implement a co-teaching model during the residency.

**Goal Two: Demonstrate commitment to using data for continuous improvement.**

- Member Institutions will be expected to *contribute a standard set of data* to the shared US PREP database on a timely and ongoing basis.
- US PREP Member Providers will have the opportunity to adopt, scale and continuously refine an easy-to-use data *dashboard system* to be utilized extensively and programmatically by site coordinators, teacher education program instructors, and program & college leadership to monitor teacher candidate progress and make program adjustments.
- US PREP Member Providers will participate in an *annual formative program site-review visits*, which will examine the program implementation and outcomes (e.g., quality of teaching by student teachers and program faculty, quality of clinical coaching by site coordinators). Results from the site visit will be considered as “critical friend” external review results and will only be reported internally within the US PREP coalition.
- US PREP Member Providers will conduct coalition-provided *surveys of partner district employer and graduate satisfaction*.
- US PREP Member Providers will pilot, research and scale the use of video capture and sharing technology (i.e., iPads, SWIVL) to enable “*second scoring*” of teacher candidates’ performance-based assessments each semester to ensure scoring rigor and **inter-rater reliability** in the assessment of observed teaching effectiveness. All faculty members providing instruction in the teacher education program will be **trained and certified in the performance rubric**, and **participate in second scoring**.
- US PREP Member Providers will adopt, scale and continuously refine a semester-by-semester college-leadership-level teacher education program evaluation reporting process (e.g., “*Data Day*”). Such reports will provide cross-program (e.g., elementary, secondary) comparisons on the outcome variables. Providers will use data and such events to review cohort-level data to inform curriculum decisions, course instruction, district-level governance meetings, site coordinator and mentor teacher training topics.

- U.S PREP Member Providers will participate in annual US PREP *reports on teacher program effectiveness* based on findings from the shared database system, design-based research projects and post-graduation effectiveness data. Reports will be made available to stakeholders.

**Goal 3: Ensure teacher educators are effective in preparing novices to work with Black, Latino, and low-income students.**

- US PREP Member Providers, and especially deans, chairs and other administrative leaders in the provider's college, will hold to **high-fidelity implementation of teacher educator roles** (e.g., Site Coordinators, course instructors, etc.) and **expectations** (e.g., as assessed in the Program Review Process)
- US PREP Member Providers will actively engage in **Design-based Research PLC Teams** that iteratively hone programming and teacher candidate outcomes across a range of curriculum, instruction and clinical processes
- US PREP Member Providers, and specifically deans, chairs and other administrative leaders in the provider's college, will enact annual "**Program Improvement Contracts**" with teacher preparation program faculty that lay out contract deliverables such as results-oriented professional development and specific program improvements emanating from prior Data Day and other program review processes.
- US PREP Member Providers consider, *if applicable*, the use of a merit-based system to reward teacher educator excellence.

**Goal Four: Respond to K-12 school systems and the communities they serve**

- US PREP Member Providers will pilot, research and scale targeted programs that attract and *prepare highly effective teachers-of-color*.
- US PREP Member Providers will use the school-university teacher education partnership MOU to collect data and *address teacher education programming to specific areas of educator need in the partner districts* (e.g., STEM, Special Education, Secondary and Bilingual).
- As part of the MOU, school-university partnership leaders will *actively participate in quarterly shared governance* and annual partnership evaluation meetings.

US PREP Staff have direct experience implementing both undergraduate and graduate residency teacher education programs and can provide implementation support for both programs. It is understood that US PREP Member Providers may reside in states that require other program components or measures (e.g., the ED-TPA). Such requirements will not conflict with US PREP coalition initiatives and may even provide different or additional lenses for research on teacher candidate effectiveness.

