

La Mesa-Spring Valley School District

Board of Education

May 18, 2010

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 91941-5293
Phone: (619) 668-5700
FAX: (619) 668-4619**

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR SESSION: Tuesday, May 18, 2010 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETINGS

Action

COMMUNICATIONS

1. Recognition: Teacher of the Year – Jon Hayman
2. ROSE Award – Recipient: Carolyn Lemler, Parent, La Mesa Dale Elementary
Presenter: Mary Ellen Shu, Library Media Technician,
La Mesa Dale Elementary

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. Citizens’ Bond Oversight Committee Annual Report Information
2. 2008-09 Proposition M Bond Building Fund Financial Audit Report Information

NEW BUSINESS

BUSINESS SERVICES

1. Acceptance of the 2008-09 Proposition M Bond Building Fund
Financial Audit Report Action
2. Consent Calendar* Action
 - a. Ratification of Purchase Orders, Warrants, and Revolving
Cash Fund Reimbursements
 - b. Approval of Travel

- c. Rejection of Claim – Student at La Presa Elementary School
- 3. Resolution 09-10-32, Authorizing Contracting Pursuant to Western States Contracting Alliance Multifunction Copiers and Related Software Roll Call
Vote
- 4. Resolution 09-10-33, Authorizing the Director, Transportation & Warehousing to Implement the Air Pollution Control District’s Bus Retrofit Project Roll Call
Vote
- 5. Authorization to Enter into an Agreement with the Air Pollution Control District for Exhaust Particulate Traps and Compliance with the Lower Emission School Bus Project Action

LEARNING SUPPORT

- 1. Acceptance of Gifts –Kempton, Maryland Avenue, Murdock, and Murray Manor Elementary Schools Action
- 2. Authorization to Conduct Student Excursion – Spring Valley Middle School Band Action
- 3. Ratification of Student Excursion – Parkway Middle School Math Club Action
- 4. Authorization to Enter into an Agreement with Rady Children’s Hospital – San Diego for Vision and Hearing Screening Action
- 5. Authorization to Enter into a Memorandum of Understanding with San Diego County Office of Education, Migrant Education Program, Region IX Action
- 6. Authorization to Enter into a Memorandum of Understanding with San Diego Center for Children: East County Outpatient Counseling and San Diego County Mental Health to Support the Early and Periodic Screening, Diagnosis, and Treatment Program Action
- 7. Authorization to Enter into a Memorandum of Understanding with the County of San Diego Probation Department for the Employment of a Deputy Probation Officer Action

HUMAN RESOURCES RECOMMENDATIONS

- 1. Standard Human Resources Recommendations Action

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Conference with Real Property Negotiators concerning request for access to property at 9009 Park Plaza Drive, La Mesa (Parkway Middle School), by Shell Oil Products US (GC 54956.8)
2. Negotiations Update – LMSV Teachers Association (GC 54957)
3. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)
4. Negotiations Update – Non-represented Employee Groups (GC 54957)
5. Discussion Regarding Public Employee Appointment (Director, Special Education/Student Services) (GC 54957)

UNFINISHED BUSINESS

SUPERINTENDENT

- | | | |
|----|--|--------|
| 1. | Approval of Request for Access to Property Located at 9009 Park Plaza Drive, La Mesa (Parkway Middle School) | Action |
|----|--|--------|

NEW BUSINESS (cont.)

HUMAN RESOURCES RECOMMENDATIONS (cont.)

- | | | |
|----|---|--------|
| 2. | Appointment of Director, Special Education/Student Services | Action |
|----|---|--------|

ADJOURNMENT

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

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

In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board of Education in advance of their meetings may be viewed at the Education Service Center located at 4750 Date Avenue, La Mesa, California 91941. In addition, if you would like a copy of any record related to an item on the agenda, please contact Barbara Martinez, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail: barbara.martinez@lmsvsd.k12.ca.us

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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: **Brian Marshall**
 Superintendent

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: R-1 Reports of Officers of the Board
Citizens' Bond Oversight Committee Annual Report

In accordance with the provisions of Proposition 39, the Citizens' Bond Oversight Committee will submit an annual report to the Board on its findings.

Jerry Lecko, Committee Chairman, will present the enclosed Citizens' Bond Oversight Committee annual report and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: R-2 Reports of Officers of the Board
2008-09 Proposition M Bond Building Fund Financial Audit Report

Section 1 (b)(3)(C) of Article XIII A of the California Constitution requires the Board of Education to conduct an independent financial and performance audit of the bond sale proceeds.

The audit was conducted in accordance with generally accepted auditing standards and the standard applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

James Hawley, CPA, audit manager with the firm of Nigro Nigro & White, PC, will present the enclosed Audit Report and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1 New Business
Acceptance of the 2008-09 Proposition M Bond Building Fund Financial
Audit Report

At the Citizens' Bond Oversight Committee's (CBOC) Audit Subcommittee meeting on January 15, 2010, the auditor reviewed the draft Audit Report in detail. The audit findings were discussed with the subcommittee members and District staff explained that the auditor's recommendations had been implemented.

The Audit Report was presented to the CBOC at their January 27, 2010 meeting. The CBOC concurred with the recommendation to accept the report and present it to the Board.

Administration is in agreement with the auditor's findings and has implemented the recommended corrective actions.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board acknowledge receipt of the enclosed 2008-09 Proposition M Bond Building Fund Financial Audit Report.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-2a New Business (Consent Calendar)
Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements

Purchase orders and warrants issued since the last Board meeting will be available at the meeting for review by the Board. A list of revolving cash fund reimbursements is attached.

The following are submitted for ratification:

- I. Purchase Orders: A total of 272 purchase orders have been processed, numbered D13175 through D13446. These purchase orders total \$748,913.60.
- II. Warrants: A total of 110 warrants have been issued, dated April 22, 2010 through April 30, 2010. These warrants total \$302,152.99.
- III. Revolving Cash Fund Reimbursements: Four (4) checks have been processed, totaling \$1,769.15.

