



Board of Education

December 17, 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: DECEMBER 17, 2019
CLOSED SESSION: 5:00 P.M.
REGULAR SESSION: 6:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

CLOSED SESSION – 5:00 P.M.

OPENING PROCEDURE

1. Call to Order
2. Establishment of Quorum
3. Public Communications

Members of the public may comment on any closed session agenda item.
Comments are limited to three (3) minutes.

ADJOURN TO CLOSED SESSION

1. Conference with Labor Negotiator (GC section 54957.6 (a))
District Designated Representatives: Jennifer Nerat, Guido Magliato,
and Tina Sardina
Employee Organizations: CSEA, Chapter 419 and LMSVTA
2. Public Employee Discipline/Dismissal/Release (GC 54957)
3. Student Expulsion
4. Conference with Legal Counsel - Anticipated Litigation (one case)
(GC 54956.9)

RECONVENE TO PUBLIC SESSION

1. Recess until 6:00 P.M.

REGULAR SESSION – 6:00 P.M.

OPENING PROCEDURE – REGULAR SESSION

1. Call to Order
2. Pledge of Allegiance Led by:
Lylah Galicia, 4th grade student, Lemon Avenue Elementary
Tegan Uddenberg, 4th grade student, Lemon Avenue Elementary
3. Establishment of Quorum

MINUTES OF PREVIOUS MEETING

Action

APPROVAL OF AGENDA

Action

COMMUNICATIONS

1. Innovation and Engagement: Spotlight
 - a. Lemon Avenue Elementary
2. Other Communications
3. Report of Action Taken in Closed Session

PUBLIC COMMUNICATIONS

1. General Matters Regarding Education

REPORTS

1. 2019-20 First Interim Financial Report and Budget Update Information

NEW BUSINESS

SUPERINTENDENT

1. Election of President, Vice President, and Clerk of the Board Through December 2020 Action
2. Resolution 19-20-15, Annual Resolution to Affirm the Commitment of the Board to Govern in the Best Interest of the Entire District and of All Students Roll Call Vote
3. Approval of Board of Education Schedule of Meetings - January 2020 through December 2020 Action
4. Nomination of Representatives to the California School Boards Association Delegate Assembly, Region 17 Action
5. Appointment of CSEA-Nominated Personnel Commissioner Action
6. Adoption of Board Policy Updates Action

BUSINESS SERVICES

1. Approval of 2019-20 First Interim Financial Report and Incorporated Budget Revisions Action
2. Approval of Consent Calendar Action
 - a. Approval and Ratification of Purchase Orders, Warrants, Revolving Cash Fund Reimbursements, Purchasing Contracts, Consultant Agreements, Service Agreement,

Surplus for Auction, and Surplus for E-Waste

b. Rejection and Referral of Property/Liability Claims

- | | | |
|----|---|-------------------|
| 3. | Acceptance of the Actuarial Valuation Measured at June 30, 2019 Prepared by Howard E. Nyhart Company, Inc., for Other Post-Employment Benefits (OPEB) Other Than Pensions Under Governmental Accounting Standards Board Statement 75 (GASB 75) Requirements | Action |
| 4. | Adoption of Annual Developer Fee Report for Fiscal Year 2018-19 | Action |
| 5. | Adoption of Five-Year Developer Fee Report for Fiscal Year 2018-19 | Action |
| 6. | Resolution 19-20-14, Authorization to Submit Grant Application to the California VW Mitigation Trust Fund for Old Diesel School Bus Replacement with Electric School Buses; and Authorization for the Assistant Superintendent, Business Services to Execute All Necessary Documents to Implement the Bus Replacement | Roll Call
Vote |

LEARNING SUPPORT

- | | | |
|----|---|--------|
| 1. | Acceptance of Gift/Donation - Lemon Avenue Elementary | Action |
|----|---|--------|

STUDENT SUPPORTS

- | | | |
|----|---|--------|
| 1. | Authorization to Enter into Memorandum of Understanding with University of California Autism Center of Excellence (ACE) | Action |
|----|---|--------|

HUMAN RESOURCES

- | | | |
|----|--|--------|
| 1. | Approval of Standard Human Resources Recommendations | Action |
| 2. | Authorization to Contract with Colleges, Universities and Local High School Districts for Student Teaching and Professional Training Programs, Including Work-Study Programs | Action |
| 3. | Authorization to Enter into Agreement with Swing Education for Substitute Teachers and Related Professionals | Action |

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.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

PREPARED BY: David Feliciano
Superintendent

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

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

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

Please note that Government Code 54952.2 prohibits the Board from taking action.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

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

ITEM NUMBER: **R-1 Reports of Officers of the Board**
 2019-20 First Interim Financial Report and Budget Update

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

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

Provided are the forms necessary to report the financial position of the District as of October 31, 2019. The First Interim certification is positive, as we are projecting the District will be able to meet its financial obligations for the current year, next year, and the subsequent 2021-22 fiscal year. Also provided is the GASB 75 Actuarial Valuation Report.

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019**

PREPARED BY: David Feliciano
Superintendent

ITEM NUMBER: S-1 New Business

Action Item

**Election of President, Vice President, and Clerk of the Board Through
December 2020**

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

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board discuss and designate a President, Vice President, and Clerk of the Board for the 2020 calendar year.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

PREPARED BY: David Feliciano
Superintendent

ITEM NUMBER: S-2 New Business

Action Item

Resolution 19-20-15, Annual Resolution to Affirm the Commitment of the Board to Govern in the Best Interest of the Entire District and of All Students

ROLL CALL VOTE

In May of 2019, following consideration of the California Voting Rights Act (CVRA) and the District's former at-large system of elections, after holding several public hearings on the matter, the Board transitioned to by-trustee area elections and adopted a map dividing the District into five trustee areas for purposes of Board elections.

Under by-trustee area elections, each Board member is elected by the voters in one of the five trustee areas as opposed to the voters of the entire District. Additionally, District voters will only have the opportunity to vote for one member of the Board every four years.

Board Bylaw BB 9005 describes the Board's role as follows: "its primary responsibility is to act in the best interest of every student in the District. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the District."

Board Bylaw BB 9005 further states that the "Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student."

The purpose of this resolution is to affirm the Board's commitment to provide the highest quality education for all students throughout the entire District and to make decisions based on the interests of the entire District, and not based on the trustee area from which they were elected.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the following Resolution 19-20-15, to affirm the commitment of the members of Board of Education of the La Mesa-Spring Valley School District to govern the District in the best interest of the entire District and of all students.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION NO. 19-20-15**

**ANNUAL RESOLUTION TO AFFIRM THE COMMITMENT OF THE MEMBERS OF THE
BOARD OF EDUCATION OF THE LA MESA-SPRING VALLEY SCHOOL DISTRICT TO
GOVERN THE DISTRICT IN THE BEST INTEREST OF THE ENTIRE DISTRICT AND OF
ALL STUDENTS**

WHEREAS, the La Mesa-Spring Valley School District (“District”) is governed by a five member Board of Education (“Board”);

WHEREAS, members of the Board historically had been elected “at large,” in which each member of the Board was elected by the voters of the entire District;

WHEREAS, the California Voting Rights Act (Elec. Code, §§ 14025 et seq.)(“CVRA”) prohibits the use of “at large” elections where their use impairs the ability of a protected class to elect candidates of its choice, or its ability to influence the outcome of elections;

WHEREAS, in May of 2019, following consideration of the CVRA and the District’s former at-large system of elections, after holding several public hearings on the matter, the Board transitioned to by-trustee area elections and adopted a map dividing the District into five trustee areas for purposes of Board elections;

WHEREAS, under by-trustee area elections, each Board member is elected by the voters in one of the five trustee areas as opposed to the voters of the entire District and District voters will only have the opportunity to vote for one member of the Board every four years;

WHEREAS, Board Bylaw BB 9005 describes the Board’s role as follows: “its primary responsibility is to act in the best interest of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district;”

WHEREAS, Board Bylaw BB 9005 further states that the “Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student.”

NOW THEREFORE, the Board of Education of the La Mesa-Spring Valley School District hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true.

Section 2. Each member of the Board is committed to the Board’s mission to provide the highest quality education for all students throughout the entire District.

Section 3. Each member of the Board is committed to governing the District and making decisions based on the interests of the entire District, and not based on the trustee area from which they were elected.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District, this 12th day of December, 2019, by the following vote:

AYES:

NOES:

ABSENT:

**BOARD OF TRUSTEES OF THE
LA MESA-SPRING VALLEY SCHOOL DISTRICT**

Jim Long
President, Board of Education

Attested to:

Rebecca McRae
Clerk, Board of Education

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

PREPARED BY: David Feliciano
Superintendent

ITEM NUMBER: S-3 New Business

Action Item

**Approval of Board of Education Schedule of Meetings - January 2020
through December 2020**

Below is a proposed schedule of meetings for the Board of Education for January 2020 through December 2020. In general, meetings are scheduled on the first Tuesday of each month beginning with Closed Session at 5:00 p.m. and Regular Session at 6:00 pm. Special meetings may be called as necessary during the year.

- January 14, 2020
- February 4, 2020
- March 3, 2020
- April 14, 2020
- May 5, 2020
- June 2, 2020 (Special Meeting - LCAP & Budget Hearings)
- June 16, 2020
- July 7, 2020
- August 4, 2020
- September 1, 2020
- October 6, 2020
- November 3, 2020
- December 15, 2020

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board suggest any changes it feels may be more appropriate for accomplishing the work of the District and approve a calendar for 2020.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

PREPARED BY: David Feliciano
Superintendent

ITEM NUMBER: S-4 New Business

Action Item

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

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

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019**

PREPARED BY: David Feliciano
Superintendent

ITEM NUMBER: S-5 New Business
Appointment of CSEA-Nominated Personnel Commissioner

Action Item

Under provisions of Education Codes 45245 and 45246, the Personnel Commission consists of three Personnel Commissioners. The Board of Education shall appoint one member of the Personnel Commission and shall also appoint the second member, nominated by the exclusive representative of the classified employees of the District. The two members shall, in turn, appoint the third member. One Commissioner position expires each year, with a full term for each Commissioner being three years.

