Board of Education

October 1, 2019

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 SCHOOL DISTRICT
DATE: OCTOBER 1, 2019
REGULAR SESSION: 6:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

REGULAR SESSION – 6:00 P.M.

OPENING PROCEDURE

1. Call to Order

2. Pledge of Allegiance Led by:
   Van Johnson, 6th grade student, La Mesa Dale
   Belle Normandeanu, 6th grade student, La Mesa Dale
   Malak Hasaballa, 6th grade student, La Mesa Dale

3. Establishment of Quorum

APPROVAL OF MINUTES OF PREVIOUS MEETING

APPROVAL OF AGENDA

COMMUNICATIONS

1. Innovation and Engagement: Spotlight Series
   a. La Mesa Dale Elementary
   b. Community Hero Award: Zen Austin, student, Parkway Middle School
   c. Spotlight Video: Equity

2. Other Communications

PUBLIC COMMUNICATIONS

1. General Matters Regarding Education

PUBLIC HEARING

1. Pupil Textbook and Instructional Materials Incentive Act

REPORTS

1. Dress Code Board Policy – First Reading

PUBLIC COMMUNICATIONS

2. Public Comment Related to Draft Dress Code Policy
NEW BUSINESS

BUSINESS SERVICES

1. Consent Calendar*  
   a. Ratification of Purchase Orders and Warrants, Revolving Cash Reimbursements, and Purchasing Contracts  
   b. Approval of Consultant Agreements

LEARNING SUPPORT

1. Resolution 19-20-10, Determining Sufficiency of Instructional Materials for the 2019-20 School Year  
2. Acceptance of Gift/Donation – Lemon Ave

STUDENT SUPPORTS

1. Authorization to Enter into Memorandum of Understanding with Regents of the University of California, San Diego School of Medicine, Department of Ophthalmology to Provide Vision and Hearing Screening for Preschool
2. Authorization to Enter into Memorandum of Understanding with San Diego Youth Services, Prevention and Early Intervention (PEI) Program
3. Authorization to Enter into Memorandum of Agreement with the County of San Diego and SDCOE for Transportation of Foster Youth
4. Authorization to Enter Into Special Education Master Contracts

HUMAN RESOURCES

1. Standard Human Resources Recommendations
2. Resolution 19-20-03 Authorizing Certificated Services - Education Code Section 44831
3. Authorization to Enter into Agreement with Grossmont-Cuyamaca Community College District
4. Approval of District Injury and Illness Prevention Program (IIPP) Plan

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD
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 Kathy Urich, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail: kathy.urich@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.
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 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.
A hearing session will be announced for anyone who wishes to address the Board on any topic relating to the Instructional Materials Incentive Act.

In order to comply with the Williams Settlement Legislation Act of 2004, the Governing Board is required by Education Code 60119 to hold a public hearing and adopt a resolution by the eighth week of the start of the school year. The purpose of the resolution is to determine that every pupil, including English learners, has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: mathematics, science-health, history-social science, reading-language arts, and foreign language.

Each speaker who wishes to address the Board must complete a Request to be Heard card (located on the table near the entrance) and submit it to the President of the Board of Education or the Recorder prior to the opening of the meeting. Speakers shall be allotted no more than three (3) minutes each for their remarks. A yellow card will be shown when the speaker has one minute remaining and a red card when time is up. Please note that Government Code 54952.2 prohibits the Board from taking action or discussing anything that is not on this agenda. Therefore, the Board will not be able to comment on any topic that is not on this evening’s agenda.
It is necessary to update our Board Policy on dress code to reflect updated guidelines and recommendations from the California School Boards Association. Deann Ragsdale will present an overview of the recommended changes so the Board can review the draft policy prior to consideration of the policy for adoption next month.

Deann Ragsdale, Assistant Superintendent, Student Support, will present information on dress code policy revisions and will respond to clarifying questions.
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 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
October 1, 2019

PREPARED BY: Jennifer Nerat
Assistant Superintendent, Business Services

ITEM NUMBER: B-1a New Business (Consent Calendar)
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: 611 purchase orders have been processed, dated August 15, 2019 through September 18, 2019, totaling $2,135,806.87.

II. Warrants: 488 warrants have been issued, dated August 15, 2019 through September 18, 2019, totaling $2,424,699.92.

III. Revolving Cash Fund Reimbursement: Two (2) checks have been processed, totaling $1,052.33.

IV. Purchasing contracts utilized since the last Board meeting:

• Corona-Norco Unified School District - Bid/#2018/19-023 for Just-In-Time Classroom and Office Supplies
• National Cooperative Purchasing Alliance (NCPA)
• 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.
In accordance with Education Code Sections 42800-42806, approval is requested for expenditures from the Revolving Cash Fund as listed:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date Issued</th>
<th>Payee</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RC1977</td>
<td>08/30/19</td>
<td>Dalyssa Guy</td>
<td>Payroll</td>
<td>$641.55</td>
</tr>
<tr>
<td>RC1978</td>
<td>09/12/19</td>
<td>Shawna Harr</td>
<td>Payroll</td>
<td>$410.78</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>$1,052.33</td>
</tr>
</tbody>
</table>
The Consultant Agreements will be available at the meeting for review by the Board.

The following Consultant Agreements are submitted for approval.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the following Consultant Agreements.
<table>
<thead>
<tr>
<th>Organization/Name</th>
<th>Site/Department</th>
<th>Not to Exceed</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abby Rozenberg</td>
<td>Student Supports</td>
<td>$1,800</td>
<td>07/01/19 – 06/30/20</td>
</tr>
<tr>
<td>All Around Mobile Music</td>
<td>Spring Valley Academy</td>
<td>$420</td>
<td>09/05/19 – 06/12/20</td>
</tr>
<tr>
<td>Barona Cultural Center &amp; Museum</td>
<td>Fletcher Hills Elementary School</td>
<td>$0</td>
<td>11/15/19 – 11/15/19</td>
</tr>
<tr>
<td>BMX Freestyle Team</td>
<td>Fletcher Hills Elementary School</td>
<td>$1,525</td>
<td>09/30/19 – 09/30/19</td>
</tr>
<tr>
<td>Brain Learning Psychological</td>
<td>Districtwide</td>
<td>$14,000</td>
<td>07/01/19 – 06/30/20</td>
</tr>
<tr>
<td>Corporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Block Entertainment</td>
<td>Sweetwater Springs Elementary</td>
<td>$0</td>
<td>09/27/19 – 09/27/19</td>
</tr>
<tr>
<td>Dairy Council of California</td>
<td>Bancroft Elementary School</td>
<td>$0</td>
<td>10/04/19 – 10/04/19</td>
</tr>
<tr>
<td>Fun Services</td>
<td>Maryland Avenue Elementary School</td>
<td>$2,695</td>
<td>10/25/19 – 10/25/19</td>
</tr>
<tr>
<td>I Love a Clean San Diego</td>
<td>Districtwide</td>
<td>$0</td>
<td>09/04/19 – 06/30/20</td>
</tr>
<tr>
<td>Kyle’s Cartoon Platoon</td>
<td>La Mesa Dale Elementary School</td>
<td>$700</td>
<td>12/18/19 – 12/18/19</td>
</tr>
<tr>
<td>Literature Comes to Life</td>
<td>Murray Manor Elementary School</td>
<td>$795</td>
<td>12/13/19 – 12/13/19</td>
</tr>
<tr>
<td>Mad Science of San Diego</td>
<td>Fletcher Hills Elementary School</td>
<td>$725</td>
<td>11/01/19 – 11/01/19</td>
</tr>
<tr>
<td>Mile 3 Web Development</td>
<td>Districtwide</td>
<td>$18,000</td>
<td>07/01/19 – 06/30/20</td>
</tr>
<tr>
<td>Mind Treasures</td>
<td>Lemon Avenue Elementary School</td>
<td>$0</td>
<td>08/26/19 – 12/16/19</td>
</tr>
<tr>
<td>Network Interpreting Service, Inc.</td>
<td>Human Resources</td>
<td>$10,000</td>
<td>07/01/19 – 06/30/20</td>
</tr>
<tr>
<td>Organization</td>
<td>Event Description</td>
<td>Location</td>
<td>Cost</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>------------------------------------</td>
<td>-----------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Ruben H. Fleet Science Center</td>
<td>Purpose: Science presentation</td>
<td>Extended School Services</td>
<td>$1,725</td>
</tr>
<tr>
<td>Salk Institute for Biological Studies – Education Outreach</td>
<td>Purpose: Science class</td>
<td>Fletcher Hills Elementary School</td>
<td>$0</td>
</tr>
<tr>
<td>Super Dentist</td>
<td>Purpose: Assembly</td>
<td>La Presa Elementary School</td>
<td>$0</td>
</tr>
<tr>
<td>Wheels of Freestyle</td>
<td>Purpose: Assembly</td>
<td>Maryland Avenue Elementary School</td>
<td>$897</td>
</tr>
<tr>
<td>Wheels of Freestyle</td>
<td>Purpose: Assembly</td>
<td>Northmont Elementary School</td>
<td>$1,097</td>
</tr>
</tbody>
</table>
Education Code Section 60119 requires the District hold a public hearing and determine through a Board resolution whether each pupil in the District has, or will have prior to the end of the fiscal year, sufficient textbooks and/or instructional materials in each of the following subjects that are consistent with the context and cycles of the curriculum framework adopted by the State Board of Education: mathematics, science-health, history-social science, reading-language arts and a foreign language. In addition, the recent Williams Settlement Legislation requires school districts to hold a public hearing by the eighth week of the start of school.

To verify pupils within the District have access to the textbooks and instructional materials they need, a review of each school’s textbook inventory was conducted by Learning Support. The number of books purchased in each subject area was compared to the school’s enrollment for the current year. The results of this comparison revealed all pupils have access to textbooks and instructional materials. Upon notification from school sites, additional materials will be purchased to match enrollment or replace damaged materials.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the following Resolution 19-20-10 be adopted.
La Mesa-Spring Valley School District, San Diego County, on motion of Member _______________________, seconded by Member _______________________, the following resolution is hereby adopted:

WHEREAS, in order to receive state instructional materials funds and to comply with the Williams Settlement Legislation, the Governing Board is required by Education Code Section 60119 to hold a public hearing and adopt a resolution by the eighth week of the school year, determining that every pupil, including English learners, has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: mathematics, science/health, history/social science, reading/language arts.

WHEREAS, as part of the required hearing, the Governing Board must also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects.

WHEREAS, “sufficient textbooks or instructional materials,” means that each pupil, including English learners, has a textbook or instructional materials, or both, to use in class and to take home. This does not require two sets of textbooks or instructional materials for each pupil.

THEREFORE BE IT RESOLVED, that the Governing Board hereby determines, as required by Education Code Section 60119, that each student has sufficient instructional materials and/or standards-aligned textbooks in the following areas:

1. Mathematics
   TK – 5th, Houghton Mifflin-Harcourt, *Expressions*
   6th College Board, *Springboard*
   6th – 8th, *College Preparatory Math*

2. Science/Health
   TK-5th, Pearson Scott-Foresman, *California Science*
   6th – 8th, Holt, Rinehart & Winston, *Holt California Science*

3. History/Social Science
   TK – 5th, Pearson Scott-Foresman, *History-Social Science for California*
   6th, Glencoe McGraw-Hill, *Discovering our Past*
   7th – 8th, National Geographic, *World History & US History*

4. English/language arts
   TK, Houghton Mifflin-Harcourt, *Journeys*
   K – 6th, McGraw-Hill, *Wonders*
   7th – 8th, McGraw-Hill, *StudySync*

5. English Language Development
   TK, Hampton Brown, *Avenues*
   K – 6th, McGraw-Hill, *Wonders, English Language Development*
   7th – 8th, McGraw-Hill, *StudySync, English Language Development*

6. Foreign Language (Spanish)
   6th – 8th, Prentice Hall, *Realidades*
PASSED AND ADOPTED by the Governing Board on October 1, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

I, David Feliciano, Secretary to the Governing Board, do hereby certify the foregoing is a full, true, and correct copy of a resolution passed and adopted by the said Board at a regular meeting held on October 1, 2019.

______________________________
David Feliciano
Secretary to the Governing Board
Lemon Avenue PTA would like to donate $18,059.03 to be used for Lemon Avenue Elementary’s Garden Docents.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept this gift with thanks.
The District currently offers high-quality preschool at nine campuses, and participates in the First 5 San Diego Quality Preschool Initiative, administered through the San Diego County Office of Education. This program ensures students are engaged in superior learning experiences by:

- Early identification and treatment of developmental delays and social/emotional issues
- Providing parents and guardians with skills to promote positive practices
- Promoting healthy lifestyle choices and behaviors

Annual vision and hearing screening for preschoolers is vital to supporting these goals, and ensuring every child enters school ready to succeed. The University of San Diego School of Medicine, Department of Ophthalmology provides on-site screening, follow-up, and referral services through the UCSD Eye Mobile.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended that authorization be granted to enter into the enclosed agreement with The Regents of the University of California for the 2019-20 school year.