ADMINISTRATIVE RECOMMENDATION

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

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

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

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
1603	04/30/10	Frances Torrence	Payroll	\$564.52
1604	05/03/10	Lisa Daylo	Payroll	\$619.88
1605	05/03/10	Christine Gartley	Payroll	\$371.12
1606	05/04/10	Marcia Holman	Payroll	\$219.63

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (4) CHECKS PROCESSED TOTALING \$1,769.15**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-2b New Business (Consent Calendar)
Approval of Travel

There have been no travel requests since the last Board meeting.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-2c New Business (Consent Calendar)
Rejection of Claim – Student at La Presa Elementary School

The District received a claim from a parent of a student at La Presa Elementary School stating that her child was injured during a study trip.

ADMINISTRATIVE RECOMMENDATION

It is recommended the claim be rejected and referred to the District's insurance carrier for disposition.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business
Resolution 09-10-32, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Western States Contracting Alliance for Multifunction Copiers and Related Software

ROLL CALL VOTE

Pursuant to Section 20118 of the Public Contract Code, public agencies may purchase from a contract of another public agency under the same price, terms, and conditions as the bidding agency.

The District intends to enter into a 60-month lease with Ricoh Business Solutions (Ricoh) for three copiers and related software to be used in the Print Shop. The lease with Ricoh is pursuant to a cooperative bid with Western States Contracting Alliance (WSCA) and will save the District approximately \$32,000 per year over the current Xerox lease.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 09-10-32, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Western States Contracting Alliance for Multifunction Copiers and Related Software.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-4 New Business
Resolution 09-10-33, Authorizing the Director, Transportation and Warehousing to Implement the Air Pollution Control District's Bus Retrofit Project

The District received a grant for \$340,000 from the Air Pollution Control District (APCD) for upgrades to District buses.

APCD requires a resolution from the District's governing board (or a duly authorized official with the authority to make financial decisions) to identify the individual that will implement the bus retrofit project. Craig Wood, Director, Transportation and Warehousing is recommended to be the designated representative to execute this project.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board of Education adopt the attached Resolution 09-10-33, authorizing Craig Wood, Director, Transportation and Warehousing to implement the bus retrofit project.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 09-10-33
AUTHORIZING THE DIRECTOR, TRANSPORTATION AND WAREHOUSING
TO IMPLEMENT BUS RETROFIT PROJECT**

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

WHEREAS, the La Mesa-Spring Valley School District received a grant for \$340,000 from the Air Pollution Control District (APCD) for upgrades to District buses; and

WHEREAS, the Air Pollution Control District requires the school district to identify the individual who will implement the bus retrofit project; and

WHEREAS, the Board desires to designate the Director, Transportation and Warehousing to execute this project.

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED that Craig Wood, Director, Transportation and Warehousing is the District's designated representative to implement the bus retrofit project.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 18th day of May 2010, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, 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 18th day of May 2010.

Brian Marshall, Secretary to the Board of Education

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-5 New Business
Authorization to Enter into an Agreement with the Air Pollution Control District for Exhaust Particulate Traps and Compliance with the Lower Emission School Bus Project

In September 2009, the Air Pollution Control District (APCD) approved funding for a grant in the amount of \$340,000. This funding provides for upgrades to retrofit 17 in-use diesel school buses, electrical infrastructure installation, and purchase of a pulse cleaner and a thermal regenerator.

Authorization to enter into the enclosed agreement will allow the District to contract with the Air Pollution Control District to complete this project.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the enclosed agreement with the Air Pollution Control District for Exhaust Particulate Traps and Compliance with the Lower Emission School Bus Project.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

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

ITEM NUMBER: LS-1 New Business
Acceptance of Gifts – Kempton, Maryland Avenue, Murdock, and
Murray Manor Elementary Schools

Kempton Elementary School PTA would like to donate \$1,138.00 to Kempton Elementary to be used for the 5th-grade end-of-year trip to Skateworld.

Maryland Avenue Elementary School PTA would like to donate \$17,175.28 to Maryland Avenue Elementary to be used as follows: \$15,995.28 for the purchase and installation of a shade structure; and \$1,180.00 for the Safety Patrol to attend Disneyland.

Murdock Elementary School PTA would like to donate \$2,144.00 to Murdock Elementary to be used for study trip buses.

Murray Manor Elementary School PTA would like to donate \$5,300.00 to Murray Manor Elementary to be used as follows: \$5,000.00 for the Ethnic Dance program; \$200.00 for Health Office supplies; \$100.00 to Dolores Peter's 4th-grade classroom.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

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

ITEM NUMBER: LS-2 New Business
Authorization to Conduct Student Excursion – Spring Valley Middle School Band

The Spring Valley Middle School Band is requesting authorization to conduct a student excursion to march in the La Mesa Chamber of Commerce Parade on June 5th.

Fifty-five students, band director James Villegas, and three parent chaperones will leave Spring Valley Middle School at 7:30 a.m. and return no later than 3:30 p.m. Transportation will be provided by a District bus. Costs associated with this excursion will be paid out of donations.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to conduct this student excursion.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

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

ITEM NUMBER: LS-3 New Business
Ratification of Student Excursion – Parkway Middle School Math Club

Fifteen Parkway Middle School students, all members of the school’s Math Club, along with teachers Lorena Escamilla and Stefanie Lindsey, traveled to Francis Parker School for the annual Francis Parker Math Field Day on Saturday, May 15, 2010.

Transportation was provided by each student’s parent. There were no costs associated with this event.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify this student excursion.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

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

ITEM NUMBER: LS-4 New Business
**Authorization to Enter into an Agreement with Rady Children's Hospital
– San Diego for Vision and Hearing Screening**

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

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with Rady Children's Hospital - San Diego for Vision and Hearing Screening.