Ms. Patricia Ridenour has held the CSEA-nominated position since December 1, 2001. Her current term expired November 30, 2019. CSEA Chapter 419 has submitted its nomination and recommends the Board reappoint Ms. Ridenour.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint Ms. Patricia Ridenour to a new three-year term as the CSEA-nominated Personnel Commissioner, effective December 1, 2019.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019**

PREPARED BY: David Feliciano
Superintendent

ITEM NUMBER: S-6 New Business
Adoption of Board Policy Updates

Action Item

Attached are charts showing the latest policy updates and noting any substantial changes.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the policy updates as noted.

Board Policy Updates

0000-0999	Philosophy, Goals, Objectives and Comprehensive Plans
	BP/AR 0460 - Local Control and Accountability Plan (BP/AR revised) Policy updated to delete the section on "Technical Assistance/Intervention," as that material is now addressed in BP 0520 - Intervention for Underperforming Schools. Paragraph added to generally address actions that may be taken whenever a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the local control and accountability plan (LCAP).
	BP 0520 - Intervention for Underperforming Schools (BP added) New policy contains material formerly in BP 0460 - Local Control and Accountability Plan regarding interventions to support the continuous improvement of student performance within the priorities identified in the district's LCAP. Paragraph added to reference interventions that will be provided to schools identified by the California Department of Education (CDE) for comprehensive support and improvement (CSI), targeted support and improvement (TSI), and additional targeted support and improvement (ATSI).
	BP 0520.1 - Comprehensive and Targeted Support and Improvement (BP added) New policy addresses the state's accountability system, developed in response to federal Title I requirements, to provide interventions to schools identified by CDE for CSI, TSI, or ATSI. Policy includes criteria for the identification of schools, requirements for a school improvement plan, and actions to be taken if implementation of the school plan is unsuccessful after a specified period of years.
1000-1999	Community Relations
	BP 1112 - Media Relations (BP revised) Policy updated to expand the section on "Crisis Communications Plan" to apply to natural disasters, involve district technology personnel in the development of the plan, and expand the contents of the plan. Policy also updated to encourage the establishment of priorities and key messages for proactive communications with the media, clarify that media representatives can be required to register before coming on campus only if the district has adopted a policy requiring all visitors to register, and clarify that the only student directory information that may be released to the media is that information designated by the district in AR 5125.1 - Release of Directory Information.
	BP 1325 - Advertising and Promotion- Updated by district with legal counsel (BP revised) Policy updated in order to establish standards for distribution of advertisement and promotional materials in district designated limited public forums.
	BP 1431 - Waivers (BP revised) Policy updated to add the requirement, when submitting a general waiver request to the State Board of Education, to include a written summary of any objections to the request by school site councils or advisory committees, as applicable. Policy reflects guidance in CDE's General Waiver Instructions regarding proper notice for a public hearing on a waiver request proposal.
2000-2999	Administration
	No updates at this time
3000-3999	Business and Noninstructional Operations
	AR 3320 - Claims and Actions Against the District (AR revised) Regulation updated to add statement requiring the use of district procedures for

Board Policy Updates

	claims against the district prior to filing a lawsuit. Regulation also defines "limited civil case" as one that is for an amount of \$25,000 or less.
	<p>BP/AR 3515 - Campus Security (BP/AR revised)</p> <p>Regulation adds section on "Locks" reflecting requirement for state-funded new construction projects, as well as certain modernization projects, to include locks that allow classroom doors to be locked from the inside. Regulation also adds strategies to increase adult presence and supervision on campus and to provide staff training in emergency response.</p>
	<p>BP/AR 3551 - Food Service Operations/Cafeteria Fund (BP/AR revised)</p> <p>Policy updated to reflect NEW FEDERAL REGULATION (84 Fed. Reg. 8247) and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. Policy also consolidates material on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. Regulation updated to reflect NEW LAW (AB 3043, 2018) which permits the use of cafeteria funds to pay for the purchase of a mobile food facility. Regulation also updates section on U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both policy and regulation, CDE and USDA guidance renumbered when superseded by newer guidance.</p>
4000-4999	Personnel
	<p>BP/AR 4116 - Probationary/Permanent Status (BP/AR revised)</p> <p>Policy updated to reflect court decisions clarifying the distinction between probationary employees and temporary employees. Material regarding eligibility for permanent status based on average daily attendance moved from AR to BP, except option for not granting permanent status deleted, as this option was only applicable to districts with less than 250 average daily attendance and the remainder of this policy and regulation is for use only by districts that grant permanent status. Policy also adds material regarding the notification of nonreelection of a probationary employee, formerly in AR 4117.6 - Decision Not to Rehire. Regulation updated to add material regarding the computation of the length of service required for classification as a permanent employee, including types of service excluded from that computation.</p>
	<p>AR 4117.6 - Decision Not to Rehire (AR deleted)</p> <p>Regulation deleted and concepts moved to BP 4116 - Probationary/Permanent Status.</p>
	<p>AR 4117.7/4317.7 - Employment Status Reports (AR revised)</p> <p>Regulation updated pursuant to Education Code 44940 to include a violation or attempted violation of Penal Code 187 (murder) in the definition of a "mandatory leave of absence offense."</p>
	<p>BP 4119.22/4219.22/4319.22 - Dress and Grooming (BP revised)</p> <p>Policy updated to reflect NEW LAW (SB 188) which prohibits discrimination against traits historically associated with race, including hair texture and "protective hairstyles" such as braids, locks, and twists.</p>
	<p>BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions (BP added)</p> <p>New policy addresses the avoidance of unlawful and inappropriate interactions between staff and students, an employee's responsibility to report another</p>

Board Policy Updates

	employee's violation of this policy, disciplinary consequences for staff, referral to law enforcement when appropriate, the requirement to post the code of conduct on school and/or district websites, and examples of conduct that are inappropriate or can create the appearance of impropriety.
	<p>BP 4216 - Probationary/Permanent Status (BP revised)</p> <p>Policy revised to clarify that employees may be dismissed during the probationary period without cause.</p>
	<p>BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System) (BP/AR added)</p> <p>New policy and regulation address requirements for disciplinary proceedings for classified employees in merit system districts. BP/AR contain material formerly in AR 4218 - Dismissal/Suspension/Disciplinary Action, and new material consistent with BP/AR 4218 and BP/AR 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. Policy also reflects NEW LAW (AB 2234, 2018) which requires the personnel commission to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor.</p>
5000-5999	Students
	<p>BP 5123 - Promotion/Acceleration/Retention (BP revised)</p> <p>Policy updated to make minor revision reflecting current law pertaining to the requirement to provide remedial instruction to students who are recommended for retention or are identified as being at risk for retention.</p>
	<p>BP 5131 - Conduct (BP revised)</p> <p>Policy updated to reflect NEW LAW (AB 272) which authorizes boards to limit or prohibit, except under specified circumstances, student use of smartphones while at school or while under the supervision and control of a district employee. Details regarding student use of mobile communication devices moved to BP 5131.8 - Mobile Communication Devices.</p>
	<p>BP 5131.8 - Mobile Communication Devices (BP added)</p> <p>New policy reflects NEW LAW (AB 272) which authorizes boards to limit or prohibit student use of smartphones while at school or while under the supervision and control of a district employee, except under specified circumstances (i.e., in an emergency, with permission of teacher or administrator, when directed by student's health care provider, when required by student's individualized education program). Policy also addresses reasonable search of students' mobile communication devices, employees' authority to confiscate a device, and discipline for off-campus use of a mobile communication device which poses a threat of danger to the safety of students, staff, or district property or substantially disrupts school activities.</p>
	<p>BP/AR 5136 - Gangs (BP/AR revised)</p> <p>Policy and regulation updated to expand material related to supports and services for students identified as gang members and reflect best practices for gang prevention, intervention, and suppression described in NEW RESOURCE from the National Gang Center and in publication from the Los Angeles Police Department.</p>
	<p>AR 5141.26 - Tuberculosis Testing (AR revised)</p> <p>Regulation updated to reflect guidance from the California Department of Public Health and the Child Health and Disability Prevention office of the California Department of Health Care Services clarifying that the health screening for</p>

Board Policy Updates

	<p>school entry includes testing for tuberculosis only when required by the local health department. Regulation also reflects law authorizing parents/guardians to submit a signed waiver indicating that they do not want or are unable to obtain the health screening for their child.</p>
	<p>BP/AR 5142 - Safety (BP/AR revised)</p> <p>Policy updated to add the district's responsibility to provide for the proper supervision of students during before- and after-school programs, morning drop-off at school, and afternoon pick-up and to provide for appropriate student instruction in emergency procedures. Policy adds section reflecting the requirement to print safety hotline numbers on student identification cards for students in grades 7-12, including the National Suicide Prevention Lifeline and, pursuant to NEW LAW (SB 316), the National Domestic Violence Hotline. Regulation updated to add communication of school rules to students, the responsibility of individuals supervising students to remain alert for unauthorized persons, and the requirement for inspection of new playgrounds by a certified safety inspector. Regulation also updates the list of activities with safety risks in accordance with the legal definition of "hazardous recreational activity" and prohibits any such activity unless it is properly supervised, students wear protective gear as appropriate, and participants have insurance coverage. Section on "Laboratory Safety" expanded to include student instruction in safety procedures, proper handling of hazardous materials and bloodborne pathogens, and accessibility of emergency information and first aid supplies.</p>
6000-6999	Instruction
	<p>BP/AR 6142.2 - World Language Instruction (BP/AR revised)</p> <p>Policy and regulation retitled to be consistent with terminology used in the Education Code pursuant to NEW LAW (AB 2319, 2018). Policy and regulation updated to reflect NEW STATE CONTENT STANDARDS for world language instruction adopted by the State Board of Education in January 2019. Policy also reflects University of California guidance stating that American Sign Language courses may be used to satisfy world language coursework requirements for college admission, and reflects state regulations which require districts to establish a process for receiving and responding to input from parents/guardians and other stakeholders regarding the world language in which instruction will be provided in any program sufficient to produce proficiency in a world language. Regulation also reflects state regulation requiring districts to establish a process for receiving and responding to parent/guardian requests to establish a language acquisition program not currently offered at the school.</p>
	<p>AR 6145.2 - Athletic Competition (AR revised)</p> <p>Regulation updated to reflect NEW LAW (SB 1109, 2018) which requires districts to annually provide student athletes and their parents/guardians an opioid fact sheet produced by the Centers for Disease Control and Prevention.</p>
	<p>BP/AR 6174 Education for English Learners (BP/AR revised)</p> <p>Policy updated to reflect NEW LAW (AB 2735, 2018) which prohibits districts from denying English learners the opportunity to enroll in core curricular courses or courses needed for middle school promotion, high school graduation, or college admission. Policy also adds requirement to annually designate a district and site coordinator to oversee administration of the English Language Proficiency Assessments for California (ELPAC). Regulation reflects NEW STATE REGULATION (Register 2019, No. 1) which establishes a timeframe for notifying parents/guardians of their child's ELPAC test results when the results are received from the test contractor after the last day of instruction for</p>

