

La Mesa-Spring Valley School District

Board of Education

October 2, 2012

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**

NEW BUSINESS

BUSINESS SERVICES

- | | | |
|----|---|--------|
| 1. | Consent Calendar* | Action |
| a. | Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements | |
| b. | Approval of Travel | |

LEARNING SUPPORT

- | | | |
|----|---|----------------|
| 1. | Acceptance of Gifts –Fletcher Hills and Murdock Elementary Schools | Action |
| 2. | Approval of Agreements for Private Vehicle Transportation In-Lieu of Transportation | Action |
| 3. | Authorization to Enter into an Expanded Special Education Master Contract with Aseltine School | Action |
| 4. | Authorization to Enter into a Memorandum of Understanding with San Diego Unified School District to Provide Title I Services to St. Martin of Tours Academy and St. Michael’s Academy | Action |
| 5. | Authorization to Participate in the Natural Helpers Program Training | Action |
| 6. | Acceptance of Uniform Complaint Quarterly Report | Action |
| 7. | Resolution 12-13-13, Participation in Drug Awareness/Red Ribbon Week | Roll Call Vote |
| 8. | Authorization to Enter into Memorandum of Agreement with the After School Education and Safety (ASES) Program | Action |

HUMAN RESOURCES RECOMMENDATIONS

- | | | |
|----|---|----------------|
| 1. | Standard Human Resources Recommendations | Action |
| 2. | Resolution 12-13-14, Elimination and/or Reduction of Classified Positions | Roll Call Vote |

SUPERINTENDENT

1. Discussion regarding *Student Health and Wellness – Link to Learning* CSBA Facilitated Board Study Session Action

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)
2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)
3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)
4. Conference with Legal Counsel – Anticipated Litigation (1 case) (GC 54956.9)

ADJOURNMENT

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
October 2, 2012**

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
October 2, 2012**

PREPARED BY: **Brian Marshall**
 Superintendent

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

Action Item

Purchase orders, warrants and revolving cash fund reimbursements issued since the last Board meeting will be available at the meeting for review by the Board.

The following are submitted for ratification:

- I. Purchase Orders: 215 purchase orders have been processed, numbered G40890 through G41104, totaling \$547,625.97.

- II. Warrants: 194 warrants have been issued, dated September 10, 2012 through September 19, 2012, totaling \$686,350.83.

- III. Revolving Cash Fund Reimbursements: Two (2) checks have been processed, totaling \$3,028.00.

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>
RC1680	09/07/12	U.S. Postal Service	Postage Meter	\$3000.00
RC1681	09/10/12	Carolynn A. Evans	Payroll	\$ 28.00

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (2) CHECKS PROCESSED TOTALING \$3,028.00**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
October 2, 2012**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **B-1b New Business (Consent Calendar)**
 Approval of Travel

Action Item

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the travel of the people listed as attached.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
TRAVEL/CONFERENCE ATTENDANCE REQUESTS**

NAME	TRAVEL/CONFERENCE	CITY/STATE	DATES	REGISTRATION FEE
Kathie Perkins Non-Employee	San Diego CUE Conference	San Marcos, CA	11/3/12	\$60.00
Dennis Wetjen Non-Employee	San Diego CUE Conference	San Marcos, CA	11/3/12	\$60.00
Chris Small Non-Employee	San Diego CUE Conference	San Marcos, CA	11/3/12	\$60.00
Linda Turner Non-Employee	San Diego CUE Conference	San Marcos, CA	11/3/12	\$60.00

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
October 2, 2012**

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

ITEM NUMBER: LS-1 New Business **Action Item**
Acceptance of Gifts – Fletcher Hills and Murdock Elementary Schools

Fletcher Hills Elementary School PTA would like to donate \$1,000.00 to Fletcher Hills Elementary for the purchase of iPods.

Target Stores would like to \$881.14 to Fletcher Hills Elementary School through the “Take Charge of Education” program. The monies will be used for instructional supplies.