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

This Agreement is dated as of July 1, 2010 by and between Rady Children's Hospital-San Diego, a California nonprofit public benefit corporation, ("CHILDREN'S") with its principal address at 3020 Children's Way, San Diego, California and La Mesa-Spring Valley School District ("SCHOOL") with its principal address at 4750 Date Avenue, La Mesa, California.

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

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

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

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

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

1. Obligations of CHILDREN'S

CHILDREN'S agrees to designate a duly qualified credentialed School Nurse ("PROVIDER") to provide professional services set forth in the Description of Services (attached hereto as Exhibit 1.1).

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

1.3 CHILDREN'S shall be solely responsible for the compensation of PROVIDER providing Services under this Agreement. CHILDREN'S shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its PROVIDER insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms.

1.4 CHILDREN'S PROVIDERS will comply with the District policy and procedure of documentation of times when PROVIDER arrives and leaves the school campus.

2. Performance Standards. At all times during the Term of this Agreement, CHILDREN'S and PROVIDER shall use best efforts to ensure that PROVIDER shall comply with the following performance standards:

- 2.1 The PROVIDER shall provide services hereunder in a competent, professional and ethical manner, in accordance with prevailing standards of therapeutic practice, and all applicable statutes, regulations, rules, orders and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction.
- 2.2 The PROVIDER shall comply with all applicable federal, state and local laws and with orders or directives of any governmental agency, accrediting organization, peer review organization, or court of competent jurisdiction, including, but not limited to, the standards of the Joint Commission ("JC"), including but not limited to any and all applicable laws and standards relating to privacy, confidentiality, documentation and record retention.

3. SCHOOL Responsibilities.

- 3.1 The SCHOOL shall, at its sole expense, subject to regulatory and budgetary requirements, and any necessary approval of the School Board, which approval shall not be unreasonably withheld, furnish such space, facilities, and accommodations as may be reasonably necessary for the timely, professional and competent provision of Services. The SCHOOL shall, among other things, provide adequate work space for the PROVIDER to ensure the confidentiality and privacy of the provision of such Services.
- 3.2 The SCHOOL shall, at its sole expense, furnish ordinary janitorial service, waste and hazardous waste disposal, laundry, gas, water, heat, air conditioning, telephone and such electricity for light and power, and other utilities as are reasonably necessary for the proper provision of Services.
- 3.3 The SCHOOL shall assign appropriate individuals to assist with the supervision of students being brought to the screening, during the screening, and returning to their classroom.

4. Financial Terms

- 4.1 SCHOOL agrees to compensate CHILDREN'S for Services provided hereunder in accordance with Exhibit 4.1.
- 4.2 SCHOOL agrees that all revenue from the provision of Services shall belong to CHILDREN'S. CHILDREN'S shall have the sole responsibility for establishing, billing, and collecting all charges for Services rendered by PROVIDER to SCHOOL students.
- 4.3 SCHOOL shall neither bill nor collect for the provision of Services to students by CHILDREN'S.

5. Term

The term of this Agreement shall begin on July 1, 2010 and end on June 30, 2011. This Agreement may be renewed only by written agreement by both parties, unless sooner terminated as set forth below.

6. Termination

- 6.1 This Agreement may be terminated at any time by any party, with or without cause, by written notice to the other parties with thirty (30) days written notice during the Term of this Agreement.
- 6.2 Either party may terminate this Agreement immediately upon:
 - 6.2.1 Any petition for bankruptcy, dissolution, liquidation, winding up of the affairs of, or the cessation of the provision of Services by CHILDREN'S;

- 6.2.2 CHILDREN's failure to maintain the necessary regulatory approvals, licenses, or accreditations to operate an acute care pediatric hospital; or
- 6.2.3 A material breach by either party of any of their respective obligations under this Agreement if such breach remains uncured for more than thirty (30) days after the giving of written notice of the circumstances of the material breach. A waiver of the breach of any term or condition of this Agreement by either party shall not constitute a waiver of any concurrent or subsequent breach or breaches.

6.3 Effect of Termination

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

7. Confidential Information

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

8. Indemnification and Insurance

- 8.1 The parties shall indemnify, defend, and hold each other harmless against any loss, cost, damage, liability, action, claims, cause of action, allegation, order, judgment, settlement, obligation or expense (including court costs, attorney's and consultant's fees) incurred by a party because of the negligent and/or unintentional acts or omissions of the other party, its employees, agents, and/or representatives.
- 8.2 CHILDREN'S shall, at its expense, obtain and maintain in force during the Term the following insurance coverage:
 - 8.2.1 A policy of workers' compensation insurance, in amounts required by law, covering all CHILDREN'S employees;
 - 8.2.3 A policy of professional and liability insurance covering the services to be provided by CHILDREN'S PROVIDER pursuant to this Agreement in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.
- 8.3 SCHOOL shall, at its expense, obtain and maintain in force during the Term the following insurance coverage:

- 8.3.1 A policy of workers' compensation insurance, in amounts required by law, covering all SCHOOL employees; and
- 8.3.2 A policy of comprehensive general liability insurance and contractual liability with broad form property damage endorsement in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit with respect to personal injury, death, or damage to property.
- 8.4 Proof of Insurance. Upon request, but no more than annually, CHILDREN'S and SCHOOL shall each provide the other with Certificates of Insurance and such other proof of insurance reasonably satisfactory to evidence that the insurance required pursuant to this Agreement is in full force and effect.
- 8.5 Claims Made Insurance - Tail Coverage. If any policy of insurance required to be provided by either party, under this Section 8 is provided by a claims-made form of policy, the procuring party or parties shall only utilize such coverage if "tail" or extended reporting coverage for a period of at least five (5) years following the termination or expiration of the policy is available, and the procuring party shall notify the other party of the existence of such coverage.
- 9. Additional Terms**
- 9.1 Relationship between the Parties/Representations.
- 9.1.1 None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not and shall not be construed to be in a relationship of joint venture, partnership or employer-employee. It is expressly understood and agreed that CHILDREN'S and SCHOOL shall at all times act as independent contractors. PROVIDER shall not have any claim under this Agreement against SCHOOL for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, health insurance benefits, unemployment insurance benefits, or employee benefits of any kind. SCHOOL shall not have nor exercise control or direction over the methods by which PROVIDER performs Services at SCHOOL.
- 9.1.2 Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name or the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided for herein.
- 9.2 Governing Law: This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed and construed by the laws of the State of California.
- 9.3 Benefit, Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither this Agreement nor any rights hereunder shall be assignable by either party without the express written approval of the other party.
- 9.4 Amendment: This Agreement may be amended, supplemented or modified only by written instrument executed by the parties. No waiver of any provision of this Agreement shall be binding unless executed in writing by the parties.
- 9.5 Sever ability: Should any provision of this Agreement or application thereof be held unenforceable or invalid, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.