Board Policy Updates

	the school year.
	<p>BP 6179 - Supplemental Instruction (BP revised)</p> <p>Policy updated to reflect current law requiring the provision of remedial instruction to students who are recommended for retention or are identified as being at risk for retention. Policy also deletes reference to federal Title I program improvement which is no longer operational, and clarifies that schools identified for comprehensive or targeted school improvement may, but are not required to, offer supplemental instruction.</p>
7000-7999	Facilities
	<p>BP/AR 7140 - Architectural and Engineering Services (BP/AR revised)</p> <p>Policy updated to clarify the district's responsibility to select a licensed architect and/or structural engineer as required by law when professional design services are used for construction or modernization of school facilities and to address the need to comply with state safety and design standards. Policy adds the general duties of the architect and/or structural engineer and the circumstances under which design specifications must be submitted to CDE and the Division of the State Architect. Regulation also includes the option to award a contract to a single entity for both the design and construction of a school facility in excess of \$1 million ("design build" contract).</p>
9000-9999	Board Bylaws
	<p>BB/E 9321 - Closed Session (BB revised)</p> <p>Bylaw retitled and updated to incorporate material formerly in BB 9321.1 - Closed Session Actions and Reports. Bylaw also adds the requirement to provide final documents approved or adopted during closed session to persons who have submitted a request. Section on "Matters Related to Students" provides that student names should not be included on the agenda or reports of expulsion hearings pursuant to court decision. Section on "Security Matters" reflects the board's authority to meet in closed session with law enforcement officials to develop a tactical response plan. Section on "Real Property Negotiations" reflects Attorney General publication stating the board's authority to approve a final real property agreement in closed session. Section on "Pending Litigation" updates legal cites.</p>
	<p>BB 9321.1 - Closed Session Actions and Reports (BB deleted)</p> <p>Bylaw deleted and key concepts incorporated in BB 9321 - Closed Session.</p>

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

PREPARED BY: Jennifer Nerat
Assistant Superintendent, Business Services

ITEM NUMBER: B-1 New Business

Action Item

**Approval of 2019-20 First Interim Financial Report and Incorporated
Budget Revisions**

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

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

Provided are the forms necessary to report the financial position of the District as of October 31, 2019. The First Interim certification is positive, as we are projecting the District will be able to meet its financial obligations for the current year, next year, and the subsequent 2021-22 fiscal year. Also provided is the GASB 75 Actuarial Valuation Report.

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019**

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

ITEM NUMBER: **B-2 New Business**
 Approval of Consent Calendar

Action Item

Items listed under the Consent Calendar are approved by one single motion and vote. Upon request, items may be moved and voted upon separately. Consent items are matters which are considered to be routine in nature.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the Consent Calendar.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

PREPARED BY: Jennifer Nerat
Assistant Superintendent, Business Services

ITEM NUMBER: B-2a Consent Calendar
Approval and Ratification of Purchase Orders, Warrants, Revolving Cash Fund Reimbursements, Purchasing Contracts, Consultant Agreements, Service Agreement, Surplus for Auction, and Surplus for E-waste

The following are submitted for approval and ratification:

- I. Purchase Orders: 473 purchase orders have been processed, dated October 24, 2019 through December 4, 2019, totaling \$925,909.71.
- II. Warrants: 484 warrants have been issued, dated October 24, 2019 through December 4, 2019, totaling \$1,524,767.90.
- III. Revolving Cash Fund Reimbursements
- 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)
- V. Consultant Agreements
- VI. Service Agreement
- VII. Surplus for Auction
- VIII. Surplus for E-Waste

Agreements, issuances, and other supporting documents will be available for review at the Board meeting.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve and ratify these purchase orders, warrants, revolving cash fund reimbursements, purchasing contracts, consultant agreements, service agreement, surplus for auction, and surplus for E-waste.

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

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

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
RC1989	10/31/19	Denise Mace	Payroll	\$118.07
RC1990	10/31/19	Whitney Gerlek	Payroll	\$443.14
RC1991	11/12/19	Stephanie Lopez	Payroll	\$1423.61
RC1992	12/02/19	Tristan Arechiga	Payroll	\$125.02
RC1993	12/02/19	Braydan Burkhardt	Payroll	\$202.23
RC1994	12/02/19	Shannon Bartol	Payroll	\$541.81
RC1995	12/02/19	Czashenka Contreras	Payroll	\$1492.57
RC1996	12/03/19	Alexandra Fink	Payroll	\$1827.88
			Total	\$6174.33

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
CONSULTANT AGREEMENTS**

Organization/Name	Site/Department	Not to Exceed	Effective Date
All for Kidz, Inc. Purpose: Ned's Kindness Adventure assembly	La Presa Elementary School	\$0	01/10/20 – 01/10/20
ArtReach Purpose: Art classes	Avondale Elementary School	\$0	01/02/20 – 02/28/20
Building Block Entertainment Purpose: Science assembly	La Presa Elementary School	\$0	03/09/20 – 03/09/20
Chris Rubio Productions Purpose: Music assembly	Lemon Avenue Elementary School	\$950	11/01/19 – 11/01/19
Circulate San Diego Purpose: Safety assembly	Fletcher Hills Elementary School	\$0	12/05/19 – 12/05/19
Diligent Corporation Purpose: Annual fee for Online Board Agenda Software	Districtwide	\$5,000	12/02/19 – 12/01/24
Helen Woodward Animal Outreach Purpose: Animal outreach assembly	Avondale Elementary School STEAM Academy	\$0 \$0	12/02/19 – 05/22/20 03/09/20 – 03/09/20
Helix Water District Purpose: Science assembly	Districtwide	\$0	07/01/19 – 06/30/20
Joel's Vision Arts Purpose: Friendship assembly	Murray Manor Elementary School	\$0	11/08/19 – 11/08/19
Johnson Controls Purpose: Annual burglar alarm monitoring services	Bancroft Elementary School Kempton Literacy Academy Maryland Avenue Elementary School	\$922 \$901 \$911	07/01/19 – 06/30/22 07/01/19 – 06/30/22 07/01/19 – 06/30/22
Kroc Center Purpose: Art lessons	Avondale Elementary School	\$0	07/01/19 – 06/30/20
League of Extraordinary Scientists and Engineers/LXS Purpose: Science assembly	STEAM Academy	\$0	11/05/19 – 11/05/19
Literature Comes to Life Purpose: Literature assembly	Lemon Avenue Elementary School	\$795	01/17/20 – 07/17/20
Louis A. Stelzer County Park Purpose: Science assembly	Northmont Elementary School	\$0	10/29/19 – 05/30/20

Maestro Music Education Services Purpose: Music classes	Maryland Avenue Elementary School	\$8,980	01/01/20 – 04/20/20
Metro Educational Consulting & Psychological Services Purpose: Psychological services	Student Supports	\$3,500	07/01/19 – 06/30/20
NavigateHCR Purpose: Benefit services	Business Services/Human Resources	\$25,000	01/01/20 – 12/31/20
Rachel's Challenge Purpose: Fundraiser	Parkway Middle School	\$0	01/09/20 – 06/30/20
RStories Purpose: History class presentation	Rolando Elementary School	\$300	06/03/19 – 06/03/19
San Diego Humane Society Purpose: Dog safety lesson	Fletcher Hills Elementary School	\$0	02/12/20 – 02/12/20
Super Dentist Purpose: Dental care assembly	Northmont Elementary School Lemon Avenue Elementary School	\$0 \$0	10/01/19 – 05/30/20 11/14/19 – 11/14/19
Terris Barnes Walters Boigon Heath, Inc. Purpose: Consultant services for school facilities bond measure	Districtwide	\$46,400	01/01/20 – 08/31/20
Water Conservation Garden Purpose: Science assembly	Avondale Elementary School	\$0	12/19/19 – 12/19/19
Zoological Society of San Diego (DBA San Diego Zoo Global) Purpose: Various outreach programs	Districtwide	\$450 per program	07/01/19 – 06/30/20

SERVICE AGREEMENTS

Organization/Name	Site/Department
Harriet Tubman Charter School Purpose: Provide transportation services	Transportation

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
SURPLUS FOR AUCTION LIST
DECEMBER 2019**

72 EACH	STUDENT DESKS
130 EACH	STUDENT CHAIRS
33 EACH	IPOD TOUCHES
26 EACH	METAL CABINETS
8 EACH	METAL CARTS
4 EACH	COPY MACHINES
1 EACH	REFRIGERATOR
1 EACH	MILK COOLER
1 EACH	IPOD CART

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
E-WASTE ITEMS TO BE RECYCLED
DECEMBER 2019**

4 EACH	COMPUTERS
1 EACH	LAMINATOR
32 EACH	PRINTERS
7 EACH	TVS
1 EACH	CD PLAYER/BOOM BOX
27 EACH	PROJECTORS
3 EACH	SMARTBOARDS
2 EACH	SPEAKERS
33 EACH	WALKIE TALKIE RADIOS
20 EACH	DOCUMENT CAMERAS
9 EACH	LAPTOP COMPUTERS
1 EACH	FAX MACHINE
1 EACH	VCR
1 EACH	PAPER SHREDDER

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

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

ITEM NUMBER: **B-2b Consent Calendar**
 Rejection and Referral of Property/Liability Claims

The District received three claims:

- Injury at La Mesa Dale Elementary School
- Injury at Murray Manor Elementary School
- Vehicle Accident

The Joint Powers Authority (JPA) recommended the claims be rejected due to dispute of legal liability and unknown damages.