Murdock Elementary School PTA would like to donate \$1,846.00 to Murdock Elementary to pay for study trip buses.

U.S.S. Midway Museum would like to donate \$940.00 to Murdock Elementary for 5th grade classes to attend “On Board with Weather”.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
October 2, 2012**

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

ITEM NUMBER: LS-2 New Business **Action Item**
**Approval of Agreements for Private Vehicle Transportation In-Lieu of
Transportation**

Parents of a Special Education student have requested reimbursement for transportation in-lieu of the District providing this transportation from their place of residence to Springall Academy, located in San Diego. The attached agreement is for the period September 24, 2012 until July 31, 2013.

Parents of a student identified as homeless under the McKinney-Vento Homeless Education Assistance Act have requested reimbursement for transportation in-lieu of the District providing this transportation from their temporary residence to Bancroft Elementary School in a not-to-exceed amount of \$1,740.00. The attached agreement is for the period Sept. 24, 2012 until July 31, 2013.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve these agreements.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT

4750 Date Avenue La Mesa, California 91942-5293 619/668-5700

AGREEMENT FOR IN-LIEU OF TRANSPORTATION

THIS AGREEMENT is entered into this 19th day of September, 2012 between the La Mesa-Spring Valley School District, hereinafter referred to as the District, and xxxxx, hereinafter referred to as the Parent, for xxxxx hereinafter referred to as the pupil.

WITNESSETH:

WHEREAS, it has been determined that in lieu of the District providing transportation service for the Pupil, the Parent will transport the Pupil between his/her place of residence and Springall Academy.

NOW THEREFORE the District and the Parent hereby agree as follows:

THE DISTRICT shall reimburse the Parent for transporting the Pupil a total of 18.66 miles per day of actual transportation of the Pupil at .55 per mile, payable monthly upon presentation and verification of an invoice and daily mileage report to the District. The maximum number of days of transportation covered by this Agreement shall not exceed 166 days and the total amount paid under this Agreement shall not exceed \$1,750.00.

THE PARENT SHALL, at his or her expense, carry adequate automobile liability insurance for the duration of this contract to fully protect the Parent and the District from any and all claims for damage to property or for personal injury including death, which may arise while the Parent is performing services under this Agreement. The Parent agrees to indemnify and to hold free and harmless, the District, its officers agents and employees from all liability or loss, and against all claims or actions based upon or arising out of injury to or death of all persons, or damage to or loss of property, caused by acts of the Parent in connection with this Agreement.

It is expressly understood and agreed to by both parties that the Parent, while performing services under this Agreement, is an independent contractor and is not an officer, agent, or employee of the District.

Services under this Agreement shall commence on September 24th, 2012 and shall terminate on July 31, 2013, inclusive, unless terminated sooner by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the District and the Parent have executed this agreement effective as of the date first written above and becoming valid upon approval of the La Mesa-Spring Valley School District Board of Education.

Parent Signature

District Signature

Date

Date

Approved by the Governing Board on: _____

Budget Approval By: _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT

4750 Date Avenue La Mesa, California 91942-5293 619/668-5700

AGREEMENT FOR IN-LIEU OF TRANSPORTATION

THIS AGREEMENT is entered into this 21st day of September, 2012 between the La Mesa-Spring Valley School District, hereinafter referred to as the District, and xxxxxx, hereinafter referred to as the Parent, for xxxxxx hereinafter referred to as the pupil.

WITNESSETH:

WHEREAS, it has been determined that in lieu of the District providing transportation service for the Pupil, the Parent will transport the Pupil between his/her place of residence and Bancroft Elementary.

NOW THEREFORE the District and the Parent hereby agree as follows:

THE DISTRICT shall reimburse the Parent for transporting the Pupil a total of 21 miles per day of actual transportation of the Pupil at .55 per mile, payable monthly upon presentation and verification of an invoice and daily mileage report to the District. The maximum number of days of transportation covered by this Agreement shall not exceed 149 days and the total amount paid under this Agreement shall not exceed \$1,740.00.