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

AS TO CHILDREN’S:

Rady Children's Hospital – San Diego
3020 Children’s Way, MC 5090
San Diego, California 92123-4282
Attention: Diana Chase, School Health Coordinator

AS TO SCHOOL:

La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, California 91941
Attention: David L. Kinzel, Coordinator, Student Interventions

9.7 Entire Agreement: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties.

9.8 Counterparts: This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

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

SCHOOL

_____ *[Signature]*
By: David Kinzel
Its: Coordinator, Student Interventions
Date: _____

RADY CHILDREN’S HOSPITAL – SAN DIEGO

By: Margareta E. Norton
Its: Senior Vice President/Chief Operating Officer
Date: _____

**EXHIBIT 1.1
DESCRIPTION OF SERVICES**

CHILDREN’S shall provide:

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

The SCHOOL shall provide:

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

EXHIBIT 4.1

FINANCIAL TERMS FOR SERVICES BY CHILDREN’S

For Services SCHOOL shall pay to CHILDREN’S the following **2010-2011** School Screening Services Rates as follows below.

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$2.54
Initial screening of vision:	\$2.54
Initial screening of color perception:	\$2.54
Rescreens of hearing, vision, and color/Hourly Rate per screener:	\$60.40
Scoliosis initial and rescreens/Hourly rate per screener:	\$60.40
Clerical staff assisting with screening/Hourly rate:	\$24.15
Initial screening or retest of hearing or vision for difficult to test students:	\$5.50
Referrals:	\$3.65
School Nurse Hourly Rate (special education, etc.):	\$60.40

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

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

ITEM NUMBER: LS-5 New Business
Authorization to Enter into a Memorandum of Understanding with San Diego County Office of Education, Migrant Education Program, Region IX

Migrant Education is a federally funded program authorized through the No Child Left Behind Act of 2001 designed to provide supplementary educational and support services to identified immigrant students. Region IX is administered by the San Diego County Office of Education. Currently Region IX has a cumulative enrollment of approximately 14,000 students (ages 3 to 22) in 56 school districts in San Diego and Orange County.

The migrant student has the same needs as all students and is required to meet state and district-adopted student performance standards. However, this becomes more challenging due to the frequent mobility, poverty, and limited-English language skills of many migrant students. The San Diego County Office of Education, Migrant Education Program, Region IX provides services required for migrant students to fully access the educational program. These services include:

- Referral to Tutorial Services
- Academic, Career and Personal Counseling
- Preschool Programs
- Leadership and Higher Education Conferences
- Intersession and Summer Services
- Literacy Support
- Educational Field Trips
- School Supplies
- Services to Out-of-School Youth

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Memorandum of Understanding with San Diego County Office of Education, Migrant Education Program, Region IX for the 2010-11 school year.

Memorandum of Understanding between
San Diego County Office of Education, Migrant Education Region IX
and
La Mesa Spring Valley School District
(district name)

For Migrant Education Program services

This Memorandum of Understanding, hereinafter referred to as MOU, is made and entered into by the La Mesa Spring Valley School District, hereinafter referred to as DISTRICT and San Diego County Office of Education, Migrant Education, Region IX, hereinafter referred to as SDCOE.

The districts listed below each have fewer than 100 students qualifying for Migrant Education Program (MEP) services. Therefore, these districts are considered a Consortium for the purposes of program planning and completion of the District Service Agreement.

Cardiff School District
Encinitas Union School District
La Mesa Spring Valley School District
National School District
San Ysidro School District
Solana Beach School District
Sweetwater Union High School District

The school districts which form this consortium desire to have SDCOE MEP staff provide supplemental education and support services to their qualifying migrant students.

The District and SDCOE agree as follows:

1. MOU Term

This MOU shall be in effect commencing December 1, 2010 and ending June 30, 2011.

2. In providing MEP services for the District, SDCOE shall:

- a. Identify and Recruit eligible migrant students.
- b. Provide lists of students qualifying for MEP to the District at least twice annually, and upon request.
- c. Provide such services as described in "Instructional and Support Activities" section, as well as other services required for migrant students to fully access the educational program.

3. In agreeing to this MOU, the District shall:

- a. Provide SDCOE access to data necessary to identify and recruit migrant students such as lists of students new to the district.
- b. Tag qualifying MEP students as "migrant" in the District's student information system.
- c. Include migrant data on testing forms for all state-mandated tests (CELDT, CST).

4. Cancellation of MOU

This MOU may be cancelled for any reason upon 60-day written notice from District or SDCOE to the other party.

5. Confidentiality

SDCOE and District will maintain the confidentiality of any and all student data exchanged by each as a part of this MOU and will not provide information to third parties, unless such parties are authorized to receive such information under federal and California law.

San Diego County Superintendent of Schools

District: La Mesa Spring Valley School District

Interim Director, Migrant Education Program
San Diego County Office of Education

Signature

District Designee's Signature

Name (print)

Name (print)

Date

Date

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

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

ITEM NUMBER: LS-6 New Business
Authorization to Enter into a Memorandum of Understanding with San Diego Center for Children: East County Outpatient Counseling and San Diego County Mental Health to Support the Early and Periodic Screening, Diagnosis, and Treatment Program

For more than ten years San Diego Center for Children: East County Outpatient Counseling has provided mental health services to qualifying students and families of the District. These services are provided through the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funding. This is a federally mandated project requiring certain mental health services be provided to full-scope Medi-Cal eligible beneficiaries.