### Common Outcome Measures

To ensure and demonstrate the project's progress, Preparation Program will share with the Technical Assistance Provider the following Project Data:

- Number of total candidates trained by the teacher preparation program
- Percent of candidates trained in the model that reflects all aspects of quality programming
- Enrollment demographics
- Evidence of candidate proficiency in content knowledge (e.g. state content exams)
- Evidence of candidate proficiency in dispositions (e.g. scores on a disposition/professionalism rubric)
- Evidence of pre-service candidate proficiency in pedagogy:
  - **Performance-based Assessment of Teaching Effectiveness:**
    - An instructional rubric of effectiveness (i.e., NIET TAP, Charlotte Danielson, CLASS) that meets reliability and validity criteria set forth by the CAEP Standards. This instructional framework a) a common language framework for teaching excellence, b) rich and in-depth clinical training/support, and c) guidance on curriculum revisions designed to prepare teacher candidates to teach effectively.
    - Given that university teacher preparation has historically not placed concentrated programmatic emphasis on ALL teacher educators' deep understanding, experience and mastery of performance-based assessment as a formative teaching, learning and *skill-shaping* tool within teacher preparation programs, the US PREP National Center will support all teacher educators with development of a deep understanding of the instructional rubric.
- **Implementation of the Colorado SPS K-12 Student Attitudinal Measure**
  - To assess the impact of US PREP Student Teachers on the learning attitudes of the K-12 students that they teach, the *Student Perception Survey* will be used *twice* during the student teaching experience: 1) once as a diagnostic measure approximately one month into student teaching, and 2) a second time as an outcome measure at the end of student teaching.
  - The SPS is used in a manner that permits linkage of K-12 student

responses, student demographic information and student classroom benchmark achievement results to individual student teachers. Using the survey twice during the student teaching (extended clinical experience) year is for the purpose of making teacher candidates aware of the attitudes of their students and for creating and implementing a targeted intervention plan for improving the achievement of the lowest performing students (i.e., after SPS scores have been correlated with classroom assessment and district benchmark assessment data). The second administration of the SPS is for the purpose of providing data to show the impact of efforts to improve students' attitudes about learning as well as their actual academic achievement.

- **Completer Data**

- Candidate feedback (i.e. graduate exit survey)
- Evidence of program completer proficiency, including:
  - Attitudinal measures (e.g., survey data from program completers, hiring principals, students, parents)
  - Observational measures (where possible)
  - Outcome-based measures
  - Program completer demographics
  - Program completer employment information
  - Program completer retention rates

### **Data Sharing**

- All parties will share data in accordance with the applicable federal, state and local laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).
- Preparation Program will analyze all Project Data and ensure its reliability. In accordance with all laws
- Preparation Program will share de-identified data with Technical Assistance Provider and project funders (where necessary, for technical assistance purposes, the provider can give US PREP access to identifiable data for the purpose of training and quality control).
- No Party shall transfer to any third party, including funders, any personally identifiable information or any data or information the transfer of which would violate any applicable federal, state, or local laws

### **Close Teacher Preparation Collaboration with a Key Partner District and the Superintendent**

A foundational principle of the US PREP National Center is authentic school-university partnerships for teacher preparation. Deep partnerships with school districts, schools, teachers and school leaders who know their district's trends and human capital needs will help US PREP Member Providers become grounded and aligned with needs. Innovative providers must be nimble, vigilant and proactive; today's teacher competencies may not be sufficient for tomorrow's classrooms. Shared school-university strategic planning, evaluation of

teaching/learning trends and teacher preparation transformation outcomes will drive continuous learning and tactical innovation pilot initiatives moving forward. To ensure that each provider and their marketplace is represented in the bi-annual school-university shared leadership meeting, each provider will enlist the participation of a key partner district superintendent as a co-leader in the US PREP coalition. Superintendents, and staff if they prefer, will be asked to participate in two leadership meetings per year funded by US PREP. These meetings will be held in easily accessible population centers.

### **School System Role and Responsibilities**

School System's Role. The school system will work collaboratively with the preparation program to implement a transformed teacher preparation model.