THE PARENT SHALL, at his or her expense, carry adequate automobile liability insurance for the duration of this contract to fully protect the Parent and the District from any and all claims for damage to property or for personal injury including death, which may arise while the Parent is performing services under this Agreement. The Parent agrees to indemnify and to hold free and harmless, the District, its officers agents and employees from all liability or loss, and against all claims or actions based upon or arising out of injury to or death of all persons, or damage to or loss of property, caused by acts of the Parent in connection with this Agreement.

It is expressly understood and agreed to by both parties that the Parent, while performing services under this Agreement, is an independent contractor and is not an officer, agent, or employee of the District.

Services under this Agreement shall commence on September 24th, 2012 and shall terminate on July 31, 2013, inclusive, unless terminated sooner by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the District and the Parent have executed this agreement effective as of the date first written above and becoming valid upon approval of the La Mesa-Spring Valley School District Board of Education.

Parent Signature

District Signature

Date

Date

Approved by The Governing Board on: _____

Budget Approval By: _____

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
October 2, 2012**

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

ITEM NUMBER: LS-3 New Business **Action Item**
**Authorization to Enter into an Expanded Special Education Master
Contract with Aseltine School**

The District contracts with California-certified nonpublic schools/agencies to provide services to a student when the District is unable to provide an appropriate special education program. At this time a number of students require the services of nonpublic schools/agencies.

In September approval was granted to contract with Aseltine School, a nonpublic school. The original budget amount was \$105,000.00. Due to the enrollment of a new student, it is necessary to increase the budget in a not-to exceed amount of \$36,500.00 for a total of \$141,500.00:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/13	\$1,202,500.00
Expanded contract for Aseltine School	Not to exceed \$ 36,500.00
Total encumbered cost for all nonpublic schools/agencies	\$ 1,239,000.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into an expanded special education master contract with Aseltine School for the 2012-13 school year.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
October 2, 2012**

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

ITEM NUMBER: LS-4 New Business **Action Item**
Authorization to Enter into a Memorandum of Agreement with San Diego Unified School District to Provide Title I Services to Saint Martin of Tours Academy and St. Michael's Academy

As a participant in the federally funded Title I program, and under requirements for that program, the District is to provide Title I services to eligible students at non-public schools. Currently, the District provides services to seven non-public schools whose addresses fall within the District's attendance area and/or have students who reside in a District Title I school attendance area.

Saint Martin of Tours Academy is a non-public school located in the District's attendance area. They have two eligible students living in a Title I school attendance area within this District. St. Martin of Tours Academy administration has requested San Diego Unified School District provide services as an independent contractor to all of their Title I eligible students, regardless of their address. California Government Code section 53060 allows a memorandum of agreement between districts to provide services to Title I eligible students. The District will be invoiced in a not-to-exceed amount of \$365.00

St. Michael's Academy is a non-public school located in the San Diego Unified School District's attendance area. They have two eligible students living in a Title I school attendance area within this District. St. Michael's administration has requested San Diego Unified School District provide services, as well, to their Title I eligible students, regardless of their address. The District will be invoiced in a not-to-exceed amount of \$365.00.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Memorandum of Agreements with San Diego Unified School District to provide Title I services to St. Martin of Tours Academy and St. Michael's Academy.

AGREEMENT BETWEEN
LA MESA SPRING VALLEY SCHOOL DISTRICT
AND
SAN DIEGO UNIFIED SCHOOL DISTRICT

This agreement is entered into by and between the La Mesa-Spring Valley School District (hereinafter referred to as “District”) and the San Diego Unified School District (hereinafter referred to as “Provider”), for the provision of additional instruction or tutoring services provided to Grade K-8 students from St. Martin of Tours who reside in Title 1 attendance areas of the District. These additional instruction or tutoring services (hereinafter referred to as “Title 1 services”) will be offered to students identified by the District.