---

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
October 1, 2019

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

**ITEM NUMBER:** SS-1 New Business  
Authorization to Enter into Memorandum of Understanding with Regents of the University of California, San Diego School of Medicine, Department of Ophthalmology to Provide Vision and Hearing Screening for Preschool.
La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
October 1, 2019

PREPARED BY: Deann Ragsdale
Assistant Superintendent, Student Supports

ITEM NUMBER: SS-2 New Business
Authorization to Enter into Memorandum of Understanding with San Diego Youth Services, Prevention and Early Intervention (PEI) Program

The School-Based Prevention and Early Intervention Program provides services to schools on suicide prevention and early intervention. The program was first presented to seventh-grade students district-wide during the 2014-15 school year. Feedback from principals was overwhelmingly positive with an expressed desire to continue the program for students.

The program has three components. First, a multi-level suicide prevention program implemented through the public health approach. Second, evidence-based practices focusing on reducing risk and enhancing protective factors for students. Lastly, the implementation of a comprehensive and collaborative approach to suicide prevention for at-risk youth, including support services.

This Memorandum of Understanding with San Diego Youth Services extends our already established partnership to continue this work in support of our students.

ADMINISTRATIVE RECOMMENDATION

It is recommended that authorization be granted to enter into the enclosed two-year Memorandum of Understanding with San Diego Youth Services for the School-Based Prevention and Early Intervention Program through June of 2021.
The Every Student Succeeds Act (ESSA) requires that students in foster care receive transportation to their school of origin when in the student’s best interest. ESSA states that this transportation can be funded one of three ways: solely by the LEA, solely by the child welfare authority, or by a cost-sharing agreement.

In support of local districts, the San Diego County Office of Education (SDCOE) has negotiated a cost-sharing agreement with the San Diego County Child Welfare Services that satisfies this requirement and, more importantly, removes a major hurdle to school stability.

This agreement would go into effect July 1, 2019, for the 2019-20 school year.

ADMINISTRATIVE RECOMMENDATION

It is recommended that authorization be granted to enter into the enclosed agreement with the San Diego County Office of Education.
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.

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current encumbered cost for all nonpublic schools/agencies through 07/01/19</td>
<td>$1,233,500.00</td>
</tr>
<tr>
<td>Soliant</td>
<td>Not to exceed $98,000</td>
</tr>
<tr>
<td>Sunbelt Staffing</td>
<td>Not to exceed $95,000</td>
</tr>
<tr>
<td>Total encumbered cost for all nonpublic schools/agencies</td>
<td>$1,426,500.00</td>
</tr>
</tbody>
</table>

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into these master contracts for the 2019-20 school year.
The following 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 following standard Human Resources recommendations.
STANDARD HUMAN RESOURCES RECOMMENDATIONS – OCTOBER 1, 2019

CERTIFICATED:

Approval of Contract:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark, Kelsey</td>
<td>Teacher (temporary)</td>
<td>09/23/19</td>
</tr>
<tr>
<td>Monfredi, Ellen</td>
<td>Teacher (temporary)</td>
<td>08/12/19</td>
</tr>
<tr>
<td>Moulton, Courtney</td>
<td>Teacher (temporary)</td>
<td>08/12/19</td>
</tr>
<tr>
<td>Rosario, Lovejoy</td>
<td>Teacher (temporary)</td>
<td>09/09/19</td>
</tr>
</tbody>
</table>

Approval of Change of Placement on Certificated Salary Schedule:

<table>
<thead>
<tr>
<th>Name</th>
<th>From</th>
<th>To</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darrock, Kelly</td>
<td>III-4</td>
<td>IV-4</td>
<td>09/01/19</td>
</tr>
<tr>
<td>Dorsha, Johanna</td>
<td>V-18</td>
<td>VI-18</td>
<td>09/01/19</td>
</tr>
<tr>
<td>Hocanson, Jaime</td>
<td>V-4</td>
<td>VI-4</td>
<td>09/01/19</td>
</tr>
<tr>
<td>Ortega, Brittany</td>
<td>IV-3</td>
<td>V-3</td>
<td>07/01/17</td>
</tr>
<tr>
<td>Weiner, Laura</td>
<td>III-5</td>
<td>V-5</td>
<td>09/01/19</td>
</tr>
</tbody>
</table>

Approval of Resignation:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonacorsi, Jennifer</td>
<td>Teacher (employment elsewhere)</td>
<td>09/26/19</td>
</tr>
<tr>
<td>Choularton, Stephanie</td>
<td>Teacher (retirement)</td>
<td>02/05/20</td>
</tr>
<tr>
<td>Johnson, Nicholas</td>
<td>Teacher (retirement)</td>
<td>11/01/19</td>
</tr>
<tr>
<td>Rogers, Christina</td>
<td>Teacher (moving)</td>
<td>09/28/19</td>
</tr>
</tbody>
</table>

Approval of Assignment/Site Tech: (The following teacher should receive the extra salary indicated for the 2019-20 school year.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>White, Miriam</td>
<td>$838.70</td>
</tr>
</tbody>
</table>

Approval of Assignment/Consulting Teacher: (The following teacher should receive the extra salary indicated for the 2019-20 school year.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>FaeldoneaManivanh, Jill</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Lawson, Rachel</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

CLASSIFIED:

Approval of Employment:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arreola, Denise</td>
<td>Campus Attendant</td>
<td>08/12/19</td>
</tr>
<tr>
<td>Avila, Cristo</td>
<td>Paraprofessional- Special Education</td>
<td>08/27/19</td>
</tr>
<tr>
<td>Barone, Kristy</td>
<td>Paraprofessional- Special Education</td>
<td>08/27/19</td>
</tr>
<tr>
<td>Birrueta, Cinthya</td>
<td>Paraprofessional-Special Education</td>
<td>08/27/19</td>
</tr>
<tr>
<td>Bonilla Barragan, Aurora</td>
<td>Paraprofessional-Special Education</td>
<td>09/10/19</td>
</tr>
<tr>
<td>Brown, Brandon</td>
<td>Campus Attendant</td>
<td>09/05/19</td>
</tr>
<tr>
<td>Brunow, Alyssa</td>
<td>Student Helper</td>
<td>08/26/19</td>
</tr>
<tr>
<td>Cano, Aden</td>
<td>Extended School Services Recreation Attendant</td>
<td>09/04/19</td>
</tr>
<tr>
<td>Carranza, Laylanie</td>
<td>Extended School Services Recreation Attendant</td>
<td>09/24/19</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Date</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Cholewa, Kaylan</td>
<td>Paraprofessional-Special Education</td>
<td>08/20/19</td>
</tr>
<tr>
<td>Contreras Jr. Escobar, Ezequiel</td>
<td>Extended School Services Recreation Attendant</td>
<td>09/24/19</td>
</tr>
<tr>
<td>Delgadillo, Marissa</td>
<td>Extended School Services Recreation Attendant</td>
<td>08/13/19</td>
</tr>
<tr>
<td>Delvalle-Mead, Susan</td>
<td>Paraprofessional-Special Education</td>
<td>09/16/19</td>
</tr>
<tr>
<td>Fohring, Kylie</td>
<td>Student Helper</td>
<td>08/26/19</td>
</tr>
<tr>
<td>Garcia, Cielo</td>
<td>Extended School Services Recreation Attendant</td>
<td>09/24/19</td>
</tr>
<tr>
<td>Guesman, Shauna</td>
<td>Paraprofessional-Special Education</td>
<td>08/29/19</td>
</tr>
<tr>
<td>Guido, Stephanie</td>
<td>Paraprofessional-Preschool</td>
<td>08/12/19</td>
</tr>
<tr>
<td>Gutierrez, Matthew</td>
<td>Extended School Services Recreation Attendant</td>
<td>09/05/19</td>
</tr>
<tr>
<td>Guy, Dalyssa</td>
<td>Extended School Services Recreation Attendant</td>
<td>08/05/19</td>
</tr>
<tr>
<td>Hackner, Meisha</td>
<td>Paraprofessional-Special Education</td>
<td>08/27/19</td>
</tr>
<tr>
<td>Hamilton, Deshawnna</td>
<td>Student Helper</td>
<td>08/26/19</td>
</tr>
<tr>
<td>Hawkins, Jeremyah</td>
<td>Extended School Services Recreation Attendant</td>
<td>08/12/19</td>
</tr>
<tr>
<td>Henry, Kelly</td>
<td>Paraprofessional-Special Education</td>
<td>08/16/19</td>
</tr>
<tr>
<td>Hinojosa, Kimberly</td>
<td>Paraprofessional-Special Education</td>
<td>08/22/19</td>
</tr>
<tr>
<td>Holloway, Erica</td>
<td>Paraprofessional-Special Education</td>
<td>08/13/19</td>
</tr>
<tr>
<td>Hotujec, Chaniqua</td>
<td>Campus Attendant</td>
<td>08/13/19</td>
</tr>
<tr>
<td>Kooyman, Jonathan</td>
<td>Campus Attendant</td>
<td>09/06/19</td>
</tr>
<tr>
<td>Leal Gonzalez, Mayra</td>
<td>Campus Attendant</td>
<td>08/12/19</td>
</tr>
<tr>
<td>Lopez, Julianna</td>
<td>Paraprofessional-Special Education</td>
<td>08/19/19</td>
</tr>
<tr>
<td>Lopez, Stephanie</td>
<td>Paraprofessional-Special Education</td>
<td>08/21/19</td>
</tr>
<tr>
<td>Mace, Denise</td>
<td>Campus Attendant</td>
<td>09/10/19</td>
</tr>
<tr>
<td>Magana, Cinthia</td>
<td>Paraprofessional-Special Education</td>
<td>08/27/19</td>
</tr>
<tr>
<td>Millican, Ava</td>
<td>Extended School Services Recreation Attendant</td>
<td>08/20/19</td>
</tr>
<tr>
<td>Mizejewski, Debra</td>
<td>Campus Attendant</td>
<td>08/28/19</td>
</tr>
<tr>
<td>Pena, Brianna</td>
<td>Extended School Services Recreation Attendant</td>
<td>08/27/19</td>
</tr>
<tr>
<td>Pennoyer, Hannah</td>
<td>Extended School Services Program Aide</td>
<td>09/24/19</td>
</tr>
<tr>
<td>Ramos, Andrew</td>
<td>Extended School Services Recreation Attendant</td>
<td>08/20/19</td>
</tr>
<tr>
<td>Rivas, Stephanie</td>
<td>Student Helper</td>
<td>08/26/19</td>
</tr>
<tr>
<td>Romero, Brianna</td>
<td>Paraprofessional-Special Education</td>
<td>08/20/19</td>
</tr>
<tr>
<td>Sandoval, Delia</td>
<td>Child Nutrition Services I</td>
<td>08/08/19</td>
</tr>
<tr>
<td>Schierling, Hannah</td>
<td>Paraprofessional-Special Education</td>
<td>09/10/19</td>
</tr>
<tr>
<td>Suro, Jesus</td>
<td>Paraprofessional-Special Education</td>
<td>08/20/19</td>
</tr>
<tr>
<td>Velasquez, Blanca</td>
<td>Paraprofessional-Special Education</td>
<td>09/05/19</td>
</tr>
<tr>
<td>Villa, Rosemarie</td>
<td>Extended School Services Program Aide</td>
<td>09/09/19</td>
</tr>
<tr>
<td>Walker, Amanda</td>
<td>Paraprofessional-Preschool</td>
<td>08/08/19</td>
</tr>
<tr>
<td>Ward, Jena</td>
<td>School Bus Driver</td>
<td>08/12/19</td>
</tr>
<tr>
<td>Waters, Eliza</td>
<td>Campus Attendant</td>
<td>08/27/19</td>
</tr>
</tbody>
</table>

**Approval of Resignation:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abushosha, Jasmine</td>
<td>Extended School Services Program Aide (further education)</td>
<td>09/05/19</td>
</tr>
<tr>
<td>Carney, Charlotte</td>
<td>School Office Manager (personal)</td>
<td>08/31/19</td>
</tr>
<tr>
<td>Chandler, Derrick</td>
<td>Extended School Services Assistant Lead (employment elsewhere)</td>
<td>09/27/19</td>
</tr>
<tr>
<td>Finnegnan, Laura</td>
<td>Campus Attendant (personal)</td>
<td>09/25/19</td>
</tr>
<tr>
<td>Hill, Alexis</td>
<td>Extended School Services Recreation Attendant (employment elsewhere)</td>
<td>08/21/19</td>
</tr>
<tr>
<td>Hornbuckle, Erika</td>
<td>Extended School Services Recreation Attendant (employment elsewhere)</td>
<td>08/31/19</td>
</tr>
<tr>
<td>Jacob, Natalie</td>
<td>Extended School Services Recreation Attendant (further education)</td>
<td>09/14/19</td>
</tr>
</tbody>
</table>
Martinez, Samuel  Senior Custodian (retirement)  09/02/19
Mitchell, Cheyanne  Extended School Services Recreation Attendant (personal)  09/21/19
Mills, Nettie  Buyer (moving)  10/01/19
Serrano, Jaime  Extended School Services Recreation Attendant (personal)  08/15/19
Wager, Michael  Storekeeper (retirement)  09/04/19

Approval of Termination of Employment:

<table>
<thead>
<tr>
<th>Approval Number</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>534755</td>
<td>Extended School Services Program Aide</td>
<td>08/24/19</td>
</tr>
<tr>
<td>620711</td>
<td>Campus Attendant</td>
<td>06/15/19</td>
</tr>
<tr>
<td>625430</td>
<td>Extended School Services Recreation Attendant</td>
<td>09/04/19</td>
</tr>
<tr>
<td>629756</td>
<td>Extended School Services Recreation Attendant</td>
<td>09/20/19</td>
</tr>
<tr>
<td>631187</td>
<td>Extended School Services Recreation Attendant</td>
<td>09/24/19</td>
</tr>
</tbody>
</table>

Approval of Change of Classification:

<table>
<thead>
<tr>
<th>Name</th>
<th>From:</th>
<th>To:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barker, Michele</td>
<td>Campus Attendant</td>
<td>Paraprofessional-Special Education</td>
<td>08/28/19</td>
</tr>
<tr>
<td>Bustamante, Jorge</td>
<td>Paraprofessional-Preschool</td>
<td>Paraprofessional-Special Education</td>
<td>08/27/19</td>
</tr>
<tr>
<td>Griffin, Jasmine</td>
<td>Child Nutrition Services II</td>
<td>Elementary School Kitchen Manager I</td>
<td>09/03/19</td>
</tr>
<tr>
<td>Lewis, Lewis</td>
<td>Child Nutrition Services II</td>
<td>Child Nutrition Services Cook</td>
<td>08/08/19</td>
</tr>
<tr>
<td>Rood, Alysia</td>
<td>Campus Attendant</td>
<td>School Office Assistant</td>
<td>08/01/19</td>
</tr>
<tr>
<td>Sevillano, Alma</td>
<td>Dispatcher</td>
<td>Transportation Supervisor</td>
<td>09/24/19</td>
</tr>
<tr>
<td>Young, Cheryl</td>
<td>Child Nutrition Services Cook</td>
<td>Middle School Kitchen Manager</td>
<td>08/08/19</td>
</tr>
</tbody>
</table>

Approval of Rehire from 39-Month Reemployment List:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dupree, Kim</td>
<td>School Bus Attendant</td>
<td>09/10/19</td>
</tr>
<tr>
<td>Inurriaga, Luis</td>
<td>Extended School Services Recreation Attendant</td>
<td>08/26/19</td>
</tr>
</tbody>
</table>

**SHORT-TERM EMPLOYMENT:**

<table>
<thead>
<tr>
<th>Organization/Name</th>
<th>Site/Department</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flores, Camden</td>
<td>BAN</td>
<td>07/01/19-06/30/20</td>
</tr>
</tbody>
</table>
PREPARED BY:  Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER:  HR-2  Human Resources Recommendations  Action Item
Resolution 19-20-03 Authorizing Certificated Services - Education Code
Section 44831

ROLL CALL VOTE

Annually, the district is required by Education Code to certify that certificated employees have met legal requirements to provide services in a school setting. Certificated employees whose credential authorizations cover the service areas they are providing are not required to be confirmed through board resolutions; however, Education Code does require resolutions for credentialed employees as outlined below:

Education Code 44831: The governing board of a school district shall employ persons in public school service requiring certification qualifications as provided in this code, except that the governing board or a county office of education may contract with or employ an individual who holds a license by the Speech-Language Pathology and Audiology Board, and has earned a master’s degree in communication disorders, to provide speech and language services if that individual meets the requirements of Section 44332.6 before employment or execution of the contract.

This resolution is to satisfy Education Code requirements for the 2019-20 school year. Adoption of this resolution authorizes Margaret Simonetti to provide speech-language pathology services to students.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the following Resolution 19-20-03 to Authorize Certificated Services under Section 44831 of the Education Code of the State of California.
LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION TO AUTHORIZE CERTIFICATED SERVICE

Resolution No. 19-20-03

WHEREAS, Margaret Simonetti is the holder of a Speech-Language Pathology license; and

WHEREAS, Margaret Simonetti has been assigned for the 2019-20 school year to provide Speech-Language Pathology services at Parkway Middle School; and

WHEREAS, Margaret Simonetti holds a license by the Speech-Language Pathology and Audiology Board, has earned a master’s degree in communication disorders, and meets the requirements of Education Code section 44332.6; and

WHEREAS, she has given her written consent to be assigned to this position;

THEREFORE BE IT RESOLVED by the Governing Board of the La Mesa-Spring Valley School District that it hereby authorizes the aforementioned certificated assignment for Margaret Simonetti for the 2019-20 school year, pursuant to the provisions of California Education Code Section 44831.

The foregoing Resolution was passed and adopted at a meeting of the Governing Board on October 1, 2019, by the following vote:

AYES: __________
NOES: __________
ABSTAIN: __________
ABSENT: __________

Date:__________________

David Feliciano, Superintendent

Date:__________________

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

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board grant authorization to enter into the enclosed Agreement with Grossmont-Cuyamaca Community College District.
The District is required to develop and implement an Injury and Illness Prevention Program (IIPP) Plan. The purpose of the plan is to educate staff regarding safety practices in order to reduce worker’s compensation injuries and provide a safe working environment. The IIPP will be administered by the Human Resources Department with departments and schools sharing responsibility for hazard/safety assessments, accident investigations and hazard correction. Training and instruction on safety practices will be ongoing and records of safety inspections and training will be maintained. The plan is regularly reviewed and updated to reflect current contact information.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the enclosed Injury and Illness Prevention Program (IIPP) Plan.
MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: September 3, 2019

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

Board members present: Jim Long, President
Emma Turner, Vice President
Rebecca McRae, Clerk
Megan Epperson, Member

Board members absent: Chardá Fontenot, Member – arrived at 5:12 p.m.

Staff members present on assignment: David Feliciano, Superintendent
Jennifer Nerat, Assistant Superintendent, Business Services
Deann Ragsdale, Assistant Superintendent, Student Supports
Tina Sardina, Assistant Superintendent, Human Resources
Kathy Urich, Board Recording Secretary

CLOSED SESSION

At 5:00 p.m. the President called for a closed session to:
- conference with labor negotiator
- conference with legal counsel
- discuss employee discipline/dismissal/release

Board members and staff members present on assignment adjourned to the session.

At 5:49 p.m. the President reconvened the meeting and called for a recess until 6:00 p.m.

At 6:00 p.m. the President reconvened the meeting.

Board members present: Jim Long, President
Emma Turner, Vice President
Rebecca McRae, Clerk
Chardá Fontenot, Member
Megan Epperson, Member

Board members absent: None

Staff members present on assignment: David Feliciano, Superintendent
Jennifer Nerat, Assistant Superintendent, Business Services
Deann Ragsdale, Assistant Superintendent, Student Supports
Tina Sardina, Assistant Superintendent, Human Resources
Kathy Urich, Board Recording Secretary

The Pledge of Allegiance:
Led by Lia Shapiro, 8th grade, La Mesa Arts Academy
Star-Spangled Banner
Led by LMAAC Ensemble, Sound System

PLEDGE OF ALLEGIANCE

MINUTES

It was moved by McRae, seconded by Fontenot, and carried unanimously with

Approved as presented
the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to approve the minutes of the regular meeting of 8-6-19 as presented.

AGENDA

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

COMMUNICATIONS TO THE BOARD

Superintendent Feliciano introduced Beth Thomas, Principal, LMAAC, who shared a video about La Mesa Arts Academy.


Report: 2018-19 Unaudited Actuals

Fact Sheet: Charter School Authorization, Oversight, Appeals and Renewal

The following action was taken in closed session:

It was moved by McRae, seconded by Turner and carried unanimously with the following votes: Ayes: Epperson, Long, McRae, Turner; Noes: None; Absent: Fontenot, to approve settlement agreement case #2019040733.

It was moved by McRae, seconded by Epperson and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to approve a 10-day employee suspension agreement.

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.

HEARING SESSION

The President announced a hearing for anyone who wished to address the Board on any topic relating to the District’s transition to by-trustee area elections. This was the third hearing on trustee area scenarios. There being no one wishing to address the Board, the session was closed.

REPORTS OF OFFICERS OF THE BOARD

Assistant superintendent of business services, Jennifer Nerat, shared the Budget and Enrollment Update Report. The Unaudited Actuals Report is a year-end financial statement of the district's actual (not estimated) financial transactions over the preceding fiscal year. Declining enrollment has had a significant impact on the district's overall budget. The enrollment decline this year is most significant in grades 5-8, which is likely the result of the opening of a new neighborhood charter school that serves these grades. The good news is that the decline in TK-4 has been minimal, which is an indication that families with young children are choosing LMSV.

NEW BUSINESS

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

It was moved by McRae, seconded by Fontenot, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to authorize administration to enter into agreement with Dannis Woliver Kelley for professional services.

Agmt: Dannis Woliver Kelley
Authorizing

It was moved by Turner, seconded by Fontenot, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to authorize administration to enter into agreement with Artiano Shinoff of Professional Services.

Agmt: Artiano Shinoff
Authorizing

No motion made to adopt resolution 19-20-11.

It was moved by Epperson, seconded by Fontenot, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to adopt Resolution 19-20-12, trustee area boundary map and election sequence for election of members of the board of education; submitting proposal to the San Diego county committee on school district organization to establish by-trustee area elections.

Consent Calendar
Approved

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

Purchase Orders dated 07-18-19 through 08-14-19 totaling $4,978,963.01.

Warrants dated 07-18-19 through 08-14-19 totaling $1,311,134.84.

Expenditures in the amount of $2,734.24.

Purchasing contracts utilized since the last Board meeting:
- CalSAVE Technology contract #527683
- Corona-Norco Unified School District – Bid#2018-19/023 for Just-In-Time Classroom and Office Supplies
- National Cooperative Purchasing Alliance (NCPA)
- North County Educational Purchasing Consortium (NCEPC)
- Sourcewell Contract #083116-SEC

Lecturer/Presenter/Contractor agreements as presented.

Sale of Surplus Items.

Sale of Surplus Items. (E-Waste)

It was moved by Turner, seconded by Epperson, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to approve 2018-19 unaudited actuals report.

Report: 2018-19 Unaudited Actuals
Approved

It was moved by Turner, seconded by McRae, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to adopt Resolution 19-20-09 the Gann Limit.

Resolution 19-20-09, Gann Limit
Adopted

It was moved by Fontenot, seconded by McRae, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: No motion made to adopt resolution 19-20-11.

Agmt: SDCOE Science Standards Training

It was moved by Turner, seconded by McRae, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to adopt Resolution 19-20-12, trustee area boundary map and election sequence for election of members of the board of education; submitting proposal to the San Diego county committee on school district organization to establish by-trustee area elections.

SDCOE Science Standards Training
Adopted

It was moved by McRae, seconded by Fontenot, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to authorize administration to enter into agreement with Dannis Woliver Kelley for professional services.

Agmt: Dannis Woliver Kelley
Authorizing
None; Absent: None, to authorize administration to enter into agreement with San Diego Office of Education for middle school next generation science standards training.

It was moved by McRae, seconded by Fontenot, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to authorize administration to enter into memorandum of understanding with La Mesa City Hope.

MOU: La Mesa City Hope
Authorized

It was moved by Epperson, seconded by McRae, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to authorize administration to enter into agreement with Maxim Healthcare Services.

Agmt: Maxim Healthcare Services
Authorized

It was moved by Turner, seconded by Fontenot, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to authorize administration to enter into Special Education Master Contracts.

Agmt: Special Education Master Contracts
Authorized

HUMAN RESOURCES RECOMMENDATIONS

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

Human Resources Recommendations
Approved as presented

It was moved by McRae, seconded by Epperson, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to adopt Resolution 19-20-08 to reduce the classified service.

Resolution 19-20-08
Adopted

It was moved by McRae, seconded by Epperson, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to authorize administration to enter into agreements with Paul Brazzel, LCSAW, PPSC, to provide licensed clinical social worker supervision.

Paul Brazzel, LCSAW, PPSC
Authorized

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Dr. Turner mentioned she enjoyed the LMAAC performance, especially with only three weeks of school to prepare.

Mrs. McRae commented that on the first day at LMAAC, the teachers made every child feel welcomed.

Mrs. Fontenot reported that the beginning of the school year had been an adjustment to busy schedules. She also complimented Loma Elementary school where she recently visited and was able to observe a practice fire drill.

Mrs. Epperson complimented the Special Education department; she recently had an interaction with a parent who is please she has a student in our district because of inclusion and support.

Superintendent Feliciano spoke about recent school visits, particularly a recent visit to Parkway Middle school. He remarked about how students were engaged in WIN time and were intentionally focusing on ensuring that their peers feel safe and included at lunch. He also commended the new Student Supports team members around efforts to educate staff about Trauma-Informed Care.
The meeting was adjourned at 7:09 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 October 1, 2019.