ADMINISTRATIVE RECOMMENDATION

It is recommended the claims be rejected and referred to the Joint Powers Authority of the San Diego County Office of Education.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

PREPARED BY: Jennifer Nerat
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business

Action Item

**Acceptance of the Actuarial Valuation Measured at June 30, 2019,
Prepared by Howard E. Nyhart Company, Inc., for Other Post-
Employment Benefits (OPEB) Other Than Pensions Under Governmental
Accounting Standards Board Statement 75 (GASB 75) Requirements**

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

The purpose of the report is to measure the District's liability for retiree health benefits and to estimate the impact on the District's future accounting requirements in regard to unfunded liabilities for retiree health benefits. At the June 5, 2018 Board meeting, Howard E. Nyhart Company, Inc. (Nyhart) was awarded the contract to prepare the actuarial valuation as of June 30, 2019.

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

The Net OPEB Liability (formerly the Unfunded Actuarial Accrued Liability) per the actuarial valuation for the fiscal year ending June 30, 2019, is \$41,077,000. This represents an increase of \$2,510,854 from the prior valuation of \$38,566,146. The increase is due to the changes in GASB reporting requirements as well as changes to plan provisions. Actuarial assumptions include an inflation rate of 2.75% and a discount rate of 3.15%.

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

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept the actuarial valuation measured at June 30, 2019, prepared by Howard E. Nyhart Company, Inc., for Other Post-Employment Benefits (OPEB) other than pensions under Governmental Accounting Standards Board Statement 75 (GASB 75) requirements.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

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

ITEM NUMBER: **B-4 New Business**
 Adoption of Annual Developer Fee Report for Fiscal Year 2018-19

Action Item

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

The District's Annual Developer Fee Report for fiscal year 2018-19 is attached, and was made available for public review at least 15 days prior to the public meeting, as required by law.

ADMINISTRATIVE RECOMMENDATION

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

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
ANNUAL DEVELOPER FEE REPORT
FOR FISCAL YEAR 2018-19**

I. Introduction

This Annual Developer Fee Report is for fiscal year 2018-19. This report provides an annual accounting of school facilities fees collected by the La Mesa-Spring Valley School District during fiscal year 2018-19 as required by Government Code Section 66006(b).

II. Description of School Facilities Fees in Capital Facilities Fund

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

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

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

III. Capital Facility Fund Activity for Fiscal Year 2018-19

Beginning Balance as of 7/1/18	\$ 111,167.74	
Statutory School Fees Collected	408,890.94	(For Detail: See Item IV- on page 2)
Interest Earned	\$ 5,673.44	
Other Local Revenue	0.00	
Expenditures	\$ 97,338.20	(For Detail: See Item V- on page 2)
	<hr/>	
Ending Balance as of 6/30/19	\$ 428,393.92	
	<hr/> <hr/>	

IV. Statutory School Fees Collected for Fiscal Year 2018-19

Received From	Name of Development	Type of Development	Amount
Various	-----	29 Single Family Residences	\$ 90,415.58
Various	-----	17 Multi Family Residences	\$ 272,767.32
Various	-----	39 Residential Additions	\$ 41,859.20
Various	-----	13 Commercial/Industrial Projects	\$ 6,867.00
Various	-----	2 Refunds	(3,018.16)
		Total Fees Collected:	\$ 408,890.94

V. Public Improvement Expenditures Made from Capital Facilities Fund for Fiscal Year 2018-19

Public Improvement Project	Percent Funded with School Facilities Fees	Amount
Districtwide Asphalt Repairs	100%	\$ 12,423.90
Districtwide Land Improvement Repairs	100%	\$ 74,630.58
Administrative Charge to Cover Cost of Collecting Fees	100%	\$ 10,283.72
Total Public Improvement Expenditures		\$ 97,338.20

VI. Identification of Incomplete Projects

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

Finding:

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

Below is an age schedule of these relocatable classrooms.

AGE	NUMBER	REPLACEMENT COST
35-49 Years Old	3	\$ 330,000
50-59 Years Old	23	\$ 2,530,000
Over 60 Years Old	10	\$ 1,100,000

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

Finding:

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019**

PREPARED BY: Jennifer Nerat
Assistant Superintendent, Business Services

ITEM NUMBER: B-5 New Business
Adoption of Five-Year Developer Fee Report for Fiscal Year 2018-19

Action Item

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

The District's Five-Year Developer Fee Report for fiscal year 2018-19 is attached, and was made available for public review at least 15 days prior to the public meeting, as required by law.

ADMINISTRATIVE RECOMMENDATION

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

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
FIVE-YEAR DEVELOPER FEE REPORT
FOR FISCAL YEAR 2018-19**

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

Findings:

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

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

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

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

3. All Sources and Amounts of Funding Anticipated to Complete Financing of the School Facilities the District has Identified as Incomplete in the District’s Annual Capital Facilities Fund Developer Fee Report for 2018-19:

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019**

PREPARED BY: Jennifer Nerat
Assistant Superintendent, Business Services

ITEM NUMBER: B-6 New Business

Action Item

Resolution 19-20-14, Authorization to Submit Grant Application to the California VW Mitigation Trust Fund for Old Diesel School Bus Replacement with Electric School Buses; and Authorization for the Assistant Superintendent, Business Services to Execute All Necessary Documents to Implement the Bus Replacement

ROLL CALL VOTE

The California VW Mitigation Trust Fund provides grant funding to public school districts to replace old diesel school buses with new electric powered school buses. The amount of funding available would secure new electric school buses at little to no cost for the District.

The District is applying for a grant from the California VW Mitigation Trust Fund to replace old diesel buses with new electric buses.

The California VW Mitigation Trust Fund requires a resolution from the District's governing board to submit a grant application and to identify and authorize the individual that will implement the bus replacement project. Nick Richard, Director of Transportation is recommended to be the designated representative to execute this project.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board adopt the attached Resolution 19-20-14, authorizing the submission of a grant application to the California VW Mitigation Trust Fund for old diesel school bus replacement with electric school buses; and authorization for Jennifer Nerat, Assistant Superintendent, Business Services to execute all necessary documents to implement the bus replacement project.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 19-20-14
AUTHORIZATION TO SUBMIT GRANT APPLICATION TO THE CALIFORNIA VW
MITIGATION TRUST FUND FOR OLD DIESEL BUS REPLACEMENT WITH ELECTRIC
SCHOOL BUSES; AND AUTHORIZATION FOR THE ASSISTANT SUPERINTENDENT,
BUSINESS SERVICES TO EXECUTE ALL NECESSARY DOCUMENTS TO IMPLEMENT
THE BUS REPLACEMENT PROJECT**

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

WHEREAS, The California VW Mitigation Trust Fund's School Bus Replacement Program provides grant funding to public school districts, county offices of education, and joint power authorities to replace old diesel school buses; and

WHEREAS, the La Mesa-Spring Valley School District Board authorizes Nick Richard, Director of Transportation to apply for school bus grant funding from the California VW Mitigation Trust Fund to replace old school buses.

BE IT ALSO RESOLVED, that if recommended for funding by the California VW Mitigation Trust Fund, the La Mesa-Spring Valley School District Board authorizes La Mesa-Spring Valley School District to accept a grant for school bus replacement.

BE IT FURTHER RESOLVED, that Jennifer Nerat, Assistant Superintendent, Business Services, is hereby authorized and empowered to execute in the name of La Mesa-Spring Valley School District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the project.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 17th day of December 2019, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, David Feliciano, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 17th day of December 2019.

David Feliciano, Secretary to the Board of Education

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019**

PREPARED BY: Guido Magliato
Assistant Superintendent, Learning Support

ITEM NUMBER: LS-1 New Business
Acceptance of Gift/Donation - Lemon Avenue Elementary

Action Item

The City of La Mesa would like to donate \$5,000.00 to be used for Lemon Avenue's Garden.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept this gift with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019**

PREPARED BY: Deann Ragsdale
Assistant Superintendent, Student Supports

ITEM NUMBER: SS-1 New Business

Action Item

**Authorization to Enter into Memorandum of Understanding with
University of California Autism Center of Excellence (ACE)**

The University of California Autism Center of Excellence (ACE) will serve as the designated representative of the district for the purposes of collecting information related to the prevalence of developmental disabilities in the state of California. Surveillance data for this study will be provided to the Centers for Disease Control and Prevention, and is used by the district to help ensure compliance with state and federal laws, and to improve instruction for all students.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the enclosed Memorandum of Understanding with University of California Autism Center of Excellence.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019**

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 New Business
Approval of Standard Human Resources Recommendations

Action Item

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 – DECEMBER 17, 2019

CERTIFICATED:

Approval of Contract:

Brown, Laura	Teacher (temporary)	12/18/19
Guerrero, Alex	Special Education Teacher (temporary)	11/07/19
Stone, Lisa	Teacher (temporary)	12/18/19
Williams, Cynthia	Teacher (temporary)	12/18/19

Approval of Adjustment to Initial Salary Placement:

Guerrero, Alex	From: I-1	To: II-2	11/07/19
Miner, Kathleen	From: I-1	To: IV-1	08/05/19
Sabin, John	From: VI-13	To: VI-14	10/21/19
Simonetti, Margaret	From: V-10	To: V-10	10/03/19

Approval of Change of Placement on Certificated Salary Schedule:

Aftreth, Rachel	From: IV-6	To: VI-6	10/01/19
Jager, Natalie	From: V-9	To: VI-9	12/01/19
Kelly, Megan	From: I-8	To: IV-8	11/01/19
O'Grady, Loni	From: IV-5	To: V-5	12/01/19
Ojeda, Maria	From: V-19	To: VI-19	12/01/19
Warden, Amanda	From: V-7	To: VI-7	11/01/19
Weaver, Peggy	From: V-10	To: VI-10	09/01/19

Approval of Leave of Absence:

Greenlaw, Hannah	Speech-Language Pathologist (personal)	02/17/20-03/27/20
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Approval of Resignation:

Karel, Jennifer	Special Education Teacher (personal)	12/21/19
Nisson, Kimberly	Resource Teacher (moving)	06/30/20
Sheldon, Rene	Special Education Teacher (retirement)	11/23/19

CLASSIFIED:

Approval of Employment:

Asaro, Angela	Campus Attendant	10/24/19
Bahur, Nazik	School Bus Driver	10/21/19
Case, Shannon	Campus Attendant	11/01/19
Cishugi, Lucie	Extended School Services Recreation Attendant	11/19/19
Couvrette, Cristoni	Extended School Services Program Aide	11/05/19
Cruz, Leticia	Campus Attendant	11/12/19
Cudog, Lauren	Paraprofessional-Special Education	12/04/19
Emmons, Hollie	Student Helper	11/18/19
Esho, Athraa	Extended School Services Recreation Attendant	11/05/19
Ford Speigner, Ashley	Extended School Services Program Aide	10/29/19
Garcia, Emily	Extended School Services Recreation Attendant	11/05/19

Garcia, Israel	Campus Attendant	11/19/19
Gomez, Ernesto	Warehouse Worker/Delivery Driver	11/13/19
Hall, Hilary	Campus Attendant	12/11/19
Hill, Robert	Campus Attendant	11/19/19
Huerta, America	Child Nutrition Services II	09/24/19
Huffman, Gail	Paraprofessional-Special Education	10/23/19
Johnson, Wakili	Extended School Services Recreation Attendant	11/07/19
Kimble, Ernest	Campus Attendant	11/13/19
Knapke, Raeanne	Extended School Services Program Aide	11/19/19
Luluquisin, Garrett-Ross	Student Helper	12/04/19
Malloian, Alyssa	Extended School Services Recreation Attendant	11/05/19
Moe, Chloe	Student Helper	11/20/19
Palmer, Silvia	Child Nutrition Services II	10/21/19
Rasmussen, Christina	Extended School Services Recreation Attendant	11/18/19
Rosenstrauch, Lee	Occupational Therapist	11/18/19
Shenson, Callie	Interpreter for the Deaf	11/06/19
Silva, Alejandra	Extended School Services Recreation Attendant	10/22/19
Spence Gray, Kendra	Paraprofessional-Special Education	10/23/19
Suasa, Melissa	Paraprofessional-Special Education	11/18/19
Valdivia, Flor	Paraprofessional-Special Education	10/22/19

Approval of Resignation:

Amaya, Andreana	Student Helper (personal)	11/09/19
Arechiga, Tristan	Extended School Services Recreation Attendant (personal)	11/23/19
Battou, Sally	School Bus Attendant (retirement)	01/01/20
Beltran, Valeria	Extended School Services Program Aide (employment elsewhere)	11/30/19
Beltran, Valeria	Extended School Services Recreation Attendant (employment elsewhere)	11/30/19
Boyer, Brenn	Senior Custodian (retirement)	12/31/19
Burkhardt, Braydan	Extended School Services Recreation Attendant (personal)	11/23/19
Cano, Aden	Extended School Services Recreation Attendant (personal)	11/19/19
Carbajal, Danielle	Extended School Services Recreation Attendant (employment elsewhere)	11/09/19
Cohen, Max	Paraprofessional-Special Education (personal)	11/09/19
Contreras, Czashenka	Paraprofessional-Special Education (employment elsewhere)	11/30/19
Contreras, Ezequiel	Extended School Services Recreation Attendant (employment elsewhere)	10/12/19
Dahin, Megan	Extended School Services Recreation Attendant (employment elsewhere)	10/31/19
Ford Speigner, Ashley	Extended School Services Program Aide (personal)	11/01/19
Gerlek, Whitney	Campus Attendant (employment elsewhere)	10/29/19
Herrera, Veronica	Paraprofessional-Special Education (personal)	11/09/19
Kooyman, Jonathan	Campus Attendant (personal)	12/21/19
Mace, Denise	Campus Attendant (personal)	10/05/19
Meek, Brittany	Campus Attendant (moved)	11/23/19
Mendoza Perez, Laura	Extended School Services Program Aide (employment elsewhere)	11/23/19

Millan, Paulina	Student Helper (employment elsewhere)	09/14/19
Olson, Elizabeth	Campus Attendant (personal)	11/02/19
Ordonez, Sergio	Campus Attendant (personal)	11/05/19
Perea-Villanueva, Gabriella	Extended School Services Recreation Attendant (personal)	12/04/19
Smith, Marina	Extended School Services Recreation Attendant (employment elsewhere)	11/15/19
Ulloa, Alexander	Senior Custodian (retirement)	12/31/19
Willard, Jenna	Extended School Services Recreation Attendant (employment elsewhere)	11/12/19

Approval of Termination of Employment:

538383	Paraprofessional-Special Education	11/01/19
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Approval of Leave of Absence:

Nelissen, Martha	Child Nutrition Services I (personal)	11/06/19-12/20/19
Sizemore, Linda	Health/Attendance Technician – 40% (personal)	01/06/20-12/31/20

Approval of Change of Classification:

Dreyer, Camryn	From: Extended School Services Recreation Attendant To: Extended School Services Program Aide	11/06/19
Gomez Peralta, Jose	From: Custodian To: Senior Custodian	12/02/19
Kenley, Katie	From: Human Resources Technician To: Human Resources Specialist	10/28/19
Leyva, Miguel	From: Senior Custodian To: Custodian	12/02/19
Payton, Savannah	From: Extended School Services Program Aide To: Extended School Services Assistant Lead	12/02/19
Serrano, Claudia	From: School Bus Driver To: Dispatcher	11/14/19
Sibley, Nicole	From: School Office Manager To: Executive Assistant I, Student Supports	11/21/19

Approval of Rehire from 39-Month Reemployment List:

Castillo, Cruz	Gardener	10/18/19
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SHORT-TERM EMPLOYMENT:

Organization/Name	Site/Department	Effective
Buenrostro, Erik	KEM	12/18/19-06/30/20
Carlin, Charlene	Learning Support	07/01/19-06/30/20
Cooper, Bernard	Learning Support	07/01/19-06/30/20
DeWitz, Pat	Learning Support	07/01/19-06/30/20
El Hajj, Dianne	Learning Support	07/01/19-06/30/20
Esparza, Tria	Learning Support	07/01/19-06/30/20
Galindo, Gloria	Learning Support	07/01/19-06/30/20
Hunt, James	Learning Support	07/01/19-06/30/20
Picarro, Marla	Learning Support	07/01/19-06/30/20
Sellers, Kamilah	KEM	12/18/19-06/30/20

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 New Business

Action Item

Authorization to Contract with Colleges, Universities and Local High School Districts for Student Teaching and Professional Training Programs, Including Work-Study Programs

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

- Alliant International University
- Arizona State University
- Azusa Pacific University
- Grossmont Union High School District
- Idaho State University
- Loma Linda University
- National University
- Point Loma Nazarene University
- San Diego Christian College
- San Diego State University
- University of California at San Diego
- University of Montana
- University of Oregon *
- University of Phoenix
- University of San Diego
- University of South Dakota

* Updated MOU enclosed.

ADMINISTRATIVE RECOMMENDATION

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

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
December 17, 2019

PREPARED BY: Tina Sardina
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 New Business **Action Item**
**Authorization to Enter into Agreement with Swing Education for
Substitute Teachers and Related Professionals**

This agreement allows authorized school users to post requests for substitute teachers and related professionals (“Swing Subs”) on the Swing Education Website Platform, track and manage those requests, and view information about the Swing Subs. This agreement will support employees by securing proper substitute coverage.

Swing Education charges a 35% service fee or fees set as a percentage of the daily pay rate or rates. The charge is only applicable if services are used.

This agreement shall start on December 18, 2019 and shall remain in effect for one year following the initial term.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the enclosed Agreement with Swing Education to provide substitute teachers and related professionals.

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: November 5, 2019**

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

CALL TO ORDER

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

**ESTABLISHMENT OF
QUORUM**

Board members absent: None

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

CLOSED SESSION

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
- discuss two student expulsions

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

At 5:55 p.m. the President reconvened the meeting and called for a recess until 6:00 p.m.

At 6:02 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

**ESTABLISHMENT OF
QUORUM**

Board members absent: None

Staff members present on assignment: David Feliciano, Superintendent
Guido Magliato, Assistant Superintendent, Learning Support
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 and La Presa Elementary Character Pledge led by:

Gabriel Villalobos, 1st grade student, La Presa Elementary
Thalia Villalobos, 2nd grade student, La Presa Elementary

PLEDGE OF ALLEGIANCE

MINUTES

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 approve the minutes of the regular meeting of 10-1-19 as presented.

AGENDA

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 agenda as presented.

COMMUNICATIONS TO THE BOARD

Superintendent Feliciano introduced Kelley Rabasco, Principal, La Presa Elementary, who spoke about the mission of La Presa Elementary; to equip and empower all students to achieve academic success and become global citizens.

Dr. Meg Jacobsen shared a spotlight video about Extended School Services (ESS).

The following communications were provided:

LMSV Schools CAASPP/SBAC Results 2018-19

Board Policy 5132 – Students, Dress and Grooming

Administrative Regulation 5132 – Students, Dress and Grooming

Action taken in closed session was reported out as follows:

It was moved by McRae, seconded by Fontenot and carried unanimously with the following votes: Ayes: Epperson, Long, McRae, Turner; Noes: None; Absent: Fontenot, to approve settlement agreement case #2019090207.

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 accept the stipulated expulsion of one student.

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 approve the expulsion of one student.

MINUTES

Approved as presented

AGENDA

Approved as presented

COMMUNICATIONS TO THE BOARD

RPT: CAASPP/SBAC Results

Board Policy

Administrative Regulation

Settlement

Student Stipulated Expulsion

Student Expulsion

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.

REPORTS OF OFFICERS OF THE BOARD

In Spring 2019, students in grades three through eight took the annual California Assessment of Student Performance and Progress (CAASPP), and Smarter Balanced Assessment Consortium (SBAC). Guido Magliato, Assistant Superintendent, Learning Support, provided detailed information on assessment results and responded to clarifying questions.

NEW BUSINESS

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 adopt Board Policy updates.

It was moved by Fontenot, seconded by Turner, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to authorize the scheduling of Board's organizational meeting.

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 approve the following:

Purchase Orders dated 09-19-19 through 10-23-19 totaling \$1,096,062.86.

Warrants dated 09-19-19 through 10-23-19 totaling \$1,854,489.45.