Attached is the Memorandum of Understanding with the San Diego Center for Children: East County Outpatient Counseling and San Diego County Mental Health describing the conditions in which all agencies will continue to support the EPSDT program.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into a Memorandum of Understanding with San Diego Center for Children: East County Outpatient Counseling, and San Diego County Mental Health.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into and executed as of July 01, 2010, by and between San Diego Center for Children - East County Outpatient Counseling (“Provider”), and La Mesa Spring Valley School District (“District”), with respect to the following matters:

- A. The parties to this MOU desire to provide mental health services, including individual, collateral, family and group psychotherapy services, medication support and case management services under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Funded Mental Health Services to Medi-Cal eligible children/youth and under the Mental Health Services Act (MHSA) to eligible SED children/youth.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the delivery of EPSDT and MHSA services.
- C. This agreement shall be effective from July 01, 2010 through June 30, 2012. It is the intention of the parties to renew this agreement or negotiate subsequent agreements to continue to provide EPSDT and MHSA services when the term of this contract expires.

NOW, THEREFORE, the parties agree as follows:

- 1. Program Description. The EPSDT and MHSA Services shall be provided in accordance with the following:
 - a) PROVIDER shall provide services to children/youth who meet the eligibility criteria pursuant to Federal and State law governing EPSDT and MHSA Funded Services and the Provider’s Contract with County for the provision of EPSDT and MHSA Funded services.
 - b) EPSDT and MHSA Funded Services may include individual, collateral, family and group psychotherapy services, medication support and case management services, as authorized by Federal and State law and approved by the Contract County holds with the provider.
- 2. Termination. This MOU may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days prior written notice from any party. Those authorized to receive notice for the parties are set forth below:

For the Provider: Dave McCaslin, Chief Operating Officer

Or designee: _____

For the District: La Mesa / Spring Valley School District

Or Designee: _____

- 3. District Responsibilities. The District’s responsibilities shall include the following:
 - a) Designation of consistent location within each school or other mutually agreed upon locations to be used by EPSDT and MHSA Services.
 - b) Dates and times to be agreed upon by the parties including year round service location when school is not in session.
 - c) Promotion of EPSDT and MHSA Funded services in the District schools and community.
 - d) Assist in identification and referral of eligible students to Provider for EPSDT and MHSA funded services.
 - e) Designation of staff to act as a liaison with Provider and County Liaison to assist in the implementation of EPSDT and MHSA Funded services.
 - f) Facilitation and participation in cross-system training.
 - g) Facilitation of family member’s access to family treatment on campus when indicated.
 - h) Notify the County when issues arise between the District and the Provider that cannot be resolved.

5. Provider Responsibilities. Provider's responsibilities shall include the following:
 - a) Provider shall provide EPSDT and MHSA funded services to eligible children/youth referred by the District by employing qualified staff, per state and federal regulations governing such, and as set forth in Provider's Contract with County.
 - b) Submission of monthly reports to the District specifying the number of students referred for services, the number of students served and the types of services the students and families received, and such additional information as agreed upon by the parties.
 - c) Designation of staff to keep in close communication with and meet with school site referral teams (SST) to facilitate appropriate referrals to provider and open communication between provider and school site staff.
 - d) An attachment to this MOU, with periodic updates, of the names of the providers serving students on any school campus certifying that each provider has passed a criminal clearance certification through the Justice Department. (See Criminal Clearance Certification Form)
 - e) Designation of staff to act as a liaison with District and County to assist in the implementation of EPSDT and MHSA Funded services.
 - f) Provider shall notify the County when issues that arise between the Provider and the District.

6. Confidentiality. The parties agree that all information and records obtained in the course of providing services pursuant to this agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328.

7. Indemnification. Provider agrees to defend, indemnify, and save free and harmless the district, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from provider's performance or lack thereof under this agreement.

District agrees to defend, indemnify, and save free and harmless the provider, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from or alleged to have arisen from district's performance or lack thereof, under this agreement.

The parties entering into this MOU furthermore agree that the district shall not assume any financial liability for any of the services rendered by provider under terms of this agreement regardless of whether or not those services are reimbursed by county.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

PROVIDER: San Diego Center for Children - East County Outpatient Counseling

Name: Dave McCaslin Date _____

Signature: _____

Title: Chief Operating Officer

DISTRICT: La Mesa / Spring Valley School District

Name: _____ Date _____

Signature: _____

Title: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

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

ITEM NUMBER: LS-7 New Business
Authorization to Enter into a Memorandum of Understanding with the County of San Diego Probation Department for the Employment of a Deputy Probation Officer

In July 1991 the District began participating in the Countywide Truancy Program. The purpose of the program is to provide an intermediate step for reducing student truancy through the use of shared Deputy Probation Officers. Over the last five years, truancy rates for the District have dropped by nearly 5%, increasing the average daily attendance (ADA) the District receives.

While the District's overall attendance rate is good, each school has a limited number of students with chronic patterns of unexcused absences. By using the services of a Deputy Probation Officer, the District has been able to break the pattern of truancy for selected students and recover lost ADA. Additionally, the Probation Officer works with students on probation, serves on the School Attendance Review Team (SART), and the School Attendance Review Board (SARB). He/she also participates in Administrative Review Panel (ARP) hearings and weekly Healthy Start case management team meetings.

Attached is the Memorandum of Understanding (MOU) between the San Diego County Probation Department and the District describing the conditions in which both agencies will support the Countywide Truancy Program. This MOU is for 1 probation officer in a not-to-exceed amount of \$92,254.73 to be funded out of Safety & Violence and Medi-Cal reimbursement. In addition, the District agrees to reimburse for actual mileage at the approved IRS rate, provide office space and clerical support. The effective dates of the MOU are July 1, 2010, through June 30, 2011.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into a Memorandum of Understanding with the County of San Diego Probation Department for the Employment of a Deputy Probation Officer.