Rebecca McRae, Clerk of the Board of Education
Exhibit
SS-1 New Business
AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
LA MESA SPRING VALLEY SCHOOL DISTRICT

THIS AGREEMENT is by and between The Regents of the University of California on behalf of the University of California, San Diego School of Medicine, Department of Ophthalmology ("UNIVERSITY") and La Mesa Spring Valley School District, a political subdivision of San Diego County ("DISTRICT") with reference to the following facts:

WHEREAS, UNIVERSITY desires to provide vision and hearing preschool services with the assistance of DISTRICT and to educate DISTRICT personnel to conduct vision and hearing screening services and related issues; and

WHEREAS, DISTRICT desires vision and hearing screening for its preschool students, follow-up and referrals, program evaluation and DISTRICT provides assistance to UNIVERSITY by its personnel to perform such vision and hearing screening and related services; UNIVERSITY employs physicians and other personnel with training in ophthalmology, optometry and hearing ("Vision Screeners") and its support staff to perform such services;

WHEREAS, DISTRICT desires to secure, and UNIVERSITY desires to provide, the non-exclusive services of its Vision Screeners and staff;

IN FURTHERANCE of the foregoing purpose, it is agreed:

1. **Location.** UNIVERSITY shall transport the UCSD Shiley Eye Mobile ("Eye Mobile") to DISTRICT campus locations within San Diego County.

2. **Hours of Services.** UNIVERSITY shall provide its services described herein during normal school hours for DISTRICT campus location and on a mutually agreed upon schedule.

2. **RESPONSIBILITIES OF UNIVERSITY**

   UNIVERSITY agrees that it shall:

   2.1 Educate DISTRICT personnel on conduct vision and hearing preschool services and related issues.

   2.2 Provide vision examinations, hearing screening, prescriptions for glasses and corrective lenses as needed for children referred to the Eye Mobile; provide assistance with program evaluation; and advice to DISTRICT personnel on the need for referral of children for ongoing ophthalmologic and hearing care.

   2.3 Coordinate and oversee UNIVERSITY staff, Vision Screeners and the services they provide under this Agreement.
2.4 Recruit and select UNIVERSITY staff that are appropriately credentialed, licensed, or otherwise authorized to participate in providing such services.

2.5 Provide the names of UNIVERSITY staff and their assignments to DISTRICT sufficiently in advance to allow for convenient schedule planning.

2.6 Develop and implement a mechanism for determining evaluation of the performance of staff to include, where appropriate, input from DISTRICT staff.

2.7 Maintain records and reports concerning the services and of UNIVERSITY staff time spent in the various activities referred to in this Agreement, as may be required by UNIVERSITY and DISTRICT.

2.8 Cooperate with and assist DISTRICT in investigating facts which may serve as a basis for taking any disciplinary or academic action against a DISTRICT staff member/volunteer. DISTRICT may, but need not, consult with UNIVERSITY concerning any proposed disciplinary action. UNIVERSITY agrees to abide by DISTRICT recommended disciplinary action against DISTRICT staff member/volunteer(s). Notwithstanding the foregoing, UNIVERSITY shall have the right, for good cause and after consultation with DISTRICT, to prohibit further attendance at any UNIVERSITY sites of any DISTRICT staff; provided, however, that UNIVERSITY will not take any action against DISTRICT in an arbitrary or capricious manner. Upon such termination, DISTRICT will use its best efforts to replace the terminated staff member/volunteer with another staff member/volunteer as soon as possible.

2.9 Advise DISTRICT of needed repairs or replacement of equipment necessary for the proper performance of services under this Agreement either recognized by or brought to the attention of Vision Screeners.

2.10 Provide clinical supervision for medical students, residents and fellows participating in providing the services under this Agreement.

3. RESPONSIBILITIES OF DISTRICT

DISTRICT agrees that it shall:

3.1 Assist with preliminary vision screening of students at each school site where it desires to have vision follow-up services of UNIVERSITY.

3.2 Space. DISTRICT, at its own expense, shall maintain adequate staff and facilities at its premises to meet objectives of UNIVERSITY’S vision screening program in a manner consistent with the standards and requirements established by UNIVERSITY.
3.3 **Records.** DISTRICT, at its expense, shall maintain a health records system that includes parent/guardian consent information, age, ethnicity, eye exam results, use of corrective lenses history and future performance for each child to be examined by Vision Screeners, and make available such information as needed by UNIVERSITY for program evaluation purposes. All such patient records shall be retained by DISTRICT and shall remain the property of DISTRICT. DISTRICT shall maintain patient files in compliance with the standards established by HIPAA, and governing agencies. Such patient files and records shall be transmitted in a confidential and secure manner to ensure privacy, security and integrity of data required by HIPAA.

3.4 **Support Services.** DISTRICT shall designate a person to coordinate program, screening, examination, and scheduling while the Eye Mobile is at a DISTRICT site.

3.5 With respect to any professional services performed by UNIVERSITY under this Agreement, DISTRICT agrees to inform UNIVERSITY as follows:

3.5.1 Immediately upon initiation of an investigation of UNIVERSITY staff or upon the occurrence of a substantive untoward event involving a UNIVERSITY staff.

3.5.2 Within five days after receipt of services of a complaint, summons or notice of a claim naming or involving University staff.

3.5.3 Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a UNIVERSITY staff member has been named or in which a settlement is being proposed on behalf of any staff member.

3.6 Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against UNIVERSITY staff. UNIVERSITY may, but need not consult with DISTRICT concerning any proposed disciplinary action. DISTRICT agrees to abide by UNIVERSITY’S recommended disciplinary action against UNIVERSITY staff. Notwithstanding the foregoing, DISTRICT shall have the right, for good cause and after consultation with UNIVERSITY, to prohibit further attendance at DISTRICT sites of any UNIVERSITY staff; provided, however, that DISTRICT will not take any action against UNIVERSITY staff in an arbitrary and capricious manner. Upon such termination, UNIVERSITY will use its best efforts to replace the terminated staff member with another staff member as soon as possible.

3.7 DISTRICT shall not require any UNIVERSITY staff member to conduct his/her professional behavior that would contradict the requirements of UNIVERSITY’S compliance program.

3.8 The population served shall be limited to those students who are enrolled in DISTRICT schools or other programs conducted on school grounds and who have received written consent from their parent(s) or guardian for vision examination services and a prescription of corrective lenses as appropriate.
4. **COMPENSATION AND BILLING**

As compensation for services rendered by UNIVERSITY to DISTRICT pursuant to subsection 2.2 of this Agreement, DISTRICT shall pay UNIVERSITY Nineteen dollars and fifty cents ($19.50) per student. DISTRICT shall pay UNIVERSITY within thirty (30) days of receipt of UNIVERSITY’s invoice.

4.1 Payment of UNIVERSITY Vision Screeners salary and benefits shall be the sole responsibility of UNIVERSITY as the employer of the Vision Screeners.

4.2 DISTRICT acknowledges that UNIVERSITY employees shall follow the ethical and legal standards established by the UNIVERSITY’S Compliance Program, as well as those of DISTRICT’s compliance program, if such program exists, and a copy has been provided to the UNIVERSITY’S employee.

4.3 The parties acknowledge that none of the benefits granted UNIVERSITY or UNIVERSITY physician employees is conditioned on any requirements that UNIVERSITY or PHYSICIAN make referrals to, be in a position to make or influence referrals to, or otherwise generate business for any party. The parties further agree that physician services provided hereunder are non-exclusive and physicians may establish privileges at, refer any service to, or otherwise generate any business for any other entity of physicians’ choosing.

5. **DISTRICT’S INSURANCE**

DISTRICT, at its sole cost and expense, shall insure DISTRICT’S activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

5.1 Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of one million dollars ($1,000,000) per occurrence.

5.2 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

5.3 Workers’ Compensation as required under California State law.

5.4 Such other insurance in such amounts which from time-to-time may be reasonably required by mutual consent of the UNIVERSITY and DISTRICT against other insurable risks relating to performance.

Coverage required under Subsections 5.1, 5.2 and 5.3 shall not limit the liability of DISTRICT.
The coverage referred to under Subsection 5.1 shall include UNIVERSITY as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of DISTRICT, its officers, employees, and agents. DISTRICT upon the execution of this Agreement shall furnish UNIVERSITY with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to UNIVERSITY of any material modification, change or cancellation of any of the above insurance coverage.

6. UNIVERSITY'S INSURANCE
UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

6.1 Professional Medical and Hospital Liability Self-insurance Program with limits of one million dollars ($1,000,000) per occurrence.

6.2 General Liability Self-Insurance Program with a limit of one million dollars ($1,000,000) per occurrence.

6.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

6.4 Workers' Compensation as required under California State law.

6.5 Such other insurance in such amounts, which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance

Coverage required under this section 6.1, 6.2 and 6.3 shall not in any way limit the liability of UNIVERSITY.

The coverage referred to under Subsection 6.2 shall include DISTRICT as an insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, employees, and agents. UNIVERSITY, upon request, shall furnish DISTRICT with certificates of insurance evidencing compliance with all requirements.

7. INDEMNIFICATION

7.1 DISTRICT's Indemnification. DISTRICT shall defend, indemnify and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or
claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

7.2 UNIVERSITY'S Indemnification. UNIVERSITY shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, or agents.

8. COOPERATION IN DISPOSITION OF CLAIMS
DISTRICT and UNIVERSITY agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. DISTRICT and UNIVERSITY agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, DISTRICT and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this section shall require either DISTRICT or UNIVERSITY to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

9. TERM AND TERMINATION

9.1 Term of Agreement. The term of this Agreement shall be for the period from July 1, 2019, through June 30, 2020. This Agreement may be renewed upon the mutual written agreement of both parties.

9.2 Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause, for any reason, at any time by DISTRICT or UNIVERSITY upon thirty (30) days' prior written notice to the other party. Termination without cause shall not include termination based upon the volume of revenue or referrals generated under this Agreement.

10. PATIENTS' RECORDS
Any and all of DISTRICT'S patient records and charts created at DISTRICT'S medical office as a result of the performance under this Agreement shall be and remain the property of DISTRICT. Both during and after the term of this Agreement, UNIVERSITY shall be permitted to inspect and/or duplicate, at UNIVERSITY'S expense, any individual charts or records 1) to the extent necessary to assist in the defense of any malpractice or similar claim to which such chart or records may be
pertinent and/or 2) for educational purposes upon written approval by DISTRICT. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

11. INDEPENDENT CONTRACTOR
None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the parties, and it is understood and agreed that UNIVERSITY is at all times acting and performing the services pursuant to this Agreement as an independent contractor and not as an employee or agent of DISTRICT. DISTRICT shall not control or direct the manner or methods by which UNIVERSITY performs the contemplated medical services. However, UNIVERSITY shall be responsible for performing the services in a manner and at times so as to ensure that the contemplated services are performed and rendered in a competent, efficient and satisfactory manner.

12. MODIFICATIONS AND AMENDMENTS
This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. DISTRICT and UNIVERSITY agree to amend this Agreement if such amendment is required by applicable regulatory authority and does not materially affect the relative economic benefits of the parties.

13. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS
UNIVERSITY and DISTRICT shall comply with all applicable codes, ordinances, rules, regulations, and applicable requirements of all municipal, state, and federal authorities now in force, or which may hereinafter be in force pertaining to the provision of services by volunteer(s). The parties agree that in the event of new governmental requirements are imposed which effect the parties’ obligations and performance under this Agreement, the parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements.

14. DISPUTE RESOLUTION
In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If they are unable to do so, then the following procedures shall apply.

14.1 Mediation. Any dispute between the parties which cannot be resolved in accordance with Article 14 of this Agreement may be submitted to mediation. If the parties mutually agree that mediation is appropriate, within ten (10) business days of the delivery of a request for mediation, the parties shall agree upon a mediator. If the parties are unable to agree on a mediator, a mediator shall be appointed by JAMS/Endispute. In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each party shall be represented by persons with authority to negotiate a resolution of the dispute, and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation
session shall be private. The fees and expenses of the mediator shall be borne equally by the parties, each of whom shall be responsible for their own costs. The entire mediation process shall be confidential and the privileges and protection of Evidence Code Section 1152.5 shall apply. Prior to commencement of mediation, the parties and the mediator shall execute a written confidentiality agreement in accordance with the provisions of Evidence Code Section 1152.5. At any time, either party may withdraw from the mediation process and submit the matter to binding arbitration.

14.2 Arbitration. All disputes between the parties relating to this contract which cannot be resolved by mutual agreement or mediation shall be resolved exclusively by arbitration in accordance with the provisions of this Subparagraph. Either party may commence arbitration by sending a written demand for arbitration to the other party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the San Diego JAMS/Endispute panel, who is a retired judge and is selected in the sole discretion of the JAMS/Endispute office administrator. The parties shall share all interim costs of the arbitration until decision. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred with the arbitration. The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator. Arbitration shall take place in San Diego, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction.

15. GOVERNING LAW
   This Agreement shall be governed in all respects by the laws of the State of California.

16. ASSIGNMENT
   Neither DISTRICT nor UNIVERSITY shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.
17. **SEVERABILITY**
If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

18. **WAIVER**
Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

19. **ENTIRE AGREEMENT**
This Agreement contains all the terms and conditions as agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

20. **ATTORNEYS’ FEES**
In the event of any action, suit or proceeding between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys’ fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

21. **INTERRUPTION OF SERVICES**
Any of the parties shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the parties so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused party’s obligations continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the excused party.