School System's Responsibilities. To further the goal of training and evaluating effective teacher candidates, the school system will:

- Identify schools within the school system that will participate in the project and secure support for the work from leadership and staff within each participating school.
- Allow the use of video capture of teacher candidate practice for self-reflection purposes
- Support the placement of a university “site coordinator” within a pod of partner district schools to oversee and support the development of the teacher candidates
- Provide a district classroom and/or meeting space for the training of teacher candidates and mentor teachers in the collaborative teacher prep program
- Support the twice-yearly administration of a K-12 student perception survey about the effectiveness of the teacher candidate
- If possible, provide masked K-12 student achievement data linked to new teachers within the partner district to compare the value-added impact of graduates
- Share relevant Teacher Candidate and program completer data to enable Preparation Program to evaluate and assess progress. The Completer Data will include:
  - Initial Employment Rates of Program Completers;
  - Retention Rates for Program Completers;
  - Measures of effective teaching for Teacher Candidates, including data derived from attitudinal, observational, and outcome-based assessments

### **Nature of US PREP Services/Supports to Foster Teacher Preparation Excellence Across the Coalition**

Seasoned teacher educators understand the difference between *hearing about* vs. *attempting to implement* program transformation. The US PREP National Center will provide members with conceptual as well as site-based and “on-the-ground” support for implementing and evaluating the transformation goals. The US PREP National Center will offer the following *services/supports*:

- US PREP Staff will provide guidance to member providers on implementing curriculum and clinical transformation around the four Key Goals of Quality and the US PREP Commitments from piloting, to phase-in and scale-up. US PREP will provide conceptual and site-based, hands-on support for transformation operations, oversight and site coordinator quality control by highly successful, practicing teacher educators.
- US PREP Staff will provide guidance to member providers on use of video technology to capture, share and shape teacher candidates' competencies as well as how to conduct double-scoring processes with teacher educators for the purpose of inter-rater reliability, rigor and integrity of implementation.
- US PREP Staff will provide experience-based guidance on deep and authentic school-university partnerships for teacher education. The Center will also provide on-the-ground support for school-university collaborative processes in teacher preparation such as shared governance meetings, mentor teacher training, and clinical support processes.
- US PREP Staff will provide guidance on how to use common outcome data formatively (and within a dashboard system if applicable) as part of the implementation of the transformed program to make ongoing decisions about teacher candidates and program direction.
- US PREP Staff will provide guidance to member providers and partner districts on data collection procedures around the common outcomes measures.
- US PREP Staff will provide guidance, invitations and coordination to member providers for the purpose of engaging them in cross-institution PLC teams for the purpose of honing curriculum, instruction, and clinical processes (i.e., teacher educator and program effectiveness).
- The US PREP National Center will support a close-knit support group among the coalition deans and other key decision-makers. The purpose of this group (led by and for US PREP coalition deans) is to support individual deans and the group in making sometimes difficult decisions in the transformation process. As needed, the dean-directed support group may elect to engage coalition provosts and/presidents.

### Program Development Framework Review

This external process is an annual, rigorous yet formative “critical friend” site review process. Specifically, the Program Review process will provide fine-grained feedback about the observed **teaching effectiveness** of member providers' student teachers and teacher educators as well as the **clinical shaping capacity** of site coordinators. In addition, it will provide feedback about member providers' **curriculum design**.

### **Continuation of Membership and Specialization of Transformation**

The US PREP National Center accepts responsibility for helping member providers effectively implement the teacher education program transformation initiatives articulated in this MOU.

Further, the US PREP National Center will monitor and report member providers' implementation progress during the three-year term of the grant-supported project.

As with all grantees, failure to make progress toward committed goals could lead to the loss of funding. The US PREP National Center will work with each member provider on an annual Individual Transformation Plan (ITP) basis to support full actualization of the four Key Goals of Quality.

### **The Annual US PREP ITP Process for Supporting Member Providers**

The early stages of Year One of the Foundation-supported US PREP work will focus on learning about each member provider's **baseline starting points** on the Key Goals of Quality.

With the baseline assessment, US PREP Staff and member providers will jointly create an annual Individual Transformation Plan (ITP) and project management plan with the transformation goals, resources, timelines and personnel responsibilities. The ITP will determine US PREP services/supports and will be the basis for quarterly and end-of-year progress monitoring.

The US PREP National Center will do everything in its power to support progress and the success of each member provider. Each US PREP Member Provider's effort and progress will drive Center decisions about members' funding and continuation in the coalition.

Factors to drive decisions about continuation include: a) provider extent of use of US PREP services, b) quality of provider's school-university relations with their key partner school district, c) degree of provider provision of data, participation in data reviews and in the design-based program improvement teams, d) provider's annual progress on the four Quality Objectives, and e) outcome evidence about the quality of the provider's new teacher graduates.