WHEREAS, the District and the Provider participate in the federally funded Title 1 program, and under requirements for that program, additional educational services are to be offered to eligible students at non-public schools; and

WHEREAS, the Provider is currently offering services at St. Martin of Tours in San Diego due to the number of eligible students attending that school that reside in the Provider’s attendance areas; and

WHEREAS, the District does not have sufficient staff available to provide such required services; and

WHEREAS, California Government Code section 53060 grants the District the authority to contract with and employ persons for the furnishing to the District of special services if such persons are specially trained, experienced, and competent to perform the special services requested; and

WHEREAS, the Provider is experienced in and qualified for providing services to pupils as part of the Title 1 Program;

NOW, THEREFORE, the parties hereto agree as follows:

1. Provision of Program. The Provider agrees to provide Title 1 services to eligible students that reside in the Title 1 attendance areas from the District. At this date, there have been 2 (two) students identified by the District for services. These services will comply with all provisions of the No Child Left Behind Act of 2001 and shall consist of instruction or tutoring in Reading, Language, and/or Mathematics. The services will be in addition to the regular instruction students receive in St. Martin of Tour’s classrooms.
2. Hours. The Provider shall determine the hours necessary for services, and services should be in the same manner as those offered to students from the Provider’s attendance areas. Services should meet the needs of the individual eligible student in the program.
3. Eligible Pupils. The District will identify eligible pupils for services attending St. Martin of Tours. Any changes to the initially identified 2 (two) students will be communicated to the Provider in writing, with mutual agreement on any possible changes in services.

4. Staff. The Provider shall establish minimum qualifications for each staff position providing services to students. Such staff members are employed or contracted by the Provider and must meet all minimum qualifications for such positions. All staff servicing students shall be subject to the health screening and fingerprint clearance requirements established by law.
5. Term. The term of this Agreement shall be from November 14, 2012 through June 30, 2013, with four (4) one (1) year renewal options, in accordance with the terms and conditions of this Agreement.
6. Compensation. The District shall pay the Provider for services according to the following schedule:
 - a. For the eligible students from the District's Title 1 attendance areas identified by the District, the District will pay a total not to exceed \$365.00 for instructional services offered from November 14, 2012 through June 30, 2013.
 - b. Services will be provided for a minimum of 1 student, not to exceed 3 students, for the length of the Agreement, to provide identical Title I Services to the District's students as being provided students from the Provider's attendance area. If the District's student is no longer eligible, the District will notify the Provider to cease services. The District will not be responsible to pay the Provider once the District notifies the Provider that the student is no longer eligible.
 - c. The last full month of Title 1 services will be May 2013. This will allow for different end of school year dates among the District, the Provider, and St. Martin of Tours.
 - d. Eligible students will be enrolled in the services beginning in November 2012, and 2 equal payments will be made for these services. The first service period will commence with services in November 2012 through February 2013. A second service period will constitute the services provided from March 2013 through May 2013. The Provider will forward a service period invoice to the District in care of Nancy Steiger, Administrative Assistant. The District shall review and, if acceptable, pay the Provider's invoice within thirty (30) days of receipt.

7. Independent Contractor Status. The Provider is at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement acting as an independent contractor and not as an officer, agent, or employee of the District.
8. Workers' Compensation. The Provider shall provide workers' compensation insurance covering all employees of Provider employed in the Title 1 services.
9. Indemnification. The District and the Provider each agree to defend, indemnify and hold the other harmless from any and all loss, damages, lawsuits, attorneys' fees and costs, penalties, costs, and liabilities which are directly and reasonably related to any claim for loss or damage to property, and injuries to or death of persons, including employees, caused by or resulting from the indemnifying party's negligence, willful misconduct, or breach of this agreement.

As the district of residence for these Title 1 students at St. Martin of Tours, the District will indemnify the Provider against the performance of all natural responsibilities pertaining to the No Child Left Behind Act requirements related to districts of residence and non-public school students.