22. **SUBJECT HEADINGS**
The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

23. **METHOD OF NOTIFICATION**
All notices required or permitted to be given hereunder which may be given by any party to the other, shall be deemed to have been fully given when made in writing and sent by facsimile to the number set forth below or sent by reputable overnight courier, or
deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO UNIVERSITY:  
Associate Vice Chancellor  
UC San Diego School of Medicine  
9500 Gilman Drive, #0602  
La Jolla, CA  92037-0602  
Facsimile number: 858.534.6573

TO DISTRICT:  
Tracy Olander  
La Mesa Spring Valley School District  
4750 Dale Ave  
La Mesa, CA 91942

24. COUNTERPARTS  
This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the University of California San Diego, School of Medicine, Department of Ophthalmology  
By: (Signature)  
Gene Hasegawa  
Chief Operating Officer  
UC San Diego Health Sciences  
Date: 8/24/19

LA MESA SPRING VALLEY SCHOOL DISTRICT  
By:  
Date:  
Name:  
Title:  
Exhibit
SS-2 New Business
Memorandum of Understanding
Between
San Diego Youth Services
And
La Mesa Spring Valley School District

This is a Memorandum of Understanding between San Diego Youth Services (SDYS) and La Mesa Spring Valley School District. While this is not a legally binding document, this Memorandum does indicate a voluntary agreement to strengthen the respective organizations' service delivery plans of the aforementioned party and other participating collaborators.

I. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SDYS and La Mesa Spring Valley School District for the purpose of implementing coordinated services. The goal of the service partnership is: “To help at risk youth.”

II. **Term:** This Memorandum of Understanding shall begin on July 1, 2019 and will extend through June 30th, 2021 as long as San Diego Youth Services continues to receive funding from County of San Diego, Health and Human Services, Behavioral Health Services. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.

III. **Description of Participation:**

A. La Mesa Spring Valley School District agrees, per this memorandum, to provide the following:

1. Designate an individual as a point of contact for the Prevention & Early Intervention (PEI) Program.
2. Participate, when appropriate, in collaborative focus group discussions for the purpose of gathering feedback and assessing program impact.
3. Help identify two eligible schools to receive the PEI program.
4. Help disseminate information about the program including passive consent for Incredible Years classroom services for pre-K through 3rd grade.
5. Schedule consistent time in each teacher’s classrooms for grades pre-k through 3rd once a week for SDYS to facilitate Incredible Years classroom evidence-based curriculum.
6. Support SDYS in having teachers complete a screening evaluation tool for all students in grades pre-k through 3rd grade at the beginning of Fall semester and for any student enrolled after the start of the academic year.
7. Provide a consistent dedicated room to provide Incredible Years small groups (aka Dinosaur School) to students screened to be appropriate for this secondary level of prevention and early intervention services.

SDYS Prevention and Early Intervention Program, 1
8. Support SDYS in having teachers complete a post-evaluation tool at the end of each semester for all students enrolled in Incredible Years small groups (aka Dinosaur School).

9. For students screened to need further assessment for possibly a higher level of care, school staff will support SDYS in following school protocols for behavioral health referrals to appropriate provider(s).

10. Provide a consistent dedicated room to provide Incredible Years parent/caregiver support group.

11. Assist with distribution of flyers of family engagement events and activities.

12. Assist with identifying the needs of refugee families and support the coordination of services to connect refugee families with community resources.

13. Communicate immediately if problems/concerns arise with students or program implementation.

14. District may include SDYS in supporting students following a tragic event as appropriate.

B. San Diego Youth Services agrees, per this memorandum to provide the following:

1. Provide social-emotional mental health evidence-based prevention and early intervention (PEI) services with the goal of improved classroom behavior of students. Implementation of the PEI program includes, but is not limited to:
   a. Collaborate with La Mesa Spring Valley School District to identify appropriate implementation strategies
   b. Provide trainings to school staff on related topics of interest to support the implementation of PEI services.
   c. Facilitate weekly Incredible Years classroom groups in teacher classrooms for pre-k to 3rd grade.
   d. Review collected screening evaluation tools from teachers that will be utilized to identify students who struggle emotionally and behaviorally. And determine appropriate level of service for identified students with school.
   e. Provide culturally and linguistically appropriate PEI services using Incredible Years materials for parents/caregivers and evaluation tools.
   f. Collect parent/guardian active consent forms for participation in the Incredible Years small group (Dinosaur School) and Incredible Years parent/caregiver support group.
   g. Facilitate Incredible Years parent/caregiver support groups to foster skills such as positive communication, behavioral management skills, consistent and clear limit setting, and non-violent discipline.
   h. Facilitate weekly Incredible Years small group (Dinosaur School) for screened identified students in kindergarten to 3rd grades.
   i. Provide parent/guardians pre and post evaluation tools for the parents and students attending Dinosaur School and IY parent/caregiver support group.
   j. Provide SDYS background cleared and trained Mental Health Specialists, Family Support Partner and Group Assistants to deliver the program
   k. Monitor program fidelity
   l. Coordinate with school immediately for students or families identified as having safety concerns
   m. Provide resources to families throughout delivery of services

SDYS Prevention and Early Intervention Program, 2
n. Support Parent Teach Associations (PTA) engagement and events. And when appropriate promote other PEI family engagement events.

2. Designate an individual as a point of contact for the program.

3. Utilize evaluation tools/surveys/demographic forms to gather feedback on program implementation, follow up support, and sustainability.

4. Continue efforts to identify additional students’ needs and provide additional information to enhance the program’s service effectiveness and promote better outcomes for students.

5. SDYS will follow district safety protocols.

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

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

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

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

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

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

**Amounts of Insurance:**
- Commercial General Liability: $1,000,000 per occurrence
- Auto Liability for owned and non-owned vehicles: $1,000,000 per occurrence
- Umbrella Liability: $4,000,000 per occurrence

Workers Compensation will be in conformance with the laws of State of California and applicable federal laws. The District shall file, with the Agency, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the La Mesa Spring Valley School District as an additional insured.

VII. **Value of Services:** No Money is transferred. The value of staff time and resources provided by San Diego Youth Services is approximately $494,756 per year.

VIII. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days written notice.
David Feliciano
Superintendent
La Mesa Spring Valley School District

Angie Tran
Chief Financial Officer
San Diego Youth Services

Date

Date
Attachment A

Business Associate Contract

Covered Entity: San Diego Youth Services (SDYS)

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

Business Associate: Consultant is La Mesa Spring Valley School District

The terms and conditions of this Business Associate Contract are an integral part of that certain Consultant Agreement (the “Agreement”) between SDYS and Consultant. The purpose of this Business Associate Contract is to ensure that Consultant is in full compliance with the applicable Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164. These provisions shall hereafter be collectively referred to as “HIPAA.”

Definition of Terms

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

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

Individual. “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

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

Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law. “Required by Law” shall have the same meaning as the term “required by law” in Section 164.501.

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

“Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of County PHI, or interference with system operations in an information system that processes, maintains or stores County PHI.
“Unsecured PHI” shall have the meaning given to such term under HIPAA and, 42 U.S.C., section 17932(h), and any guidance issued pursuant to such regulations.

Obligations & Activities of Business Associate

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

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

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

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

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

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

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

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

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

Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with the terms of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
Consultant shall use the forms and processes developed by SDYS for this purpose and shall respond to all requests for access to records requested by SDYS within forty-eight (48) hours of receipt of request by producing records or verifying there are none.

Amendment of SDYS PHI. Consultant shall make any required amendment(s) to SDYS PHI that were requested by an Individual, in accordance with HIPAA. Consultant additionally shall make any amendments to SDYS PHI as SDYS directs or agrees to make pursuant to section 164.526. These amendments shall be made in the time and manner designated by SDYS, and in no more than twenty (20) days.

Documentation of Disclosures. Consultant shall document disclosures of SDYS PHI, respond to a request by an Individual for an accounting of disclosures of SDYS PHI, and make these disclosures available to SDYS or to an Individual at SDYS’s request, in accordance with HIPAA, including but not limited to sections 164.528, and 42 USC section 17935, and in the time and manner designated by SDYS.

If Consultant maintains electronic health records as of January 2009, Consultant shall provide an accounting of disclosures including those for Treatment, Payment, and Healthcare Operations (TPO), effective January 2014. If Consultant acquires electronic health records for SDYS after January 1, 2009, Consultant shall provide an accounting of disclosures, including those for TPO, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later.

The electronic accounting of disclosures shall include the three (3) years prior to the request for an accounting. Consultant shall provide to SDYS or an Individual, in the time and manner designated by SDYS, but no more than sixty (60) calendar days, accounting of disclosures necessary to meet requirements in section 164.528.

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions:

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

Specific Use and Disclosure Provisions:

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

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

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

Prohibited Uses and Disclosures

Consultant shall not disclose SDYS PHI to a health plan for payment or health care operations purposes if SDYS PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and HIPAA.

Consultant shall not directly or indirectly receive remuneration in exchange for SDYS PHI, except with the prior written consent of SDYS and as permitted by 42 U.S.C. section 17935(d)(2).

Safeguards.

Consultant shall comply with HIPAA regarding any and all operations conducted on behalf of SDYS under this Contract and shall use appropriate safeguards that comply with HIPAA to prevent the unauthorized use or disclosure of SDYS PHI.

Consultant shall develop and maintain a written information privacy and security program that complies with HIPAA, and that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Consultant’s operations and the nature and scope of its activities.

Security.

Consultant shall ensure the continuous security of all computerized data systems and paper documents containing SDYS PHI. These steps shall include, at a minimum:

Comply with all Standards put forth in Article 14.3, Data Security Requirements (also referenced below in section 8);

Achieve and maintain compliance with HIPAA; and

Provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

Obligations of Covered Entity

Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice. These privacy practices are available on SDYS’s web site at www.SDYOUTHSERVICES.org.
Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate’s permitted or required uses and disclosures.

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

**Reporting of Unauthorized Use or Disclosure.** Consultant shall implement reasonable systems for the discovery of and prompt reporting to SDYS of any use or disclosure, or suspected use or disclosure, of SDYS PHI not provided for by the Contract and/or any transmission of unsecured SDYS PHI, and to take the following steps.

**Reports to COR and APO.** Consultant shall provide all reports of Unauthorized Uses or Disclosures to SDYS, in order for SDYS to simultaneously report to the County of San Diego’s Contracting Officer’s Representative and Agency Privacy Officer.

**Initial Report.** Consultant shall notify SDYS immediately by telephone call plus email upon the discovery of a breach of unsecured SDYS PHI in electronic media or in any other media if SDYS PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to SDYS by the Social Security Administration.

Consultant shall notify SDYS by email within twenty-four (24) hours of the discovery of any suspected security incident or breach of SDYS PHI in violation of this BAA, or potential loss of confidential data affecting this BAA.

A suspected security incident or breach shall be treated as discovered by Consultant as of the first day the breach or security incident is known, even if it is not confirmed, or by exercising reasonable diligence would have known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Consultant.

Reporting shall additionally include emailing of the “SDYS Privacy Incident Report” and/or “County of San Diego Privacy Incident Report” form within twenty-four (24) hours of any above incident, to include all information known at the time of the notification. Consultant shall use the most current version of this form, which is posted on San Diego County’s website, [www.cosd.compliance.org](http://www.cosd.compliance.org).

**Corrective Action.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of SDYS PHI, Consultant shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**Investigation and Investigation Report.** Consultant shall immediately investigate such security incident, breach, or unauthorized access, use or disclosure of SDYS PHI.
Within seventy-two (72) hours of the discovery, Consultant shall submit an updated “SDYS Privacy Incident Report.”

**Complete Report.** Consultant shall provide a complete report of the investigation within five (5) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on SDYS’s “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA and applicable state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If County requests information in addition to that listed on the “Privacy Incident Report” form, Consultant shall make reasonable efforts to provide SDYS with such information. SDYS will review and approve the determination of whether a breach occurred, Individual notifications are required, and the corrective action plan is adequate.

**Responsibilities for Notification of Breaches.** If SDYS determines that the cause of a breach of SDYS PHI is attributable to Consultant or its subcontractors, agents or vendors, Consultant shall notify individuals of the breach or unauthorized use or disclosure when notification is required under Federal or State law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirements that:

Notifications be made to Individuals without unreasonable delay and in no event later than sixty (60) calendar days from the date the breach was discovered. SDYS shall approve the time, manner and content of any such notifications before notifications are made.

Notifications be made to media outlets and to the Secretary, if a breach of unsecured SDYS PHI involves more than five-hundred (500) residents of the State of California or its jurisdiction. SDYS shall approve the time, manner and content of any such notifications before notifications are made.

**Designation of Individuals.**

Consultant shall designate a Privacy Officer to oversee its data privacy program who shall be responsible for carrying out the requirements of this section and for communicating on Privacy matters with SDYS.

Consultant shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on Security matters with SDYS.

In accordance with section 164.504(e)(1)(ii), upon Consultant’s knowledge of a material breach or violation by its subcontractor of the agreement between Consultant and the subcontractor, Consultant shall:
Provide an opportunity for the subcontractor to end the violation and terminate the agreement if the subcontractor does not end the violation within the time specified by SDYS; or

Immediately terminate the agreement if the subcontractor has violated a material term of the agreement and cure is not possible.