**AGREEMENT
BETWEEN
LA MESA/SPRING VALLEY SCHOOL DISTRICT
AND
COUNTY OF SAN DIEGO PROBATION DEPARTMENT
FY 2010 - 2011**

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

WITNESSETH:

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

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

WHEREAS, COUNTY is willing to provide one full-time Probation Officer to supervise and counsel DISTRICT students referred for absences and other delinquency type problems;

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

A. RESPONSIBILITIES OF THE COUNTY

1. In consultation with the DISTRICT, the COUNTY shall be responsible for the recruitment and selection of the Deputy Probation Officer to be assigned to the DISTRICT.
2. The COUNTY shall be the employer and provide primary supervision of the Probation Officer assigned to the program.
3. The COUNTY, through the Probation Officer assigned to the DISTRICT, shall provide the following services:
 - (1) **Supervision:** The Probation Officer will initiate face-to-face contacts with students referred to the DISTRICT's School Attendance Review Board (SARB), make follow-up calls to parents/guardians, conduct parent conferences, and maintain ongoing supervision of the students as needed.
 - (2) **High Visibility and Accessibility:** The Probation Officer will be highly visible and accessible at all campuses to school administrators, students and parents. The Probation Officer will be expected to attend SARB meetings as scheduled, provide staff development activities and parent awareness, attend evening school functions, and attend activities at school sites as appropriate.
 - (3) **Counseling:** The Probation Officer will maintain individual and small group counseling programs with students and/or families as needed. Primary focus will be on attendance and drug involvement.

- (4) **Referrals:** The Probation Officer will be expected to maintain ties with community agencies and law enforcement. Referrals to Probation and other community agencies for specialized services may be necessary. Court reports may be written as needed.
4. The COUNTY's Probation Officer shall provide the above services forty (40) hours per week for ten (10) months, excluding bi-weekly unit meeting attendance and 40 hours of annual state mandated training during the year. Daily work schedules will remain flexible to accommodate the DISTRICT's needs. This Agreement is in no way intended to restrict rights guaranteed to the Probation Officer as provided in the Memorandum of Agreement between the Probation Officers' Association and the County of San Diego.
 5. The COUNTY's Probation Officer, while on the DISTRICT's school grounds, shall abide by the rules of the DISTRICT.
 6. The COUNTY's Probation Officer shall provide the DISTRICT with monthly reports and an annual summary of student, parent, staff and agency contacts and related information.

B. RESPONSIBILITIES OF THE DISTRICT

1. The DISTRICT, through the referral process, shall provide the target population. All pertinent information regarding students in the program and resource personnel necessary to facilitate compliance with the terms of the Agreement shall be made available to the Probation Officer.
2. The DISTRICT shall be responsible for allocating the Probation Officer's delinquency prevention services throughout the DISTRICT's campuses, and shall determine those school events and/or meetings at which the Probation Officer's presence will be necessary.
3. The DISTRICT shall provide the Probation Officer with the office space, equipment, supplies and other resources necessary to facilitate compliance with the terms of the Agreement.
4. The DISTRICT shall provide all clerical services required by the Probation Officer to fulfill his/her duties in the DISTRICT, except for the transcription of court reports which shall be provided by the COUNTY.
5. The DISTRICT shall cooperatively establish a schedule to insure equitable use of the assigned Probation Officer. All days off require prior DISTRICT administrator approval.
6. The DISTRICT shall report quarterly to the COUNTY the estimated amount of Average Daily Attendance (ADA) funding recaptured as a result of the Probation Officer's contacts with DISTRICT's students.
7. The DISTRICT shall reimburse the Probation Officer at the Probation Department's approved IRS rate per mile for all mileage costs incurred by the Probation Officer in the course of providing delinquency prevention services to the DISTRICT. Report records will be turned in to the DISTRICT administrator for approval prior to reimbursement.

C. PAYMENT

The DISTRICT agrees to pay the COUNTY the actual cost of one full-time Probation Officer assigned, not to exceed \$92,255 for the contract period stipulated in the Agreement. Cost includes salary and benefits costs of one Probation Officer and a proportionate share of overhead costs. The COUNTY shall bill the DISTRICT each quarter in arrears. The payment to the COUNTY shall be made upon receipt of each quarterly invoice.

D. EFFECTIVE DATE

This Agreement is effective, on July 1, 2010, and terminates at 5:00 PM on June 30, 2011, unless sooner terminated as provided herein. The probation officer will provide these services to the DISTRICT for ten (10) months. The officer will not provide these services from July 1 through August 15 and two weeks during winter break.

E. SUBCONTRACT AND ASSIGNMENT

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

F. INDEPENDENT CONTRACTOR STATUS

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

G. WORKERS' COMPENSATION

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

H. LIABILITY INSURANCE

1. For the term of this Agreement, the COUNTY shall maintain a program of liability self-insurance. Evidence of such program of self-insurance shall be evidenced by a "Statement of Coverage" issued by the COUNTY to the DISTRICT.
2. The DISTRICT shall carry general liability insurance covering the employees of the DISTRICT during the term of the Agreement with the COUNTY with limits of \$1,000,000 per occurrence or provide proof of self funding. The County of San Diego, its agents, officers and employees shall be added as additional insured under the liability policy by separate endorsement.