10. Insurance. The District and the Provider each shall agree to name each other as an additional insured under its policy of liability insurance for the purposes and responsibilities of this agreement.
11. Audit. The Provider agrees to maintain and preserve until three (3) years after termination of this Agreement and to permit the State of California, San Diego County Department of Education, or the District, to have access to and examine and audit any pertinent books, documents, papers, or records related to this Agreement.
12. Compliance with Law. The Provider agrees to comply with all federal, state, and local laws and regulations applicable with respect to its performance under this Agreement, including, but not limited to, licensing, employment, including nondiscrimination and wage and hour laws.
13. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties hereto concerning the matters set forth herein. No prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.
14. Amendment. No changes in the responsibilities of the Provider and/or District to be performed hereunder shall become effective until mutually agreed upon by Provider and District in writing. Such changes as are mutually agreed to by Provider and District which require additional services or a reduction in services under the Agreement as provided herein shall be incorporated in written amendments to this Agreement.
15. Termination. Once initiated, this Agreement should not be terminated, except for severe extenuating circumstances, upon sixty (60) days written notice by either party

to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

16. Notices. Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, shall be served either by personal or delivered by certified mail, addressed to the following party as follows:

PROVIDER:

Arthur S. Hanby
Strategic Sourcing and Contracts Officer
San Diego Unified School District
2351 Cardinal Lane, Building M
San Diego, CA 92123

DISTRICT:

Karen Walker, Ed.D.
Assistant Superintendent, Learning Support
La Mesa-Spring Valley School District
4750 Date Ave.
La Mesa, CA 91942

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

La Mesa Spring Valley School District

San Diego Unified School District

By: _____

By: _____
ARTHUR S. HANBY JR., CPPO, C.P.M, CPPB
Strategic Sourcing and Contracts Officer

APPROVED AS TO FORM AND LEGALITY

Approved in a public meeting of the Board of Education of the San Diego Unified School District

Date: _____

Date: _____

Amy J. Bozone, Assistant General Counsel
SAN DIEGO UNIFIED SCHOOL DISTRICT

Cheryl Ward, Board Action Officer
San Diego Unified School District Board of Education

AGREEMENT BETWEEN
LA MESA SPRING VALLEY SCHOOL DISTRICT
AND
SAN DIEGO UNIFIED SCHOOL DISTRICT

This agreement is entered into by and between the La Mesa-Spring Valley School District (hereinafter referred to as “District”) and the San Diego Unified School District (hereinafter referred to as “Provider”), for the provision of additional instruction or tutoring services provided to Grade K-8 students from St. Michael Academy who reside in Title 1 attendance areas of the District. These additional instruction or tutoring services (hereinafter referred to as “Title 1 services”) will be offered to students identified by the District.

WHEREAS, the District and the Provider participate in the federally funded Title 1 program, and under requirements for that program, additional educational services are to be offered to eligible students at non-public schools; and

WHEREAS, the Provider is currently offering services at St. Michael Academy in San Diego due to the number of eligible students attending that school that reside in the Provider’s attendance areas; and

WHEREAS, the District does not have sufficient staff available to provide such required services; and

WHEREAS, California Government Code section 53060 grants the District the authority to contract with and employ persons for the furnishing to the District of special services if such persons are specially trained, experienced, and competent to perform the special services requested; and

WHEREAS, the Provider is experienced in and qualified for providing services to pupils as part of the Title 1 Program;

NOW, THEREFORE, the parties hereto agree as follows:

17. Provision of Program. The Provider agrees to provide Title 1 services to eligible students that reside in the Title 1 attendance areas from the District. At this date, there has been 2 (two) student identified by the District for services. These services will comply with all provisions of the No Child Left Behind Act of 2001 and shall consist of instruction or tutoring in Reading, Language, and/or Mathematics. The services will be in addition to the regular instruction students receive in St. Michael Academy classrooms.
18. Hours. The Provider shall determine the hours necessary for services, and services should be in the same manner as those offered to students from the Provider’s attendance areas. Services should meet the needs of the individual eligible student in the program.
19. Eligible Pupils. The District will identify eligible pupils for services attending St. Michael Academy. Any changes to the initially identified (2) two student will be communicated to the Provider in writing, with mutual agreement on any possible changes in services.