**Data Security Requirements:** Consultant shall ensure the continuous security of all computerized data systems and paper documents containing SDYS PHI and/or SDYS PII/PI. These steps shall include, at a minimum:

**Personnel Controls.** Consultant shall ensure: all workforce members who assist in the performance of functions or activities on behalf of SDYS, or access or disclose SDYS PHI and/or SDYS PII/PI, shall:

Have undergone a thorough Consultant background check, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security, privacy, or integrity of SDYS PHI and/or SDYS PII/PI, prior to the workforce member obtaining access to SDYS PHI and/or SDYS PII/PI. The Consultant shall retain each workforce member’s Consultant background check documentation for a period of three (3) years following contract termination.

Complete privacy and security training, at least annually, at Consultant’s expense. Each workforce member who receives information privacy and security training shall sign a certification, indicating the workforce member’s name and the date on which the training was completed. These certifications shall be retained for a period of six (6) years following contract termination, and shall be available to SDYS upon request. Sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the workforce member prior to access to SDYS PHI and/or SDYS PII/PI and shall be renewed annually. The Consultant shall retain each person’s written confidentiality statement for SDYS inspection for a period of six (6) years following contract termination.

Be appropriately sanctioned if they fail to comply with security and privacy policies and procedures, including termination of employment when appropriate.

**Publication, Reproduction or Use of Materials.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. SDYS shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the SDYS upon completion of this Agreement.

**Physical Security Controls.** Consultant shall safeguard SDYS PHI and/or SDYS PII/PI from loss, theft, inadvertent disclosure, and therefore shall:

Ensure SDYS PHI and/or SDYS PII/PI is used and stored in an area that is physically safe from access by unauthorized persons during both working hours and nonworking hours;
Secure all areas of Consultant facilities where Consultant workers use or disclose SDYS PHI and/or SDYS PII/PI. The Consultant shall ensure that these secured areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or other access authorization, and access to premises is by official identification;

Issue workers who assist in the administration of SDYS PHI and/or SDYS PII/PI identification badges and require workers to wear badges at facilities where SDYS PHI and/or SDYS PII/PI is stored or used;

Ensure each location where SDYS PHI and/or SDYS PII/PI is used or stored has procedures and controls that ensure an individual whose access to the facility is terminated:

Is promptly escorted from the facility by an authorized employee; and

Immediately has their access revoked to any and all SDYS PHI and/or SDYS PII/PI.

Ensure there are security guards or a monitored alarm system twenty-four (24) hours a day, seven (7) days a week at facilities where SDYS PHI and/or SDYS PII/PI is stored;

Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of SDYS PHI and/or SDYS PII/PI have perimeter security and access controls that limit access to only authorized Information Technology Staff. Visitors to the data center area must be escorted by authorized IT staff at all times;

Store paper records with SDYS PHI and/or SDYS PII/PI in locked spaces in any facilities that are multi-use, meaning that there are SDYS PHI and/or SDYS PII/PI functions and Consultant functions in one building in work areas that are not securely segregated. The Consultant shall have policies that state workers shall not leave records with SDYS PHI and/or SDYS PII/PI unattended at any time in cars or airplanes and shall not check SDYS PHI and/or SDYS PII/PI on commercial flights; and

Use all reasonable means to prevent non-authorized personnel and visitors from having access to, control of, or viewing SDYS PHI and/or SDYS PII/PI.

Technical Controls. Consultant shall ensure:

All workstations, copiers, and laptops that process and/or store SDYS PHI and/or SDYS PII/PI shall:

Be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk; and

Install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Have critical security patches applied, with system reboot if necessary. There shall be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All applicable patches shall be installed within thirty (30) days of vendor release.
All servers containing unencrypted SDYS PHI and/or SDYS PII/PI shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

Only the minimum necessary amount of SDYS PHI and/or SDYS PII/PI required to perform necessary business functions may be copied, downloaded, or exported.

All electronic files that contain SDYS PHI and/or SDYS PII/PI shall be encrypted when stored on any removable media or portable device (i.e. flash drives, cameras, mobile phones, CD/DVD, backup media, etc). Encryption shall be a FIPS 140-2 certified algorithm, which is 128bit or higher, such as AES.

All users shall be issued a unique user name for accessing SDYS PHI and/or SDYS PII/PI. Username shall be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours.

Passwords shall be:

At least eight characters;

A non-dictionary word;

Changed at least every ninety (90) days;

Changed immediately if revealed or compromised; and

Composed of characters from at least three of the following four groups from the standard keyboard

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

Passwords shall not be shared and shall not be stored in readable format on the computer.

Appropriate management control and oversight, in conjunction with SDYS of the function of authorizing individual user access to SDYS PHI and/or SDYS PII/PI and over the process of maintaining access controls numbers and passwords.

When no longer needed, all SDYS PHI and/or SDYS PII/PI shall be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.

All systems providing access to, transport of, or storage of SDYS PHI and/or SDYS PII/PI shall:

Provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
Display a warning banner stating that data is confidential systems are logged and system use is for business purposes only by authorized users. Users must be directed to log off the system if they do not agree with these requirements.

Maintain an automated audit trail that identifies the user or system process which initiates a request for SDYS PHI and/or SDYS PII/PI, or which alters SDYS PHI and/or SDYS PII/PI. The audit trail shall be date and time stamped, shall log both successful and failed accesses, shall be read only, and shall be restricted to authorized users. If SDYS PHI and/or SDYS PII/PI is stored in a database, database logging functionality shall be enabled. Audit trail data shall be archived for at least three (3) years after occurrence, and shall be available to SDYS upon request.

Use role based access controls for all users, enforcing the principle of least privilege.

Be protected by a comprehensive intrusion detection and prevention solution if they are accessible via the internet.

All data transmissions of SDYS PHI and/or SDYS PII/PI outside the secure internal network shall be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing SDYS PHI and/or SDYS PII/PI can be encrypted. This requirement pertains to any type of SDYS PII/PI in motion such as website access, file transfer, and E-Mail.

**Audit Controls. Consultant shall ensure:**

All systems processing and/or storing SDYS PHI and/or SDYS PII/PI shall have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

All systems processing and/or storing SDYS PHI and/or SDYS PII/PI shall have a routine procedure in place to review system logs for unauthorized access.

All systems processing and/or storing SDYS PHI and/or SDYS PII/PI shall have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Investigate anomalies in usage of SDYS PHI and/or SDYS PII/PI identified by SDYS and report conclusions of such investigations and remediations to SDYS.

**Business Continuity / Disaster Recovery Controls**

Consultant shall establish a documented plan to enable continuation of critical business processes and protection of the security of electronic SDYS PHI and/or SDYS PII/PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

Consultant shall ensure Data Centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of SDYS PHI or PII/PI, must include
sufficient environmental protection such as cooling, power, fire prevention, detection, and suppression.

Consultant shall have established documented procedures to backup SDYS PHI and/or SDYS PII/PI to maintain retrievable exact copies of SDYS PHI and/or SDYS PII/PI. The plan shall include a regular schedule for making backups, storing backup’s offsite, an inventory of backup media, and an estimate of the amount of time needed to restore SDYS PHI and/or SDYS PII/PI should it be lost. At a minimum, the schedule shall be a weekly full backup and monthly offsite storage of SDYS data.

**Paper Document Controls. Consultant shall ensure:**

SDYS PHI and/or SDYS PII/PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or separate office inside a larger office. Unattended means that information is not being observed by an employee authorized to access the information. SDYS PHI and/or SDYS PII/PI in paper form shall not be left unattended at any time in vehicles and shall not be checked in baggage during commercial flights.

Visitors to areas where SDYS PHI and/or SDYS PII/PI are contained shall be escorted and SDYS PHI and/or SDYS PII/PI shall be kept out of sight while visitors are in the area.

SDYS PHI and/or SDYS PII/PI shall be disposed of through confidential means, such as cross cut shredding and pulverizing.

SDYS PHI and/or SDYS PII/PI shall not be removed from the premises of the Consultant except for identified routine business purposes or with express written permission of SDYS.

Faxes containing SDYS PHI and/or SDYS PII/PI shall not be left unattended and fax machines shall be in secure areas. Fax cover sheets shall contain a confidentiality statement instructing persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

Mailings of SDYS PHI and/or SDYS PII/PI shall be sealed and secured from damage or inappropriate viewing of SDYS PHI and/or SDYS PII/PI to the extent possible. Mailings which include 500 or more individually identifiable records of SDYS PHI and/or SDYS PII/PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of SDYS’s HHSA Privacy Officer to use another method is obtained.

Consultant shall mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of SDYS PHI and/or SDYS PII/PI by Consultant or its agents, including a subcontractor, and/or in violation of the requirements of this Agreement.

**Permissible Requests by Covered Entity**

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

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

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

Miscellaneous

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

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

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

Interpretation. Any ambiguity in this Attachment A shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
Exhibit
SS-3 New Business
MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) and the San Diego County Superintendent of Schools (SDCSS) and San Diego County School Districts/Local Education Agencies (SDC LEAs). The parties to this MOA may be referred to herein collectively as the “parties” or individually as a “party”.

Recitals

WHEREAS, this MOA is for purposes of each party complying with the Every Student Succeeds Act, Section 1112(c)(5)(B) (20 U.S.C. §6312(c)(5)(B)), requiring:

“[e]ach local educational agency . . . provide assurances that it will collaborate with the State or local child welfare agency to, by not later than 1 year after the date of enactment of the Every Student Succeeds Act, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care, which procedures shall:
(i) ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and
(ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if – (I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (II) the local educational agency agrees to pay for the cost of such transportation; or (III) the local educational agency and the local child welfare agency agree to share the cost of such transportation.”

WHEREAS, each agency’s role is as follows:

County provides funds for certain services for youth who are under the jurisdiction of the Juvenile Court and is governed by The Fostering Connections Act, which includes school stability provisions relating to youth as defined by 48853.3 (a). County has agreed to provide funding for additional costs incurred in providing transportation to maintain children in foster care in their schools of origin when the client is without an alternate transportation plan. County has agreed to collaborate with SDCSS and SDC LEAs to provide funding in support of transportation to school of origin and its clients when an alternate transportation plan is utilized. County is responsible for those eligible students over which they have care, custody and control as vested by the San Diego Superior Court.
SDCSS is an LEA under federal law, and to ensure compliance with ESSA transportation to school of origin provisions, has coordinated agencies and agreed to administer a countywide transportation program, including staffing and indirect costs, to ensure that all eligible students receive transportation to their school of origin and that any additional cost is shared equally among the other parties to this agreement (County and SDC LEAs) for purposes of county-wide compliance with the ESSA. SDCSS agrees to provide coordination and oversight of the provisions in this agreement.

SDC LEAs ensure students in foster care who reside in their boundaries have access to transportation to their school of origin by providing transportation to children in foster care residing in their boundaries to their school of origin when doing so creates no additional cost to the SDC LEA, and also agreed to collaboratively fund a portion of additional costs incurred in providing transportation to school of origin, when doing so creates such additional costs, to ensure students in foster care who reside in their boundaries have access to transportation to their school of origin.

WHEREAS, this MOA is for purposes of ensuring cost effective and efficient methods for ensuring children in foster care in San Diego County have transportation to school of origin available even when it creates an additional cost to the SDC LEA that will be shared by the parties.

WHEREAS, this MOA will provide cost sharing by SDC LEAs, SDCSS, and County of San Diego of additional costs, as that term is defined herein, incurred by SDC LEAs for the SDC LEAs or SDCSS to provide students in foster care, between the ages of 8 (eight) and 18 (eighteen), with transportation to and from their school of origin. Students in foster care covered by this agreement include:

- Students enrolled in General Education Programs.
- Students served by Special Education Programs whose Individual Education Program does or does not include transportation as a related service.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative shall be sent to each party as follows:
2. Parties’ Responsibilities for Sharing in Additional Costs

2.1. County

2.1.1. County will collaborate with SDCSS co-located Education Liaisons to process appropriate referrals to transportation services under this agreement and as per contract number 525896 between SDCSS and HHSA Child Welfare Services. This contract number 525896 and its terms shall take precedence over the provisions of this MOA as it relates to the relationship between the County and SDCSS parties.

2.1.2. County will ensure that a Best Interest Determination regarding school of origin has been made by the Education Rights Holder prior to referral to transportation services, and make a best effort to ensure the SDC LEA AB 490 Foster Care Liaison is consulted.

2.1.3. County will provide up to $350,000 annually to SDCSS per contract number 525896 between HHSA Child Welfare Services and SDCSS, which SDCSS will allocate to the countywide transportation program it administers per this MOA, and use to cover the agreed upon portion of shared costs under this MOA as outlined below:

2.1.3.1. When inter-district transportation is being provided to an eligible student, County agrees to fund one third of the additional cost to transport.

2.1.3.1.1. When one SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA,
County agrees to fund fifty percent of the remaining SDC LEA’s additional costs.

2.1.3.2. When intra-district transportation is being provided to an eligible student County agrees to fund 50% (fifty percent) of the additional cost to transport.

2.1.3.3. In the event of an exception request for transportation services via this MOA regarding student eligibility or cost-sharing, County will review and respond to exception requests received from SDCSS on a case-by-case basis.

2.1.4. County will conduct background clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.1.5. County will cover all costs associated with clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.2. **SDCSS**

2.2.1. SDCSS co-located Education Liaisons will collaborate with County on all referrals for transportation services where transportation to the school of origin creates an additional cost for the SDC LEA.