It is understood that member providers will want/need to tailor programs to make them their own. This is not only accepted, it is encouraged, within the limits of our collective data findings on graduate effectiveness.

### **Amendment and Termination**

Designated staff from the US PREP National Center will provide a number of coordinated services to support the success and impact of the transformation goals across the Member Providers. In the longer-term, the Center is conceptualized as becoming a member-owned CO-OP with Center Staff Members coming from multiple member institutions.

This MOU may be modified or amended in writing by mutual agreement of the Parties, and such amendments shall become part of, and shall be attached to this MOU. This MOU may also be terminated by any Party upon ninety (90) days written notice to the other Parties. Should this

MOU be terminated, the Parties shall anticipate that all reasonable steps will be taken to ensure that such termination will not be prejudicial to any activity or program already commenced and under implementation.

**Counterparts**

Except as may be prohibited by applicable law or regulation, this MOU and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

**IN WITNESS WHEREOF**, each Party has caused this Memorandum of Understanding to be executed by its authorized representative and dated as stated below.



**THE NEXT SECTION IS FOR US PREP Provider and District Partner SIGNATURES**
**Title: Partner District Superintendent  
Education**

Printed Name: Tina Sardina

Signature:

Date:

**Title: Dean/Director, College of**

Printed Name: Y Barry Chung

Signature:

Date:

**Title: University President**

Printed Name: Adela de la Torre

Signature:

Date:

**Title: Chair/Director, Special Education**

Printed Name: Laura J. Hall

Signature:

Date:

**Title: University Provost**

Printed Name: Joseph F. Johnson, Jr.

Signature:

Date

**Approved by:**

\_\_\_\_\_  
Sarah Beal, US PREP (through Texas Tech University)  
Principal Investigator

\_\_\_\_\_  
Amy Cook, Managing Director  
Authorized Representative-Texas Tech University

## **Appendix A**

### **Definitions & Terms**

- (1) Full Year Residency Program is defined as collaboration between PreK-12 schools, colleges or departments of education, and school districts.
- (2) Full Year Residency Student Teacher District - a school district contracting with University to implement a Full Year Residency Program.
- (3) Mentor Teacher - a certified teacher that models proficient/exemplary teaching and provides student teachers with professional instructional coaching and advisement; primarily responsible for supervising the work and activities of student teachers and engaging in co-teaching models throughout the student teaching placement period.
- (4) Teacher Candidate - a University student in his/her final year of the teacher education program.
- (5) Course Instructor - either a University faculty member or a faculty associate hired by University to provide instruction in the Full Year Residency Program.
- (6) Site Coordinator - a University faculty member working with the District to coach and evaluate student teachers, co-select, support and train mentor teachers and ensure for clear, timely and consistent communications between district and university.
- (7) Teacher Education Program - a professional preparation program for certification as determined and identified by the standards of the State Board of Education.
- (8) Professional Development (in-service) - learning opportunities designed to support and improve Mentor Teachers' instructional coaching effectiveness and thereby also increase student teacher's capacity and K-12 students' learning and achievement.
- (9) District Articulation Committee - a district-level leadership and oversight committee made up of the Superintendent of the district or designee, the Site Principals, the Site Coordinators for the cooperating district, and the Program Director.
- (10) Governance Meetings – a committee that governs the aspects of the program while continually assessing the effectiveness of the program by: reviewing student teacher data, mentor teacher feedback, and providing support. During governance meetings calendars for implementing professional development should be coordinated.
- (11) Professional Improvement Plan (PIP) - a detailed improvement and accountability plan of action developed to assist a student teacher falling far below the college's academic and/or professional standards.

- (12) Program Developmental Framework Review- This external process is an annual, rigorous yet formative “critical friend” site review process. The Framework provides four stages of development including: not yet started, emerging, developing, and sustaining. Each year, following the Framework Review, providers will be given feedback using the four categories for each of the Key Goals of Quality. Specifically, the Review process will provide fine-grained feedback about the progress provider members are making towards the four Key Goals of Quality.