20. Staff. The Provider shall establish minimum qualifications for each staff position providing services to students. Such staff members are employed or contracted by the Provider and must meet all minimum qualifications for such positions. All staff servicing students shall be subject to the health screening and fingerprint clearance requirements established by law.
21. Term. The term of this Agreement shall be from November 14, 2012 through June 30, 2013, with four (4) one (1) year renewal options, in accordance with the terms and conditions of this Agreement.
22. Compensation. The District shall pay the Provider for services according to the following schedule:
- a. For the eligible students from the District's Title 1 attendance areas identified by the District, the District will pay a total not to exceed \$365.00 for instructional services offered from November 14, 2012 through June 30, 2013.
 - b. Services will be provided for a minimum of 1 student, not to exceed 3 students, for the length of the Agreement, to provide identical Title I Services to the District's students as being provided students from the Provider's attendance area. If the District's student is no longer eligible, the District will notify the Provider to cease services. The District will not be responsible to pay the Provider once the District notifies the Provider that the student is no longer eligible.
 - c. The last full month of Title 1 services will be May 2013. This will allow for different end of school year dates among the District, the Provider, and St. Michael Academy.
 - d. Eligible students will be enrolled in the services beginning in November 2012, and 2 equal payments will be made for these services. The first service period will commence with services in November 2012 through February 2013. A second service period will constitute the services provided from March 2013 through May 2013. The Provider will forward a service period invoice to the District in care of Nancy Steiger, Administrative Assistant. The District shall review and, if acceptable, pay the Provider's invoice within thirty (30) days of receipt.

23. Independent Contractor Status. The Provider is at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement acting as an independent contractor and not as an officer, agent, or employee of the District.
24. Workers' Compensation. The Provider shall provide workers' compensation insurance covering all employees of Provider employed in the Title 1 services.
25. Indemnification. The District and the Provider each agree to defend, indemnify and hold the other harmless from any and all loss, damages, lawsuits, attorneys' fees and costs, penalties, costs, and liabilities which are directly and reasonably related to any claim for loss or damage to property, and injuries to or death of persons, including employees, caused by or resulting from the indemnifying party's negligence, willful misconduct, or breach of this agreement.

As the district of residence for these Title 1 students at St. Michael Academy, the District will indemnify the Provider against the performance of all natural responsibilities pertaining to the No Child Left Behind Act requirements related to districts of residence and non-public school students.

26. Insurance. The District and the Provider each shall agree to name each other as an additional insured under its policy of liability insurance for the purposes and responsibilities of this agreement.
27. Audit. The Provider agrees to maintain and preserve until three (3) years after termination of this Agreement and to permit the State of California, San Diego County Department of Education, or the District, to have access to and examine and audit any pertinent books, documents, papers, or records related to this Agreement.
28. Compliance with Law. The Provider agrees to comply with all federal, state, and local laws and regulations applicable with respect to its performance under this Agreement, including, but not limited to, licensing, employment, including nondiscrimination and wage and hour laws.
29. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties hereto concerning the matters set forth herein. No prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.
30. Amendment. No changes in the responsibilities of the Provider and/or District to be performed hereunder shall become effective until mutually agreed upon by Provider and District in writing. Such changes as are mutually agreed to by Provider and District which require additional services or a reduction in services under the Agreement as provided herein shall be incorporated in written amendments to this Agreement.
31. Termination. Once initiated, this Agreement should not be terminated, except for severe extenuating circumstances, upon sixty (60) days written notice by either party

to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

32. Notices. Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, shall be served either by personal or delivered by certified mail, addressed to the following party as follows:

PROVIDER:
Arthur S. Hanby
Strategic Sourcing and Contracts Officer
San Diego Unified School District
2351 Cardinal Lane, Building M
San Diego, CA 92123