2.2.2. SDCSS co-located Education Liaisons will meet with all caregivers and students to orient them to transportation service requirements when SDCSS contracted providers are transporting eligible students.

2.2.3. SDCSS co-located Education Liaisons will meet the students on initial day of transport when SDCSS contracted providers are transporting eligible students, except for students who have previously used and are familiar with the transportation services and may not need to be physically met by an Educational Liaison at school on the initial day of resuming transportation services.

2.2.4. SDCSS will issue a public bid for transportation providers, vet all applicants and ensure all awarded contract providers adhere to all applicable Education and Vehicle codes outlined in California Law relating to student transportation.

2.2.5. SDCSS will provide orientation to all transportation provider drivers.

2.2.6. SDCSS will provide a full time manager and secretarial support to administer all phases of the countywide transportation program and will fund all indirect costs associated with this agreement.

2.2.7. SDCSS manager will communicate with SDC LEAs regarding additional costs and services available pursuant to this MOA which the SDC LEAs may utilize for purposes of ensuring transportation is available to school of origin.

2.2.8. SDCSS will process all audit transfers and ensure additional costs are shared equally among all parties as agreed upon.
2.2.9. SDCSS will monitor the expenditures under this agreement, project usage and potential shortfalls in funding. As needed, SDCSS will facilitate the identification of resources needed to continue the provision of services under this agreement.

2.2.10. SDCSS will maintain all records required by the parties to this agreement.

2.2.11. SDCSS will provide quarterly reports to all parties.

2.2.12. SDCSS will report any incident involving injury or property damage during transportation provided by its contractor to the SDC LEA and County via email within 24 hours of having knowledge of incident.

2.2.13. In the event of a potential dispute, SDCSS will offer to mediate a meeting to attempt to resolve the concern before following the formal process referred to in item 4.

2.2.14. In the event of an exception request for transportation services via this MOA regarding student eligibility or cost-sharing, SDCSS will request exception review from County and will provide County the information needed to review the request.

2.3. SDC LEAs

2.3.1. SDC LEAs will collaborate with SDCSS co-located Education Liaisons to determine whether existing transportation options are available to transport a student to their school of origin, and if not, a cost effective method available to transport eligible students in foster care to school of origin and additional costs associated with doing so.

2.3.2. SDC LEAs will notify SDCSS co-located Education Liaisons when they determine that the most appropriate method of transportation will be to utilize SDCSS contracted services under this agreement.

2.3.3. When inter-district transportation is being provided to an eligible student the responsible SDC LEAs agree to each fund one third of the additional cost to transport.

2.3.4. When one responsible SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, the other responsible SDC LEA agrees to fund fifty percent of the remaining additional costs.

2.3.5. When intra-district transportation is being provided to an eligible student the SDC LEA agrees to fund 50% (fifty percent) of the additional cost to transport.

2.3.6. SDC LEAs will track and communicate to SDCSS manager the actual and additional costs they incur when the SDC LEA is providing transportation utilizing SDC LEA resources to transport a student in foster care to school of origin.
2.3.7. SDC LEAs agree to make claims for recouping transportation costs to SDCSS, not the County.

2.3.8. SDC LEAs may notify SDCSS manager of their decision to not utilize SDCSS contracted services for any reason and transport the eligible student in an alternate safe and age appropriate manner.

3. County Contribution to Additional Cost

Through June 30, 2022, the parties agree to implement this agreement and gather data on additional cost incurred in transporting foster students to their school of origin. SDC LEAs agree to notify SDCSS when they incur additional cost to transport an eligible student to school of origin in advance of transportation being provided. For the term of this agreement, and subject to annual renegotiation, reimbursement by the County to SDC LEAs for additional costs incurred to transport a student to their school of origin will be set and reimbursed at the rate of $3.13/per mile, regardless of actual additional cost incurred or the percentages specified in Section 2 of this MOA. The parties agree to discuss this amount following collection of information on actual additional costs incurred.

4. Dispute Resolution Process

This agreement is subject to the following dispute resolution process outlined in California Education Code:

E. C. 48853.5 (f) (9) If a dispute arises regarding the request of a foster child to remain in the school of origin, the foster child has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing dispute resolution process available to a pupil served by the local educational agency.

E. C. 48853.5 (i) (1) A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations.

5. Indemnity

5.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party:**
Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party’s sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.
5.2. **Indemnity Claims Arising from Concurrent Acts or Omissions**: The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.3 below.

5.3. **Indemnity Joint Defense and Reimbursement and Reallocation**: Notwithstanding paragraph 5.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

6. **Insurance**: Prior to execution of this MOA, the parties must obtain at their own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, appropriate insurance to cover any foreseeable losses under this MOA. The parties may maintain a program of self-insurance to meet the requirements of this paragraph.

7. **Conformance With Rules And Regulations**: All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

8. **Permits and Licenses**: The parties certify that they possess and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other parties, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

9. **Governing Law**: This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

10. **Information Privacy and Security Provisions**: All parties to this MOA agree to comply with all applicable laws and regulations related to the privacy and security of
client’s information, such as, but not limited to the confidentiality of the child welfare records per California Welfare & Institutions Code sections 827 and 10850. In addition, any data shared between the parties electronically shall occur via encrypted software.

11. **Third Party Beneficiaries Excluded**: This MOA is intended solely for the benefit of County and SDCSS and SDC LEAs. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.

12. **Amendments to MOA**: Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by all parties.

13. **Severability**: If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.

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

15. **Scope of MOA**: This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.

16. **Live Well San Diego Vision**: The County of San Diego, Health and Human Service Agency (HHSA), supports the Live Well San Diego vision of Building Better Health, Living Safely, and Thriving. Live Well San Diego, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

16.1 Information about the Live Well San Diego can be found on the County’s website and a website dedicated to the vision:

17. **Term**: This MOA shall be effective as of July 1, 2019 and shall terminate on June 30, 2022.

18. **Termination For Convenience**: HHSA or the SDCSS may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.

19. **Counterparts**: This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. LEA members may be added as a party to this MOA as requested without formal amendment. Such shall have executed and delivered a joinder to the County of San Diego HHSA with a copy to SDCSS attached hereto as Exhibit A – Joinder of Additional Signatory to Agreement.

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

County of San Diego

Dated: __________________________ By: __________________________
NICK MACCHIONE, FACHE
Agency Director
Health and Human Services Agency

San Diego County Superintendent of Schools

Dated: __________________________ By: __________________________
MICHAEL SIMONSON, Assistant Superintendent, Business Services

EXHIBIT A – JOINDER OF ADDITIONAL SIGNATORY TO AGREEMENT
EXHIBIT A

JOINDER OF ADDITIONAL SIGNATORY TO AGREEMENT

Pursuant to, and in accordance with, Section 19 of the Memorandum of Agreement between the County of San Diego by and through its Health and Human Services Agency, the San Diego County Superintendent of Schools and San Diego County School Districts/Local Education Agencies, for the purpose of ensuring cost effective and efficient methods of transportation to school of origin for children in foster care in San Diego County, the [NEW PARTY] hereby acknowledges that it has received and reviewed a complete copy of the aforementioned Agreement and agrees that upon execution of this Joinder, [NEW PARTY] shall become a party to the Memorandum of Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Memorandum of Agreement as though an original party thereto.

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

Signed by:

[NEW PARTY]

Dated: ________________  By: ____________________________
(Authorized Signature)
Additional Signatories to Agreement

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

Signed by:

LA MESA-SPRING VALLEY ELEMENTARY SCHOOL DISTRICT

Dated: ____________________________ By: ____________________________

Deann Ragsdale, Assistant Superintendent, La Mesa-Spring Valley School District
Exhibit
HR-3 New Business
MEMORANDUM OF UNDERSTANDING
Between
Grossmont-Cuyamaca Community College District
And
La Mesa Spring Valley School District

This Memorandum of Understanding ("MOU") is entered into on August 12, 2019,
("Effective Date"), by and between Grossmont-Cuyamaca Community College District
("GCCCD"), a California public entity, and La Mesa Spring Valley School District
("LMSVSD"), a California public entity, with reference to the following facts.

RECITALS

WHEREAS, LMSVSD is a local school district, operating various California
State Preschools pursuant to California Education Code § 8235, et seq., in the County of San
Diego; and

WHEREAS, GCCCD is a community college district located in the County of San Diego;
and

WHEREAS, GCCCD operates a governing board-approved program of Cooperative
Work Experience Education pursuant to Section 55250, et seq., of Title 5 of the California Code
of Regulations for students enrolled at Grossmont College or Cuyamaca College ("College"); and

WHEREAS, both LMSVSD and GCCCD desire to have College Students placed with
the California State Preschools operated by LMSVSD as part of a Work Experience Program
during the 2019-2020 academic year;

THEREFORE, it is agreed between the parties as follows:

1. RESPONSIBILITIES OF LMSVSD

A. Supervision. LMSVSD will provide work experience to College Child
Development Students during the 2019-2020 academic year. LMSVSD will provide
adequate personnel to supervise College Students at LMSVSD who have been trained in child
supervision by the California Department of Education Child Development Division Mentor
Program, to assure an acceptable Student-teacher ratio for a safe and valuable work
experience for both College Students and Preschool children.

B. Confidentiality of College Student Records. No agent, employee, or representative of
LMSVSD shall have access to or have the right to review any College Student records, except
where necessary in the regular course of the Work Experience Program. LMSVSD shall instruct
its agents, employees, and representatives to maintain the confidentiality of any and all College
Student records and other information received about said Students, which includes
not discussing, disclosing, or transmitting any such information, in accordance with the requirements of the federal Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and comparable California statutes.

C. Removal of College Students. LMSVSD shall have the absolute right to determine who will supervise and instruct its Preschool children. In the event that any College Student, in the sole discretion of LMSVSD, fails to perform satisfactorily, fails to follow LMSVSD policies, procedures and regulations, or fails to meet LMSVSD standards for health, safety, security, cooperation, or ethical behavior, LMSVSD shall have the right to request that GCCCD withdraw such College Student from LMSVSD. GCCCD shall comply with LMSVSD’s request within five (5) days of receipt of notice from LMSVSD. Notwithstanding the foregoing, in the event of any emergency or if any College Student represents a threat to Preschool child safety or personnel, LMSVSD may immediately exclude such College Student from LMSVSD until final resolution of the matter with GCCCD.

D. School Sites to be Utilized. LMSVSD may offer the Work Experience Program to College Students at any of the following school sites located within its District boundaries: Avondale, Bancroft, Fletcher Hills, Kempton, La Mesa Dale, La Presa Elementary, Maryland Avenue, Rancho, Sweetwater Springs.

2. RESPONSIBILITIES OF GCCCD

A. Supervision. A GCCCD Program Coordinator will visit each LMSVSD Preschool site hosting Work Experience Program Students two (2) times during the term of this MOU to observe College Students and meet with each such Student's mentor teacher and/or administrator.

B. Number of College Students. GCCCD shall designate and notify LMSVSD of the College Students who are enrolled and in good standing in the Work Experience Program to be assigned for work experience at LMSVSD Preschools in such numbers as are mutually agreed upon between LMSVSD and GCCCD.

C. Orientation. GCCCD shall provide orientation to all College Students and ensure that all such Students receive appropriate instruction and have necessary basic skills to have an effective and safe Work Experience Program at LMSVSD for both College Students and Preschool children, prior to the College Students commencing the Work Experience Program at LMSVSD.

Health and Background Clearance. LMSVSD shall provide written notice to GCCCD as to any requirements for College Student proof of health clearance. GCCCD shall use its best efforts to assure that each College Student complies with LMSVSD’s requirements for immunizations and health screening tests. Tuberculosis Risk Assessment; LMSVSD is required to have on file a certification showing that GCCCD Students that require frequent or prolonged contact with students have submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. Prior to beginning an assignment, all students must be fingerprinted and cleared by the appropriate agencies. Students working pursuant to this MOU shall bear the cost of the fingerprinting and DOJ clearance.
D. **LMSVSD Policies and Procedures.** GCCCD shall ensure that each College Student has been given a copy of LMSVSD’s applicable rules, regulations, policies and procedures prior to commencing the Work Experience Program at LMSVSD.

E. **Confidentiality of College Student Records.** No agent, employee, representative or College Student of GCCCD shall have access to or have the right to review any LMSVSD Preschool children records, except where necessary in the regular course of the Work Experience Program. GCCCD shall instruct its agents, employees, representatives and College Students to maintain the confidentiality of any and all Preschool child records and other information received about Preschool children, which includes not discussing, disclosing, or transmitting any such information, in accordance with the requirements of the federal Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. and comparable California statutes.

F. **Workers Compensation Coverage.** GCCCD shall provide Workers Compensation Insurance coverage for all College Students assigned to LMSVSD’s Preschools.

G. **Liability Insurance.** College shall maintain at all times during the term of this MOU commercial general liability insurance acceptable to LMSVSD in the minimum amounts of $1,000,000 combined single limit and $3,000,000 general aggregate, and shall furnish LMSVSD with proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

3. **COSTS OF PROGRAM**

A. Since placement of College’s work experience students in LMSVSD’s State Preschools benefits both parties to this MOU, no payment shall be required of either party.