Expenditures in the amount of \$13,049.90.

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)

Lecturer/Presenter/Contractor agreements as presented.

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 first amendment to ground lease with the Boys and Girls

PUBLIC COMMUNICATIONS

REPORTS

2018-19 CAASPP/SBAC
Results

NEW BUSINESS

Board Policy Updates
Adopted

**Scheduling of Board's
Organizational Meeting**
Authorized

Consent Calendar
Approved

Purchase Orders

Warrants

Revolving Cash Fund
Reimbursements from the
General Fund

Purchasing Contracts Utilized
Since Last Board Meeting

Lecturer/Presenter/Contractor
Agreements

**First Amendment to Ground
Lease with the Boys and Girls
Club of East County**
Authorized

Club of East County.

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 19-20-13, Intent of the La Mesa-Spring Valley School District to reimburse capital expenditures from proceeds of tax exempt bonds.

**Res. 19-20-13, Intent of the
Board of Trustees of LMSV
to Reimburse Capital
Expenditures from Proceeds
of Tax Exempt Bonds**
Adopted

It was moved by Fontenot, seconded by McRae, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to approve school-wide Title 1 status for Quest Academy.

**School-wide Title 1 Status for
Quest Academy**
Approved

It was moved by Fontenot, seconded by McRae, and carried unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to approve the 2019-20 School Plans for Student Achievement (SPSA).

**2019-20 School Plans for
Student Achievement**
Approved

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

**Williams Uniform Complaint
Quarterly Report**
Approved

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 Mending Matters.

MOU: Mending Matters
Authorized

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 San Diego Youth Services Schoolink.

**MOU: San Diego Youth
Services Schoolink**
Authorized

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 authorize administration to enter into memorandum of understanding with San Diego Youth Services Community Assessment Team Program.

**MOU: San Diego Youth
Services Community
Assessment Team Program**
Authorized

It was moved by Fontenot, 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 Special Education Master Contract: Vista Hill.

**Agmt: Special Education
Master Contracts**
Authorized

HUMAN RESOURCES RECOMMENDATIONS

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 approve standard Human Resources recommendations as presented.

**Human Resources
Recommendations**
Approved as presented

It was moved by Epperson, seconded by Fontenot, and carried

Agmt: SDSU Intern Program

unanimously with the following votes: Ayes: Epperson, Fontenot, Long, McRae, Turner; Noes: None; Absent: None, to authorize administration to enter into agreement with San Diego State University Intern Program.

Authorized

**ANNOUNCEMENTS, REPORTS, COMMUNICATIONS
FROM THE BOARD**

Mrs. McRae shared about her completion of the Masters in Governance course and values the board's time spent talking about student achievement.

Mrs. Fontenot praised the ESS program, and shared how her children enjoyed attending over October break, especially the field trips.

Mrs. Epperson shared about the Masters in Governance course that she and two other board members recently completed.

Superintendent Feliciano congratulated the board members that completed CSBA's Masters in Governance course. He also complimented Mrs. Sardina and her team for their work on the recent Health Fair. Mr. Feliciano invited board members to attend the Veteran's Day concert at LMAAC, and shared about the new field and track at La Mesa Dale.

The meeting was adjourned at 7:29 p.m.

David Feliciano, Superintendent

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held December 17, 2019.

Rebecca McRae, Clerk of the Board of Education

Exhibit

SS-1 New Business

MEMORANDUM OF AGREEMENT BETWEEN
LA MESA-SPRING VALLEY SCHOOLS
AND
THE UNIVERSITY OF CALIFORNIA SAN DIEGO
AUTISM CENTER OF EXCELLENCE

This agreement, made the 17th day of December 2019, is between the La Mesa-Spring Valley Schools (District) and The University of California San Diego Autism Center of Excellence (ACE). The purpose of this agreement is to (a) authorize the California Autism and Developmental Disabilities Monitoring (CA ADDM) Network, the Centers for Disease Control and Prevention (CDC) funded team from ACE, and (b) designate ACE as a contractor of the District with a legitimate educational interest in the collection of information related to the prevalence of students with developmental disabilities to assist the District in improving instruction for all students (“the Program”). The legal authority granted to ACE to collect health information is provided by the Centers for Disease Control and Prevention, an agency of the Department of Health and Human Services and the National Center on Birth Defects and Developmental Disabilities (NCBDDD). NCBDDD administers the CA ADDM Program to facilitate the collection of certain autism-related data for public health surveillance. CDC/NCBDDD conducts these activities in its capacity as a public health authority as defined by the HIPAA, Standards for Privacy of Individually Identifiable Health Information; Final Rule (“Privacy Rule”) [45 CFR § 164.501].

RECITALS

1. For purposes of collecting information related to the prevalence of developmental disabilities, ACE and its legally authorized agents (hereinafter referred to collectively as “ACE”) will review the education records of District students to track students with developmental disabilities. ACE will review District student records and obtain relevant information on the nature of the disability and associated disability services. The Program focuses on school age children, ages three through 21 inclusive. The Program provides the only means of estimating the prevalence of disabilities such as autism, cerebral palsy, intellectual disability, and hearing and visual impairments in children in the State of California.
2. The Family Educational Rights and Privacy Act (FERPA) generally prohibits the disclosure of education records without the consent of the parent or legal guardian for children under the age of 18. Under FERPA, education records are defined as records directly related to a student and maintained by the school. The student records accessed by ACE for purposes of implementing the Program are education records, and subject to FERPA.

3. FERPA and the California Education Code contain several exceptions to the general rule that education records may not be disclosed to third parties without prior, written parental consent. One exception allows for disclosures to organizations conducting studies for, or on behalf of, educational agencies or institutions to improve instruction. An additional exception is made for contractors or consultants with a legitimate educational interest who have formal written contracts in place with the school district for the provision of outsourced institutional services. (34 C.F.R. § 99.31; Education Code section 49076.)
4. The District will use the information from the Program to establish indicators for its performance in meeting the requirements of IDEA. Specifically, the District will use data from the Program to measure its performance under Part B and C of the Individuals with Disabilities Education Act (IDEA).
5. Without access to these records, ACE may not be able to provide meaningful estimates of the occurrence of developmental disabilities in children in the State of California. Without the Program, there will be no population-based prevalence estimates or description of the possible factors affecting the capabilities of children with these disabilities. ACE must have access to the education records in order to comply with State and Federal law.

AGREEMENT

1. The District authorized ACE to conduct surveillance of the educational records of students with developmental disabilities within the District. This authorization is limited to the collection of information and data from the education records (as defined by FERPA) of District students as necessary to administer the Program and in light of ACE's legitimate educational interest in those records. The District will provide ACE with a list of potentially eligible students based on ACE requirements; ACE will access digital and paper records either remotely or on site, as applicable.
2. ACE agrees to share all data collected from the Program through the District on a quarterly basis or within a reasonable time frame upon request by the District. The data submitted to the District must be in non-personally identifiable, aggregate form.
3. ACE agrees that all personally identifiable information gathered from the education records of District students will be protected from further redisclosure to any third party in personally identifiable form. ACE further agrees that personally identifiable information from these records will not be disclosed to anyone other than those officials designated as "authorized agents" of ACE, which include the Principle Investigator,

Karen Pierce, PhD; HIPPA/FERPA Confidentiality trained Project Manager (PM); and PM supervised, confidentiality trained, abstractors.

4. ACE and its authorized agents agree to destroy all personally identifiable student information obtained from the above-referenced education records as soon as all statistical analysis has been performed, or when the information is no longer needed, whichever date comes first. All versions of such information and data, electronic, paper, or otherwise, must be destroyed and written notice that the destruction of such records has occurred will be timely provided to the District.
5. ACE and its authorized agents agree to work together with the District, where appropriate, to ensure that every District school providing access to and/or disclosing education records for the Program will update its existing annual notification process to include ACE as a contractor with a legitimate educational interest and a recipient of education records.
6. This Agreement may be amended or modified only by a written instrument executed by both parties and ratified and/or approved by District's governing board and ACE's authorized representative. This Agreement represents the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written between the District and ACE with respect to the Program.
7. This Agreement may be terminated by either party at any time without cause pursuant to the notice provisions contained herein. To terminate the contract either party shall give sixty days prior written notice. ACE agrees to comply with FERPA and corresponding state law with respect to the maintenance and destruction of any educational records in its possession at the time this Agreement is terminated. Notice to ACE shall be directed to Karen Pierce, PhD, ACE Co-director, Professor of Neurosciences, kpierce@health.ucsd.edu (858-534-6919). Notice to the District shall be directed to Deann Ragsdale, Assistant Superintendent.

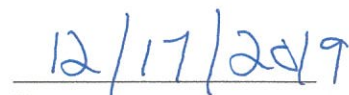
This Agreement shall be in effect until the state legal authority to conduct this Program ceases to exist or one or both parties terminate this agreement pursuant to paragraph 7.

District Official Signature

Date



ACE Official Signature



Date

Exhibit

HR-2 New Business

**La Mesa-Spring Valley School District
Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is made and entered into as of **December 18, 2019** by and between the **LA MESA-SPRING VALLEY SCHOOL DISTRICT**, ("District") and **University of Oregon** ("UNIVERSITY"), (together, "Parties").

RECITALS

WHEREAS, the District provides public education services to children in grades TK-8 and shares with UNIVERSITY a desire to insure students have the resources and services available to succeed in school and daily life; and

WHEREAS, UNIVERSITY is an instrumentality of the State of Oregon that offers through its College of Education, Graduate Programs in Communications Disorders and Sciences ("CDS") which incorporates supervised teaching and field experience as part of its curriculum (the "Program"); and

WHEREAS, the Parties desire to engage in a collaborative effort to bring the Program to District school campuses during the school day;

NOW, therefore, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the operative conditions that govern the Parties' joint efforts to support students of the District through the placement of UNIVERSITY Practicum Placements on District school campuses, as further described in Section II.a hereof ("Program"), through the 2021-22 school year.

