La Mesa-Spring Valley School District

Board of Education

March 18, 2014

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, March 18, 2014 - 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 MEETING(S) — Action

COMMUNICATIONS

APPROVAL OF AGENDA — Action

HEARING

1. Public Hearing – General Matters Regarding Education

NEW BUSINESS

SUPERINTENDENT

1. Authorization to Enter into a Ground Lease with The Boys & Girls Clubs of East County — Action

REPORTS OF OFFICERS OF THE BOARD

1. District Facilities, Vehicles, Equipment, and Technology Infrastructure Report — Information

NEW BUSINESS (cont.)

SUPERINTENDENT (cont.)

2. Resolution 13-14-14, Teacher Appreciation Week — Roll Call Vote
3. Resolution 13-14-15, Classified School Employees Week — Roll Call Vote
4. Resolution 13-14-16, Administrative Employees Week — Roll Call Vote

BUSINESS SERVICES

1.	Consent Calendar*	Action
	a. Ratification of Purchase Orders and Warrants	
	b. Approval and Ratification of Travel	
2.	Award of Contract for Audit Services	
3.	Authorization to Order CALNET III Services with AT&T	
4.	Resolution 13-14-17, A Resolution of the Board of Education of the La Mesa-Spring Valley School District Approving the Forms of Preliminary Official Statement, Purchase Contract and Escrow Agreement Prepared in Connection with the Issuance of La Mesa-Spring Valley School District (San Diego County, California) 2014 General Obligation Refunding Bonds, Series A and Series B	Roll Call Vote

LEARNING SUPPORT

1.	Acceptance of Gifts – La Mesa Arts Academy/La Mesa Middle; La Presa, Parkway, and Spring Valley Middle Schools; and Peter Pan Junior Theater	Action
2.	Authorization to Enter into Expanded Special Education Master Contracts with Aseltine School and Excelsior Academy for the 2013-14 School Year	Action
3.	Acceptance of Gift – La Mesa Arts Academy/La Mesa Middle School	Action
4.	Authorization to Ratify Common Core State Standards (CCSS) Implementation Funding Plan	Action

HUMAN RESOURCES RECOMMENDATIONS

1.	Standard Human Resources Recommendations	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)

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
March 18, 2014

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
March 18, 2014

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **S-1 New Business** **Action Item**

Authorization to Enter into a Ground Lease with The Boys & Girls Clubs of East County

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As the Board is aware, the District has partnered with The Boys & Girls Clubs of East County and the City of La Mesa to build and operate a new Boys & Girls Clubhouse on the La Mesa Middle School Campus. The budget for the project is approximately $9,000,000. To date, over half of that amount has been raised.

The District's contribution to the project is the land on which the Clubhouse will be built. As we are at the midpoint in the fundraising campaign, it is appropriate to formalize this partnership with a long-term Ground Lease.

Attached is the proposed Ground Lease between the La Mesa-Spring Valley School District and The Boys & Girls Clubs of East County. Attachment 2 is an Aerial Site Plan of the premises. The lease has a 50-year term with an option for an additional 50 years. Rent has been set at $1.00 per year. The lease has been reviewed by counsel for both the District and the Club and has been approved by both attorneys.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into a Ground Lease between the La Mesa-Spring Valley School District and The Boys & Girls Clubs of East County.

GROUND LEASE

by and between

LA MESA-SPRING VALLEY SCHOOL DISTRICT

and

THE BOYS & GIRLS CLUBS OF EAST COUNTY

dated

_____
(Effective Date)

TABLE OF CONTENTS

		Page
RECITALS		1
1.	LEASE	2
	1.1 Premises	2
	1.2 Acceptance	2
2.	TERM	2
	2.1 Term	2
	2.2 Extension of Term	2
	2.3 Delay in Possession	2
	2.4 Conditions to Ground Lease Obligations	3
3.	RENT	3
4.	USE	3
	4.1 Permitted Use	3
	4.2 Use of Grass Fields	3
	4.3 Occasional Users	4
	4.4 Use by District	4
	4.5 Operation of Club in Accordance with Law	5
5.	CONSTRUCTION OF IMPROVEMENTS	5
	5.1 Initial Improvements	5
	5.2 Subsequent Improvements	6
	5.3 Approval of Subsequent Improvement Plans	6
	5.4 Timeline for Initial Construction	6
	5.5 Construction in Compliance with Laws	6
	5.6 Permits, Licenses and Approvals	7
	5.7 Access to Premises for Construction	7
	5.8 Fingerprinting	7
	5.9 Mechanics Liens	8
	5.10 Payment Bond and Completion of Project	8
	5.11 Ownership and Surrender	8
6.	MAINTENANCE, REPAIRS AND SECURITY	9
	6.1 Maintenance of Improvements and Custodial Services	9
	6.2 Access and Security	9
7.	INSURANCE	9
	7.1 Club	9
	7.2 District	10
	7.3 Notification	10
8.	INDEMNITY	10
	8.1 Indemnity by Club	10