4. **RELATIONSHIP OF THE PARTIES**

A. **Term.** This MOU shall commence on the Effective Date stated above and shall remain in full force and effect up to and including June 30, 2020, unless otherwise terminated as provided in this Section.

B. **Termination.** Either party may terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other party. However, to the extent reasonably possible, LMSVSD shall schedule its termination to minimize interference with a College Student’s Work Experience Program and to allow completion of any College Student’s Program who, as of the date of any notice of termination by LMSVSD, was satisfactorily participating in the Work Experience Program at LMSVSD.

C. **Relationship of the Parties.** Nothing in this MOU is intended nor shall be construed to create between LMSVSD and GCCCD an employer/employee relationship or a joint venture relationship. College Students shall maintain the status of learners, and neither this MOU nor any acts pursuant to it shall be deemed to create an employment or agency relationship between LMSVSD and any College Student. Therefore, the parties understand and agree that
LMSVSD is not responsible in any way, directly or indirectly, for any employment-related benefits for College Students. Such benefits not covered include, but are not limited to, salaries, vacation time, sick leave, Workers Compensation insurance, and health benefits. The sole interest of LMSVSD is to use its best efforts to assure that services are performed in a competent and satisfactory manner.

D. Indemnification. To the extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including its officers, Governing Board, directors, shareholders, employees, agents, independent contractors, consultants, volunteers and other representatives, from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney’s fees and costs (“liabilities”), arising out of the indemnifying party’s negligent, wrongful or willful acts or omissions or its negligence or willful misconduct in performing any of its obligations under this agreement. Neither termination of this MOU nor completion of the acts to be performed pursuant to it shall release GCCCD and/or LMSVSD from their obligations to indemnify as to any claim or cause of action asserted, so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion. Attorney’s Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney’s fees.

E. Role of College Students. It is not the intention of GCCCD or LMSVSD that any College Student occupy the position of third-party beneficiary of any obligations assumed by LMSVSD or GCCCD pursuant to this MOU.

F. College Student Hours. College Students will participate in the Work Experience Program at LMSVSD eight (8) hours per week, if volunteering, and ten (10) hours per week, if paid. The total possible number of hours a College Student may participate in the Program per semester will be one hundred twenty (120) hours, if volunteering, and one hundred fifty (150) hours, if paid.

When on a District campus, GCCCD Students shall observe the following protocols:
1. GCCCD Students shall check in with the school office each day immediately upon arriving at the school site;
2. Once at such location, GCCCD Students shall not change locations without contacting the school office;
3. GCCCD Students shall not use student restroom facilities; and
4. If GCCCD Students find themselves alone with a student, they shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

IN WITNESS WHEREOF, GCCCD and LMSVSD have executed this MOU by and through their respective representatives as of the date first above written.

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT
By
Linda Bertolucci
Director, Purchasing and Contracts

LA MESA-SPRING VALLEY
SCHOOL DISTRICT
By
Tina L. Sardina, Assistant Superintendent
Human Resources

Date: ____________________________  Date: ____________________________
Exhibit
HR-4 New Business
ASSIGNMENT OF RESPONSIBILITY (Title 8 California Code of Regulations §3203(a)(1))

Our school district’s lead Injury and Illness Prevention Program (IIPP) administrator is:
Tina L. Sardina, Assistant Superintendent, Human Resources
4750 Date Avenue, La Mesa, CA  91942
619-668-5700 ext. 6372

IIPP Administrator’s Name, Job Title, and Contact Information (address, phone numbers)

(Optional) Our school district’s co-administrator for our IIPP is:
Jennifer Nerat, Assistant Superintendent, Business Services
4750 Date Avenue, La Mesa, CA  91942
619-668-5700 ext. 6391

Co-Administrator’s Name, Job Title, and Contact Information (address, phone numbers)

☒ This IIPP applies to all schools in our district.

☒ Each school in our district has been assigned a safety supervisor. School-site safety supervisors are responsible for implementing and maintaining this IIPP at their school sites and for answering employee questions about the district’s IIPP. Each school-site safety supervisor has a copy of this IIPP. A list of all the district’s school-site safety supervisors who will implement and maintain the IIPP at their school sites is attached as Form A.

The master copy of this IIPP can be found at: Human Resources Department

Other copies of the IIPP can be found at: Each school site, Child Nutrition Department, Maintenance & Operations Department, Preschool, Transportation Department, Trust Blended Learning, and Warehouse Department.

HAZARD ASSESSMENT/INSPECTION (Title 8 CCR §3203(a)(4))

Periodic inspections to identify and evaluate hazards in our schools sites will be performed by one or more of the following checked individuals:
School-site safety supervisors at their school sites; site Health and Safety teachers
Our district’s IIPP Administrator(s)/SASH Coordinator(s)
Other: **District maintenance and facilities staff through FIT inspections**

Periodic inspections are always performed according to the following schedule:

- When we initially established our IIPP. [*]
- Whenever new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace. [*]
- Whenever new, previously unidentified hazards are recognized. [*]
- Whenever occupational injuries and illnesses occur. [*]
- Whenever workplace conditions warrant an inspection. [*]
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted. [*]
- Other times: _____

**ACCIDENT/EXPOSURE INVESTIGATIONS** (Title 8 CCR §3203(a)(5))

Investigations of workplace accidents, hazardous substance exposures and near accidents will be conducted by:

**Site Principals, Department Heads, IIPP Administrator**

Name and Job Title

Our procedures for investigating workplace accidents and hazardous substance exposures include:

- Visiting the scene as soon as possible.
- Interviewing injured employees and witnesses.
- Determining the cause of the accident/exposure.
- Examining the workplace and the incident for underlying causes associated with the accident/exposure.
- Taking immediate corrective action to prevent the accident/exposure from reoccurring, through temporary measures if permanent mitigation cannot be immediately achieved.
- Recording the findings and actions taken on required forms such as Supervisor’s Report of Accident, Student Accident Report, Work Order.
- Other: _____

**HAZARD CORRECTION** (Title 8 CCR §3203(a)(6))

Unsafe or unhealthy work conditions, practices or procedures will be reported and corrected in a timely manner based on the severity of the hazards. Hazards will be corrected according to the following procedures:

- When observed or discovered: [*] and
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed employees from the area except those necessary to correct the existing condition. Employees who are

---

1 Items with an asterisk (*) are activities that are required by Cal/OSHA for compliance with the IIPP standard.
required to correct the hazardous condition will be provided with the necessary protection and training.*

**COMMUNICATION WITH EMPLOYEES ABOUT SAFETY** (Title 8 CCR §3203(a)(3))

All supervisors are responsible for communicating with their employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all employees to inform supervisors about workplace hazards without fear of reprisal. Our communication system includes all of the following checked items:

A. ☒ New employee orientation including a discussion of safety and health policies and procedures.*
   ☒ Follow-through by supervisors to ensure effectiveness.*
   ☒ Worksite-specific health and safety training.*
   ☒ Safety topics will be discussed at staff meetings.
   ☒ Effective communication of safety and health concerns between workers and supervisors, including language translation where appropriate.*
   ☒ Posted or distributed safety information.*
   ☒ A system for employees to anonymously inform administration about workplace hazards.* This system involves: **Memo through inter-district mail to IIPP Administrator.**

**TRAINING AND INSTRUCTION** (Title 8 CCR §3203(a)(7))

All employees, including supervisors, will have training and instruction on general and job-specific safety and health practices. Training and instruction is provided according to the following schedule:

- When our IIPP was first established.*
- To all new employees.*
- To all employees given new job assignments for which training has not previously provided.*
- Whenever new substances, processes, procedures, or equipment are introduced to the school district and represent a new hazard.*
- Whenever anyone is made aware of a new or previously unrecognized hazard.*
- To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.*
- To all employees about the hazards specific to each employee's job assignment.*

This training will include (but is not limited to):

- An explanation of our IIPP, emergency action plan, fire prevention plan, measures for reporting any unsafe conditions, work practices, injuries and any additional instructions that are needed. Fact sheets regarding how to prevent injuries will be attached.
- The availability of toilet, hand-washing, and drinking water facilities.
- Provisions for medical services and first aid, including emergency procedures.
- Proper housekeeping, such as keeping stairways and aisles clear, keeping work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that adversely influence safety.
- Proper storage to prevent:
  - stacking goods in an unstable manner
  - storing materials and good against doors, exits, for extinguishing equipment and electrical panels.

Where applicable, our training may also include:

- The prevention of musculoskeletal disorders, including proper lifting techniques.
- The use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- The use of appropriate equipment (e.g., ladders, stools) for climbing and accessing materials.
- Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- Proper food and beverage storage to prevent them from becoming contaminated.

In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other trainings.

**EMPLOYEE COMPLIANCE WITH SAFETY PROCEDURES** (Title 8 CCR §3203(a)(2))

All district employees, including supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all employees comply with these practices includes all of the following checked practices:

- Informing employees of the provisions of our IIPP.
- Evaluating the safety performance of all employees.
- Providing training to employees whose safety performance is deficient.
- Recognizing employees who perform safe and healthful work practices.
- Other systems we have in place to ensure compliance with safety practices:  

**RECORDKEEPING AND DOCUMENTATION** (Title 8 CCR 3203(b))

Although school districts are not required to keep records or documentation of the elements of an IIPP, except the written program itself, our school district maintains the following records to help us more efficiently and effectively implement our IIPP:

- Records of scheduled and periodic inspections (to identify unsafe conditions and work practices, including the names of the person(s) conducting the inspection, the unsafe conditions and the work practices that have been identified, as well as the action(s) taken to correct the identified unsafe conditions and work practices. These records are maintained for at least one (1) year.
- Documentation of our safety and health training.
Form A
The following school-site safety supervisors are responsible for maintaining our district’s Injury and Illness Prevention Program and communicating with employees about our IIPP during the 2019-2020 school year at their sites:

<table>
<thead>
<tr>
<th>School Site</th>
<th>Name of Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avondale Elementary</td>
<td>John Ashley, Melissa Erickson</td>
</tr>
<tr>
<td>Bancroft Elementary/Quest Academy</td>
<td>Kim Libenguth, Manuel Aceves</td>
</tr>
<tr>
<td>Casa De Oro Elementary</td>
<td>Dana James, Clifford Cruz, Lilia Weeks</td>
</tr>
<tr>
<td>Fletcher Hills Elementary</td>
<td>Eileen Cotter, Chrysti Barth</td>
</tr>
<tr>
<td>Highlands Elementary</td>
<td>Jon McEvoy, Helen Dagnino</td>
</tr>
<tr>
<td>Kempton Literacy Academy</td>
<td>Wendy Newmark, Jane Marroquin-Llamas</td>
</tr>
<tr>
<td>La Mesa Dale Elementary</td>
<td>Tammie Babbitt, Carolisa Mangosing</td>
</tr>
<tr>
<td>La Presa Elementary</td>
<td>Kelley Rabasco, Angela Rosenkrans</td>
</tr>
<tr>
<td>Lemon Avenue Elementary</td>
<td>Allison Long, Tracy McFarland</td>
</tr>
<tr>
<td>Loma Elementary</td>
<td>Beth Rackliffe, Amanda Warden</td>
</tr>
<tr>
<td>Maryland Avenue Elementary</td>
<td>Kelli Maringer, Catherine Ziegler</td>
</tr>
<tr>
<td>Glenn E. Murdock Elementary</td>
<td>Jennifer Luiel, Carla Livolsi</td>
</tr>
<tr>
<td>Murray Manor Elementary</td>
<td>Gina Miller, Heather Mitchell</td>
</tr>
<tr>
<td>Northmont Elementary</td>
<td>Laura Hollis, Jennifer McBrearty</td>
</tr>
<tr>
<td>Rancho Elementary</td>
<td>Elisa Holston-Arteaga, Elizabeth Batchman</td>
</tr>
<tr>
<td>Rolando Elementary</td>
<td>Noelle Sufffield, Ruthellen Nackman</td>
</tr>
<tr>
<td>Sweetwater Springs Elementary</td>
<td>Monica Robinson, Stephen Williams</td>
</tr>
<tr>
<td>La Mesa Arts Academy</td>
<td>Beth Thomas, Dave Howell</td>
</tr>
<tr>
<td>STEAM Academy at La Presa</td>
<td>Andrea Radmilovich, Veronica Reyes</td>
</tr>
<tr>
<td>Parkway Middle School</td>
<td>Mary Beason, Brandie Keaveny</td>
</tr>
<tr>
<td>Spring Valley Academy</td>
<td>Matt Thompson, Eriberto Iriqui</td>
</tr>
<tr>
<td>Child Nutrition</td>
<td>Jill Whittenberg</td>
</tr>
<tr>
<td>Custodial Services</td>
<td>Mark Whitley</td>
</tr>
<tr>
<td>Maintenance &amp; Operations</td>
<td>Jason Brust</td>
</tr>
<tr>
<td>Preschool</td>
<td>Tracy Olander</td>
</tr>
<tr>
<td>Transportation</td>
<td>Nick Richard</td>
</tr>
<tr>
<td>Trust Blended Learning</td>
<td>Margaret Jacobsen</td>
</tr>
<tr>
<td>Warehouse</td>
<td>Valerie Ranum</td>
</tr>
</tbody>
</table>