II. ROLES AND RESPONSIBILITIES

a. UNIVERSITY's Duties. UNIVERSITY will be primarily responsible to provide the Program to students attending District schools ("Participants"). Program duties will include, but not by way of limitation, the following:

i. Practicum Placements

1. UNIVERSITY will provide experienced and professionally trained graduate students ("Practicum Placements") all of whom have cleared UNIVERSITY's background check, to assist and participate in Program activities at each school site during the school day.
2. UNIVERSITY will notify Practicum Placements before they begin the Program that the Practicum Placements participating in the Program attend for educational purposes only; and that the Practicum Placements are not employees of District for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers compensation insurance.
3. UNIVERSITY will establish and maintain ongoing communication with the cooperating professional(s) at District schools on items pertinent to the Program. Such communication may include a description of the curriculum, relevant course outlines, policies, and major changes to this information.

**La Mesa-Spring Valley School District
Memorandum of Understanding**

4. UNIVERSITY shall work with school site principals to determine appropriate scheduling.
5. When on a District campus, Practicum Placements shall observe the following protocols:
 - a. Practicum Placements shall check in with the school office each day immediately upon arriving at the school site;
 - b. Once at such location, Practicum Placements shall not change locations without contacting the school office;
 - c. Practicum Placements shall not use student restroom facilities; and
 - d. If Practicum Placements 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.

- ii. **Fingerprinting Requirements** – Practicum Placements will have direct contact with students. As required under Education Code Section 45125.1, subdivision (a), UNIVERSITY shall require Practicum Placements who will provide services pursuant to this Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice in order to conduct a criminal background check to determine whether such Practicum Placements have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1. UNIVERSITY shall not permit any Practicum Placements to perform Program services who may come in contact with students under this Agreement until the Department of Justice has determined that the Practicum Placements has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

UNIVERSITY shall certify in writing to the governing board of the District that all Practicum Placements who may come in contact with the pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

UNIVERSITY will provide District a listing of Practicum Placements who may come in contact with students.

- iii. **Tuberculosis Risk Assessment** – UNIVERSITY is required to have on file a certification showing that Practicum Placements 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.

- iv. **Continual Supervision and Monitoring** – Practicum Placements also agree to ensure the safety of students at the school facility specified in Education

**La Mesa-Spring Valley School District
Memorandum of Understanding**

Code Section 45125.2 by conducting themselves in a manner that allows supervision and monitoring by school personnel. All Program sessions require the presence of a certificated employee employed by the District. Practicum Placements will immediately notify the site principal if assigned District personnel are not present at scheduled time of a Program session. District personnel shall handle information they receive during the Program with due care and respect for participant confidentiality, and within the bounds of legal requirements and duties.

v. Review of Program – If requested, UNIVERSITY will deliver a brief verbal overview of the Program to District faculty and staff so that they will be better able to refer students to the Program.

vi. Confidentiality – UNIVERSITY will maintain strict confidentiality of all information about individual students received under this Agreement and will not disseminate such information without express written consent of District.

b. District's Duties. District will:

i. Accept from University a mutually agreed upon number of Practicum Placements for participation in the Program, and permit placements and faculty of the University to access appropriate District school facilities for the Program to the extent that the presence of Practicum Placements and faculty do not interfere with the regular activities of the school.

ii. Contact Person – Each District school will provide a designated staff member to serve as a point of contact, or liaison, between UNIVERSITY and the participating school's administration.

1. The designated staff member will assist the University in instructing Practicum Placements and assessing their proficiency as demonstrated by required work samples.
2. Be responsive to Practicum Placement needs through regular meetings between designated staff member and Practicum Placement to provide feedback and answer questions as needed. In addition the designated staff member will meet with University contact (on an as needed basis, no more than three times per term) to plan and monitor each student's Program and the completion of identified tasks and experiences.
3. Have the ability to request that University withdraw from the Program any Practicum Placement that which District school determines is not performing satisfactorily, or who refuses to follow side procedures, rules and regulations, including inappropriate behavior, dress, or hygiene. Such a request must be in writing and must include a statement of the reason or reasons why District desires to have the Practicum Placement withdrawn. University will consider the request within five (5) days of receipt.

iii. Oversight – Each District school shall provide sufficient oversight of the Program to ensure that it meets the needs of students.

iv. Student's Parent/Guardian Permission Form – Each District school will distribute UNIVERSITY's Permission form to parents/guardians of preschool and kindergarten students.

**La Mesa-Spring Valley School District
Memorandum of Understanding**

- v. **Provide Meeting Space** – District will provide UNIVERSITY a safe room for Program sessions. UNIVERSITY Personnel will return the room to as good of order as it was prior to the Program session.

III. CONFIDENTIALITY

UNIVERSITY and its agents, personnel, volunteers, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Program. UNIVERSITY understands that student records and other information obtained during the course of scope of the Program are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records and other information. This requirement to maintain confidentiality shall extend beyond the termination or expiration of this Agreement.

IV. INSURANCE REQUIREMENTS

UNIVERSITY will maintain Public Liability and Property Damage Insurance to protect them and 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 will be as hereinafter set forth.

Amounts of Insurance:	\$1,000,000 per occurrence
Commercial General Liability:	\$2,000,000 aggregate
Sexual Abuse/Molestation:	\$2,000,000 aggregate
Automotive Insurance:	\$1,000,000 per occurrence

UNIVERSITY will file with District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming District as an additional insured. Workers Compensation will be in conformance with the laws of the State of California and applicable federal laws. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

V. 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 attorneys' 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.

VI. NONDISCRIMINATION

Each party represents that it is an equal opportunity employer and agrees not to discriminate against any prospective or active student participant, employee or volunteer mentor engaged in this work on any ground because of race, color, ancestry, national origin, handicap, religious creed, sex or sexual preference, age, marital status, or other protected status by law.

VII. INDEPENDENT CONTRACTOR

UNIVERSITY, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that it and all of its employees shall not be considered officers, employees, co-agents, partners, or joint venture of the District, and are not entitled to benefits of any kind or nature normally proved to employees of the District.

VIII. MATERIALS

UNIVERSITY shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this agreement.

**La Mesa-Spring Valley School District
Memorandum of Understanding**

IX. AMENDMENTS

This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Any amendments of this Agreement mutually agreed upon by and between the parties hereto must be in writing and signed by a duly authorized representative of each party.

X. NOTICES

All notices, payments, certificates or communications shall be delivered or mailed postage prepaid to the Parties at their respective places of business set forth in **Exhibit A**, unless otherwise designated in writing.

XI. TERM and TERMINATION

This Agreement shall commence as of its date of execution by both Parties, and shall continue through the **2021-22 school year** unless sooner terminated in accordance with this Agreement. This Agreement may be terminated in whole or in part at any time by mutual agreement of the parties, or by either party, with or without cause, by providing the other party with thirty (30) days written notice. Those authorized to receive notice for the parties are the signatories, or lawful representatives or agents of the signatories, of this Agreement. At the end of the term, the Parties may renew the Agreement for successive periods upon mutual agreement.

XII. REPRESENTATION OF AUTHORITY

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. This Agreement shall not become effective until signed by all the parties.

XIII. GOVERNING LAW

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Diego County, California.

XIV. 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.

XV. NO RIGHTS IN THIRD PARTIES

This Agreement does not create any rights in, or inure to the benefit or, any third party except as expressly provided herein.

XVI. AUTHORITY TO BIND PARTIES

Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

SIGNATURES FOLLOW ON THE NEXT PAGE

**La Mesa-Spring Valley School District
Memorandum of Understanding**

Dated this 18th day of December, 2019

La Mesa-Spring Valley School District

Tina L. Sardina
Assistant Superintendent, Human Resources

University of Oregon



Grant Baldwin, Contracts Officer
Purchasing and Contracting Services

**La Mesa-Spring Valley School District
Memorandum of Understanding**

Exhibit A

CLINICAL FACILITY SITE: La Mesa-Spring Valley School District

CONTACT PERSON: Marla Locklar

PHONE: 619-668-5700, x6372

ADDRESS: La Mesa-Spring Valley School District
4750 Date Ave.
La Mesa CA 91942

UNIVERSITY OF OREGON PROGRAM: College of Education
U OF O CONTACT PERSON: Lindsay Elliott
Practicum & Contracts Coordinator

PHONE: 541-346-0915

FAX: 541-346-6772

ADDRESS: 171 HEDCO Education Bldg.
5207 University of Oregon
Eugene OR 97403-5207

COPY LEGAL NOTICES TO: Contracts Manager
University of Oregon
1600 Millrace Dr., Suite 306
Eugene, OR 97403

Exhibit

HR-3 New Business



CALIFORNIA
Swing Education Services Agreement

This **Swing Education Services Agreement** (this “Agreement”) is entered into on _____, 2019 the (“Effective Date”) by and between Swing Education, Inc. (“Swing Education,” “we” or “us”) and the School(s) listed on the signature page attached hereto (“School” or “you”).

Please read this Agreement carefully before using any of the Services provided by Swing Education, including those made available to you at or through www.swingeducation.com (the “Website”), offered by Swing Education. This Agreement governs your use of the Swing Education Website and all related mobile and web services, including those from third parties that are incorporated or used in conjunction with the Swing Education website and service (collectively, the “Services”).

1. Services. Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post requests for substitute teachers and related professionals (“SwingSubs”) on the Swing Education Website Platform (“Platform”), track and manage those requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California**
 - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub requests where a permit or credential is or is not required.
 - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill requests on the Website. Swing Education does this by reviewing the results of the individual’s completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub’s status are sent from DOJ to Swing Education. Swing Education prevents a SwingSub from filling requests on the Website if such changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
 - iii. **TB Test.** Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill requests on the Website (according to this form, www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf).
 - iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware that there are child and dependent adult abuse reporting obligations and procedures as



specified in California Penal Code section 11164 et seq. and Education Code 44691. Swing Education will also ask all SwingSubs, upon signing up for the Platform, to confirm that they have undergone Mandated Reporter Training as required under the above codes. A copy of the signed Suspected Child Abuse Reporting Acknowledgement Form will be on file with Swing Education for each substitute working at La Mesa-Spring Valley sites. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

- (c) **Verification Process.** Swing Education shall notify the school district in writing about any changes to the verification process 30 days before the change, or as soon as possible, whichever is sooner.
- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSubs. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Website for Schools to post requests and for SwingSubs to review and accept those requests.
- (e) **Relationship with SwingSubs.** The SwingSubs are not employees, agents, or associates of Swing Education in any way and we do not exercise any control over their actions or schedules.