I. MUTUAL INDEMNIFICATION

1. Claims Arising From Sole Acts or Omissions Of COUNTY

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

2. Claims Arising From Sole Acts or Omissions of DISTRICT

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

3. Claims Arising From Concurrent Acts or Omissions

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

4. Joint Defense

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

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and DISTRICT may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

**PROBATION DEPARTMENT
School Pay Costs for FY 2010/2011**

**LA MESA / SPRING VALLEY SCHOOL DISTRICT
Deputy PO: Step 6 with pay increase, 61.06% benefits**

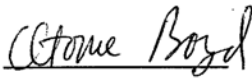
Term: 12 months \$ 110,705.68

Salary	\$ 31.31 per hour	\$	65,124.80
Benefits	63.06% of salary	\$	41,067.70
	Salary and benefits	\$	106,192.50
OH	4.25 % of S & B	\$	4,513.18
		\$	110,705.68
	costs for 12 months	\$	110,705.68

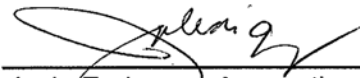
Term: 10 months \$ **92,254.73**

10 months of \$ 110,705.68

Prepared by:


Otome Boyd
Probation Accounting
4/29/10

Reviewed by:



Josie Enriquez, Accounting Manager
Probation Department *cf*

CONTACTS

PROBATION DEPARTMENT

Preparation and Modifications / Amendments

- NAME: Bill Baker
- TITLE: Analyst
- PHONE: 858-514-2095
- MAIL STOP: P-232
- E-MAIL: jefferson.baker2@sdcounty.ca.gov

Program Contact:

- NAME: Christina F. Nyikes
- TITLE: Supervising Probation Officer
- PHONE: (858) 492-2431
- MAIL STOP: P-14
- E-MAIL: Christins.Nyikes@sdcounty.ca.gov

Accounting Contact:

- NAME: Otome Boyd
- TITLE: Accounting Technician
- PHONE: 858-514-3248
- MAIL STOP: P-232
- E-MAIL: Otome.Boyd@sdcounty.ca.gov

La Mesa-Spring Valley School District

Review of Modifications / Amendments

- NAME: David Kinzel
- TITLE: Coordinator, Student Interventions
- PHONE: 619-668-5700 Ext. 6207
- Address: 4750 Date Avenue, La Mesa, CA 91941-5293
- E-MAIL: David.Kinzel@lmsvsd.k12.ca.us

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

The Human Resources recommendations which are attached for consideration at the May 18, 2010 Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations

CERTIFICATED:

Approval of Leave of Absence:

Conde, Serena M.	Teacher (child rearing)	06/21/10 – 06/17/11
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Approval of Extension of Leave of Absence:

Howell, Erica R.	Teacher (child rearing)	06/21/10 – 06/17/11
Lumabas, Allison J.	Teacher (child rearing)	06/21/10 – 06/17/11
Spafford, Sara L.	Teacher (employment elsewhere)	06/21/10 – 06/17/11
Whitney, Jennifer L.	Teacher (child rearing)	06/21/10 – 06/17/11

Approval of Change of Assignment and/or Classification:

Gilmore-See, Janice A.	From: V-6	To: VI-6	05/01/10
McBratney, Sandra L.	From: V-5	To: VI-5	05/01/10

CLASSIFIED:

Approval of Employment/Merit System:

Boyer, Brenn T.	Custodian	26-A	04/30/10
Savedra, Robert M.	Custodian	26-A	05/03/10

Approval of Employment:

Flores, Marlena D.	Playground Attendant	\$8.85/hr	04/16/10
Gomez, Adrian M.	Extended School Services Attendant	\$10.18/hr	04/16/10
Harker-Reid, Elizabeth D.	Extended School Services Attendant	\$10.18/hr	04/14/10
Valdez, Melissa C.	Playground Attendant	\$8.85/hr	04/26/10
Van Luven, Kevin R.	Playground Attendant	\$8.85/hr	04/27/10

Approval of Termination of Employment:

Garcia, Ruth C.	Extended School Services Attendant (further education)	04/16/10
Neuschuler, Meta M.	Student Helper (dismissed)	04/20/10
Perez, Steven C.	Extended School Services Attendant (employment elsewhere)	04/21/10

Approval of Rehire from 39-Month Reemployment List:

Parra, Sara	Paraprofessional – Bilingual	21-B	04/16/10
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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: S-1 Unfinished Business
**Approval of Request from Shell Oil Products US for Access to Property
Located at 9099 Park Plaza Drive, La Mesa (Parkway Middle School)**

On April 15, 2010 the District received a letter from Shell Oil Products US requesting access to Parkway Middle School for the purpose of drilling two test wells on the property. The test wells would be drilled on the exit ramp from the parking lot and would be capped at grade level.

At its May 4, 2010 meeting, the Board directed the Superintendent to contact counsel for Shell to negotiate remuneration with Shell Oil Products US and bring a revised contract to Board along with any recommendation of compensation to the District.

ADMINISTRATIVE RECOMMENDATION

The Superintendent's recommendation will be presented to the Board during closed session with action thereafter in open session.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
May 18, 2010**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Appointment of Director, Special Education/Student Services

The Superintendent's recommendation will be presented to the Board during closed session. Action to fill the position of Director, Special Education/Student Services is recommended thereafter.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint the Superintendent's recommendation for Director, Special Education/Student Services.

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: May 4, 2010**

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

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

Board members present: Baber, Duff, Halgren, Turner, Winet

ESTABLISHMENT OF QUORUM

Board members absent: None

Staff members present on assignment: Bender, Marshall, Martinez, Yoshihara, Walker

It was moved by Halgren, seconded by Duff, and carried unanimously to approve the minutes of the regular meeting of April 20, 2010, as presented.

**MINUTES
Approved as presented**

COMMUNICATIONS

COMMUNICATIONS

In recognition of the District's support of the Relay for Life event and for allowing the American Cancer Society to partner with the District for the past three years, Barbara Allen, Event Chair; and Michelle Gonzalez, Manager, Relay for Life, American Cancer Society, presented the District with a *Friend of the American Cancer Society Award*.

District Award – Friend of American Cancer Society

Demsey, Filliger and Associates Actuarial Report

Actuarial Report

Copy of PowerPoint regarding approval of request for access from Shell Oil Products

Shell Oil Products PowerPoint

AGENDA

AGENDA

It was moved by Halgren, seconded by Winet, and carried unanimously to approve the agenda as presented.