DISTRICT:
Karen Walker, Ed.D.
Assistant Superintendent, Learning Support
La Mesa-Spring Valley School District
4750 Date Ave.
La Mesa, CA 91942

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

La Mesa Spring Valley School District

San Diego Unified School District

By: _____

By: _____
ARTHUR S. HANBY JR., CPPO, C.P.M, CPPB
Strategic Sourcing and Contracts Officer

APPROVED AS TO FORM AND LEGALITY

Approved in a public meeting of the Board of Education of the San Diego Unified School District

Date: _____

Date: _____

Amy J. Bozone, Assistant General Counsel
SAN DIEGO UNIFIED SCHOOL DISTRICT

Cheryl Ward, Board Action Officer
San Diego Unified School District Board of Education

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
October 2, 2012**

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

ITEM NUMBER: LS-5 New Business **Action Item**
Authorization to Participate in the Natural Helpers Program Training

The Natural Helpers Program is a peer assistance training program for students developed by Comprehensive Health Education Foundation (CHEF) and used in districts throughout the nation. It was first implemented in La Mesa-Spring Valley during the 1990-91 school year.

Authorization is requested for Spring Valley Middle School (SVMS) to participate in the Natural Helpers Program training for the 2012-13 school year at Indian Hills Camp located in Jamul. Thirty-two 7th- and 8th-grade students, along with advisor Bruce Crenshaw and two certificated staff members, will depart SVMS at 9:00 a.m. on October 24 and return at 1:30 p.m. on October 26. Students will be selected by their peers, with staff input, and will be trained in communication and helping skills. The cost for the program will be paid from ASB funds.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to participate in the Natural Helpers Program training for the 2012-13 school year.

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ITEM NUMBER: LS-6 New Business
Acceptance of Uniform Complaint Quarterly Report

Action Item

As previously reported, the Williams Settlement required each school district to revise its Uniform Complaint Procedures by January 1, 2005 to include issues related to instructional materials, emergency facilities, and teacher vacancies and misassignments.

Beginning with the quarter ending March 31, 2005, each district must submit a quarterly report to the San Diego County Office of Education (SDCOE) indicating the number of complaints in each area that have been received, resolved, and unresolved. The report must be publicly reported on a quarterly basis at a regularly scheduled meeting of the district's governing board.

ADMINISTRATIVE RECOMMENDATION

Acceptance is requested for the attached Quarterly Complaint Report Summary for the quarter ending September 30, 2012.

Williams Settlement Legislation

Quarterly Uniform Complaint Report Summary

For submission to School District Governing Board and County Office of Education

District Name: La Mesa – Spring Valley School District

Quarter covered by this report: July 1, 2012 – September 30, 2012

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
Totals	0	0	0

Submitted by: Karen Walker, Ed.D.

Title: Assistant Superintendent, Learning Support

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Assistant Superintendent, Learning Support

ITEM NUMBER: LS-7 New Business **Action Item**
Resolution 12-13-13, Participation in Drug Awareness/Red Ribbon Week

ROLL CALL VOTE

October 24 – 31, 2012 has been declared by the San Diego County Board of Supervisors as San Diego Drug Awareness Week and the Red Ribbon Campaign. This program provides a variety of services and materials to assist schools in the development of comprehensive drug prevention programs including:

- Staff Training and Student Curriculum
- Character Education/School Violence Reduction Programs
- Natural Helpers Program
- Parent Education Trainings
- Support of Red Ribbon Week, Community Drug Education Events, and the Great American Smokeout
- Library Books, Videos, and Drug Education Resource Materials

Activities are planned throughout the county to support the Red Ribbon Campaign. Each school will prepare its program with support and assistance from the PTA and District Office. Activities may include:

- Classroom speakers
- Assemblies
- The wearing of red ribbons or red identification bracelets in support of a drug-free environment
- The signing of “No-Use” student and staff pledge cards

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution endorsing Drug Awareness Week and the Red Ribbon Campaign.