2. Acceptance of Appendix Terms and Website Terms of Service. By signing this Agreement, you agree to the terms in any Appendix, including Appendix A: Standard Terms. You also agree to the Website Master Terms of Service and Privacy Policy (the “Website Terms”) available on the Swing Education website at www.swingeducation.com.

3. Payments. Payment for the services of a SwingSub will be made to Swing Education according to the following:

- (a) **Daily Pay Rates.** The School designates a Daily Pay Rate or Rates for the SwingSubs via the Website and/or by separate communication with Swing Education in its discretion (the “Daily Pay Rates”). Swing Education does not set the Daily Pay Rate or Rates.
- (b) **Amount Due Per Request.** The amount due (“Amount Due”) for a request is the Daily Pay Rate plus the Service Fee (see below (d)), multiplied by the number of days requested. A SwingSub request over 4 hours is assigned the appropriate Daily Pay Rate and anything 4 hours or less is assigned half the appropriate Daily Pay Rate.
- (c) **Cancellations.** Requests that are accepted by a SwingSub, then canceled outside of 24 hrs of the start of a fill, are not subject to any fees. If the fill is canceled less than 24 hrs from the start of a fill (or any day within that fill), then the request will be subject to the Amount Due for one day (i.e., the day that starts within 24 hrs of the cancellation).
- (d) **Service Fees and Invoicing**
Swing Education charges a Service Fee or Fees set as a percentage of the Daily Pay Rate or Rates, according to one of the below options.



Option A - Payment Plan. Under Option A, upon execution of this contract, Swing Education will Invoice the School a Top-Up Amount of \$XXXXX, or in the alternative, the Top-Up Amount defined in the Pilot Program below, which the School will pay within 30 days. The Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as Requests are rendered. Once the School's Account Balance drops below the Minimum Balance of \$ZZZZ, Swing Education will invoice the Top-Up Amount again. Under Option A, Swing will charge a 25% Service Fee based on the Daily Pay Rates, for each Request. If the Top-Up Amount is not paid within 31 days, Swing Education reserves the right to immediately discontinue all services, or, in the alternative, to automatically switch the School to Option B. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly. Swing Education reserves the right to change the Top-Amount based on upon running School usage, i.e., to approximately the dollar amount represented by the previous three months of active School usage (i.e., not including extended holidays).

Option B - Pay As You Go. Under Option B, upon execution of this contract, Swing Education will invoice the School for each Request on a regular basis, but no more than 31 days after each Request. School shall pay all amounts due under each invoice within 31 days of the invoice date.

Under Option B, upon execution of this contract, Swing Education will not charge an initial Top-Up Amount. However, if both parties in the future consent to Option A, Swing Education will then invoice the School a Top-Up Amount as described under Option A above. Swing Education will charge a 35% Service Fee based on the Daily Pay Rates, for each successful fill. If an invoice is not paid within 31 days, Swing Education reserves the right to immediately discontinue all services.

- (e) **Invoice Items.** School must identify any invoice item dispute to Swing Education within 60 days of the invoice in order to receive credit for such invoice item.
- (f) **Late Payments.** Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. Under Option A, late payments are defined as amounts due 31 days after the Payment Plan Account Balance drops below the Minimum Balance. Under Option B, late payments are defined as any amounts due 31 days after invoice. Swing Education reserves the right to suspend or terminate School's use of the services, with notice, until any outstanding balance is paid.

4. Recruitment. If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the SwingSub, and anticipated loss of revenue.

5. Term and Termination. Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date, unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.

- (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both Parties. Failure to cure the breach after 30 days will allow the aggrieved Party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved Party.



- (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SWING EDUCATION EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF USERS ON OR OFF THE SWING EDUCATION SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY SWINGSUB. FURTHERMORE, BEYOND THE VERIFICATION SERVICES WE PROVIDE, SWING EDUCATION MAKES NO WARRANTY, REPRESENTATION OR CONDITION AS TO THE EFFECTIVENESS, COMPETENCE, SKILL, BACKGROUND, RECORD, OR BEHAVIOR OF THE SWINGSUBS. YOU HEREBY EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF THE SWINGSUBS WHILE THEY ARE ENGAGED BY YOU, ON YOUR PREMISES, AND/OR PERFORMING THE DUTIES FOR WHICH YOU ENGAGE WITH THEM.

7. Limitation of Liability, Indemnification & Hold Harmless. Swing Education takes its verification responsibilities seriously, including all the verification listed in Section 1. However, our verification responsibilities are limited to the Services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from the DOJ, FBI or other agency.

Swing Education shall defend, indemnify and hold School, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, including wrongful death (collectively "Loss") to the extent arising out of or incident to any action arising from any Loss (as defined above) suffered by a SwingSub while in the course and scope of performing services at School under this Services Agreement, except where negligence, gross negligence and/or willful misconduct of the School or Indemnitees are the proximate cause(s) of the Loss.

- (a) Swing Education's defense obligations, shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Swing Education's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.



- (b) Swing Education shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. Swing Education shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- (c) Acceptance of insurance certificates and endorsements required under this Services Agreement does not relieve Swing Education from contractual liability under this indemnification and hold harmless clause. This requirement (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- (d) Swing Education obligations (Indemnification and Hold Harmless) shall survive the termination of this Agreement, except as related to the action or omission of a SwingSub that occurs after termination.
- (e) EXCEPT AS REQUIRED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR MORE THAN THE AMOUNT RECEIVED BY SWING EDUCATION FROM YOU IN THE TWELVE MONTH PERIOD PRECEDING THE DATE A CLAIM IS FIRST ASSERTED.

8. Insurance. Swing Education shall, at its sole cost and expense, procure and maintain, during the term of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with this Agreement. Swing Education, at its expense, agrees to maintain insurance coverage as follows:

- (a) **Commercial General Liability Insurance:** Coverage must be equivalent in scope or at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and Swing Education's liability with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this Contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be the required occurrence limit. School, its board of trustees, officials, employees, agents, and volunteers must be named as additional insureds with respect to liability arising from the Services Agreement. General liability coverage can be provided in the form of an endorsement to the Swing Education's insurance. The policy shall contain a severability of interests/cross liability clause or language stating that Swing Education's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (b) **Commercial Automobile Liability Insurance:** Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any autos that are non-owned and hired with limits no less than \$1,000,000 per accident for bodily injury and property damage. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.
- (c) **Occupational Accident Insurance:** Because SwingSubs are independent contractors and not employees, Swing Education cannot obtain Workers' Compensation Insurance for them. Therefore Swing



Education will obtain and maintain Occupational Accident Insurance of no less than \$125,000 for SwingSubs.

- (d) **Abuse and Molestation:** Swing Education shall also obtain insurance of at least \$2,000,000 aggregate for SwingSub acts of abuse or molestation of students.
- (e) **Other Insurance Requirements:**
 - (i) **Umbrella/Excess Liability Policy.** An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet School's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
 - (ii) **Broader Coverage/Higher Limits Applies.** If Swing Education maintains broader coverage and/or higher limits than the minimums required herein, the School requires and shall be entitled to the broader coverage and/or higher limits maintained by the Swing Education.
 - (iii) **Swing Education's Insurance to be Primary.** For any claims related to the Services Agreement, Swing Education's insurance coverage shall be primary insurance coverage as respects the School, its board of trustees, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the School, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Swing Education's insurance and shall not contribute with it.
 - (iv) **Notice of Cancellation.** School is entitled to reasonable written notice of cancellation of the policy or reduction in coverage.
 - (v) **Additional Insured Coverage Not Affected By Named Insured's Duties after Accident or Loss.** If any of the insurance required herein requires reporting of accidents or other covered losses, all such policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the School, its board of trustees, officials, employees, volunteers, or agents.
 - (vi) **Self-Insured Retentions.** Any self-insurance program or self-insured retentions must be declared to and approved separately in writing by the School's Risk Manager or designee and shall protect the School, its board of trustees, officials, employees, volunteers, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions. The School may require Swing Education to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. In addition, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured or by the School, its board of trustees, officials, employees, volunteers, and agents.
 - (vii) **Acceptability of Insurers.** All insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by School, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>.
 - (viii) **Verification of Coverage.** Swing Education shall furnish the School with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by School before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Swing Education's obligation to provide them. School reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these



specifications, at any time. Failure to maintain insurance and furnish the required certificates may be considered a breach of this Services Agreement by the Swing Education, and School may terminate this Services Agreement without waiver of any remedy it may have.

(ix) No Limitation on Liability. Such insurance as required herein shall not be deemed to limit Swing Education's liability relating to performance and obligations under this Services Agreement. School reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Services Agreement.

(x) Waivers and Modifications. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the School's Risk Manager or designee.

EXCEPT AS REQUIRED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR MORE THAN THE AMOUNT RECEIVED BY SWING EDUCATION FROM YOU IN THE TWELVE MONTH PERIOD PRECEDING THE DATE A CLAIM IS FIRST ASSERTED.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Michael Teng
CEO

Date: _____

Email:
mike@swingeducation.com

Address:
700 S. Claremont Street
San Mateo, CA 94402

SCHOOL: La Mesa-Spring Valley School District

Tina Sardina
Assist. Sup. HR

Date: _____

Email:

Address: 4750 Date Avenue,
La Mesa, CA 91942



Appendix A: Standard Terms

1. FERPA Compliance. The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

- (a) You shall designate your selected SwingSub as an "other school official" under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and
- (b) You shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

2. Dispute Resolution. *Please read this section carefully. It is part of your contract with Swing Education and affects your rights. It contains procedures for VOLUNTARY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

- (a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court may be resolved by binding voluntary arbitration on an individual basis under the terms of this Arbitration Agreement, with consent of both parties. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount



of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- (i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent



jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

- (j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.
- (l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.
- (m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- (n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- (o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

3. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, either at the below or as designated on the Signature Page.
 - i. Swing Education Address: Michael Teng, CEO, Swing Education, Inc.,
700 S. Claremont Street, San Mateo, CA 94402,
mike@swingeducation.com
 - ii. School Address: See Signature Page
- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.



- (e) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (f) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (g) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (h) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (j) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.
- (k) **Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.