Approved as presented

HEARING SESSION

HEARING

The President announced a hearing for anyone who wished to address the Board 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

Shell Oil Products US requested access to Parkway Middle School for the purpose of drilling two test wells on the property. The test wells would be drilled on the exit ramp from the parking lot and would be capped at grade level. Carrie Crozier and Dave Boggs, CRA Engineering & Environmental Consultants; and Marvin Katz, Shell Oil Products US, provided a background on the case, discussed well installation procedures and safety precautions and responded to clarifying questions.

Shell Oil – Access to Property

NEW BUSINESS

It was moved by Baber and seconded by Halgren to Approve Request from Shell Oil Products US for Access to Property Located at 9009 Park Plaza Drive, La Mesa (Parkway Middle School).

Shell Oil – Request for Access to Property
Supt. to Negotiate with Shell and Bring back to Board on 5/18

There was discussion regarding liability, and it was noted that payments for access to properties have been made by Shell in the past.

It was moved by Winet and seconded by Baber to replace the previous motion and direct the Superintendent to contact counsel for Shell to negotiate remuneration with Shell Oil Products US and bring revised contract to Board along with any recommendation of compensation to the District.

REPORTS OF OFFICERS OF THE BOARD (cont.)

REPORTS

GASB 45 establishes standards for governmental employers to measure and report their costs and obligations related to post-employment benefits other than pensions (OPEB) such as retiree health benefits. Postemployment benefits such as pensions and OPEB are part of the total compensation offered by employers to attract and retain the services of qualified employees. For our District, frequency valuations are required every other year. David Yoshihara, Assistant Superintendent, Business Services, presented the Demsey, Filliger and Associates Actuarial Report and responded to clarifying questions.

Demsey, Filliger & Assoc.
Actuarial Report

NEW BUSINESS (cont.)

NEW BUSINESS

It was moved by Turner, seconded by Duff, and carried unanimously to adopt Resolution 09-10-24, Teacher Appreciation Week.

Res. 24, Teacher Appreciation Week
Adoption

It was moved by Halgren, seconded by Duff, and carried unanimously to adopt Resolution 09-10-25, Classified School Employees Week.

Res. 25, Classified School Employees Week
Adopted

It was moved by Winet, seconded by Halgren, and carried unanimously to support AB1844, Chelsea King Predator Prevention Act of 2010.

Action supporting AB1844 Chelsea King Predator Prevention Act
Supported

It was moved by Halgren, seconded by Winet, and carried unanimously to approve the following:

Consent Calendar
Approved

Purchase Orders D13042 through D13174 totaling \$262,407.18

Purchase Orders

Warrants April 7, 2010 through April 21, 2010 totaling \$601,130.65

Warrants

Zero (0) checks have been processed for Revolving Cash Fund Reimbursements since the last Board meeting.

Revolving Cash Fund Reimbursements from the General Fund

There have been no travel requests since the last Board meeting

Travel

Acceptance of SB 564 Financial Disclosure

SB 564 Financial Disclosure

It was moved by Halgren, seconded by Winet, and carried unanimously to adopt Resolutions 09-10-26 through 09-10-29, Designating Authorized Agents and Signatures.

Res. 26-29, Authorized Agents & Signatures
Adopted

It was moved by Duff, seconded by Winet, and carried unanimously to accept with thanks the following gifts: \$618.00 from Homa Karimabadi of Sciberquest, Inc. to Kempton Elementary School to be used for 5th-grade students to travel to University of California, San Diego and get a hands-on tour of the Supercomputer facility and the UCSD campus; and \$614.10 from *Box Tops for Education* to Murray Manor Elementary School to be used for instructional supplies.

Gifts – KEM & MUM
Accepted with thanks

It was moved by Halgren, seconded by Winet, and carried unanimously to authorize staff to conduct a student excursion – Spring Valley Middle School AVID Program.

Student Excursion – SVMS
Authorized

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Winet, seconded by Halgren, and carried unanimously to approve standard Human Resources recommendations as amended to include five additional Lecturer/Presenter and/or Short-Term Employment forms.

Human Resources Recommendations
Approved as amended

It was moved by Halgren, seconded by Winet, and carried unanimously to adopt Resolution 09-10-30, Consideration of Final Resolution to Reduce or Eliminate Certain Certificated Services.

Res. 30, Final Resolution to Reduce/Eliminate Certificated Services
Adopted

It was moved by Halgren, seconded by Winet, and carried unanimously to adopt Resolution 09-10-31, Lay Off and/or Reduction in Hours of Classified Employees.

Res. 31, Lay Off/Reduction of Classified Employees
Adopted

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Duff announced he met with Mayor Art Madrid, City of La Mesa, to discuss the community park the City is installing on private property across the street from Maryland Avenue Elementary School. This park will be a visual and instructional benefit to our students.

Mr. Baber announced that he, Claudia Bender and the Superintendent attended the 50th anniversary celebration at Maryland Avenue Elementary School. Teachers who taught in the District in the 1950s as well as in 1960 when Maryland Avenue opened were in attendance.

The Superintendent announced the District Awards/Retirement Celebration will be held on May 20. Discussion was held regarding a date for a Board Study Session to hear recommendations from the Budget Study Committee. It was decided this meeting will be held at 5:30 p.m. prior to the regular Board meeting on May 18.

Mr. Winet announced that, approximately a year ago, an idea was brought to the Board for renovation of a baseball field at Spring Valley Middle School. Through the efforts of the Knights Baseball program, there is now a community baseball park at the southwest corner of Spring Valley Middle School.

At 8:30 p.m. the President announced a recess.

CLOSED SESSION

At 8:40 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; and negotiations update – Non-represented Employee Groups. The Superintendent, Board, and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

The meeting was adjourned at 9:43 p.m.

Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held May 18, 2010.

Bill Baber, Clerk of the Board of Education