8.2 Indemnity by District 11
8.3 Club's Personal Property 11

9. UTILITIES AND TAXES 11
9.1 Utilities 11
9.2 Payment of Taxes 11

10. HAZARDOUS MATERIALS 11
10.1 Compliance 11
10.2 Notice 12
10.3 Indemnification 12
10.4 Survive Termination 12
10.5 Definition of Hazardous Material 12

11. DEFAULTS 12
11.1 Failure to Pay Rent or Other Money 13
11.2 Failure to Act 13
11.3 Prohibited Act 13

12. REMEDIES 13
12.1 Intention 13
12.2 Termination 13
12.3 Additional Remedies 13

13. ASSIGNMENT 13

14. NOTICES 13

15. ATTORNEY'S FEES 14

16. RULES AND REGULATIONS 14

17. MISCELLANEOUS 14
17.1 Time of Essence 14
17.2 No Agency 14
17.3 Amendments 14
17.4 Severability 14
17.5 Covenants and Conditions 14
17.6 Governing Law 14
17.7 Successors and Assigns 14
17.8 Authority 14
17.9 Effective Date 14
17.10 Recording 15
17.11 Construction of Language 15
17.12 Accessibility Inspection Disclosure 15
17.13 Exhibits 15

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – DEPICTION OF PREMISES AND GRASS FIELDS

GROUND LEASE

La Mesa-Spring Valley School District

and

The Boys & Girls Clubs of East County

This Ground Lease ("**Ground Lease**"), dated March 18, 2014 and effective upon full execution and authorization by the District's governing board ("**Effective Date**"), is between the LA MESA–SPRING VALLEY SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("**District**") as lessor and the BOYS & GIRLS CLUBS OF EAST COUNTY FOUNDATION, INC., a California nonprofit corporation ("**Foundation**") and the BOYS & GIRLS CLUBS OF EAST COUNTY, INC., a California nonprofit corporation ("**East County Club**" and, jointly with Foundation, "**Club**") as lessee. District, Foundation and East County Club may be referred to in this Ground Lease individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. District owns the real property located at 4200 Parks Avenue, La Mesa 91941, County of San Diego, State of California, commonly known as La Mesa Middle School and legally described in Exhibit A - Legal Description of Property, attached hereto and incorporated herein by reference ("**Property**") and operates a middle school on the Property.

B. Club desires to ground lease real property on which to construct and operate a Boys & Girls Clubhouse and Gymnasium ("**Clubhouse**" and "**Gymnasium,**" together, the "**Project**") which would serve the local community, including the student population in the District's attendance area.

C. District has determined that the western most portion of the Property, a general area immediately adjacent to the lower grass fields bordering the property line of the school campus known as the lower basketball courts, depicted on Exhibit B - Premises, attached hereto and incorporated herein by reference ("**Premises**") is not now and will not in the foreseeable future be needed for classroom purposes.

D. Club desires to lease the Premises from District for construction and operation of its Clubhouse and Gymnasium and District desires to lease the Premises to Club for such use.

E. District is authorized under Section 17455 of the California Education Code to lease property which is not now and will not in the foreseeable future be needed for classroom purposes.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Lease.

1.1 Premises. District hereby leases to Club and Club leases from District, the Premises, depicted on Exhibit B. The Parties agree and understand that, prior to the commencement of operation of the Clubhouse and Gymnasium, the Foundation shall control and be responsible for obligations under this Ground Lease. During that time, the Foundation shall conduct the fund raising and process the plans and other elements for development of the Project. Upon the commencement of operations, the East County Club shall become the sole responsible ground lessee of the Premises and the Foundation shall be relieved of further obligations hereunder. The East County Club acknowledges it is responsible for compliance with all terms and obligations of this Ground Lease beginning upon the Effective Date through the expiration or earlier termination as defined herein.

1.2 Acceptance.

1.2.1 By signing this Ground Lease, Club represents and warrants that, prior to the end of the contingencies described below it will have independently inspected the Premises and made all surface and subsurface tests, investigations, and observations necessary to satisfy itself of the condition of the Premises and accepts the Premises "as is".

1.2.2 District represents and warrants that, to the best of its knowledge, it has not received any notice from any party, including any governmental agency, that the Premises or Property are in violation of any statute, law, regulation or Hazardous Materials law (as defined in paragraph 10); or that the Premises or Property are the subject of any claim or controversy; or that the Premises or Property are the subject of any condemnation proceeding.

1.2.3 District represents and warrants that it owns the Property in fee simple, which, to its knowledge, is unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, not stated within, which would adversely affect Club's use and enjoyment of the Premises, which are part of the Property.

2. Term.

2.1 Term. The term ("**Term**") of this Lease is for a period of fifty (50) years, commencing on the start date of construction (defined as the first day delivery of materials and/or equipment for construction occurs, which is anticipated to be July 1, 2015) ("**Commencement Date**") and ending at 11:59 p.m. on the date fifty (50) years after the Commencement Date (anticipated to be June 30, 2065) ("**Expiration Date**") unless sooner terminated under the terms of this Ground Lease. On request by either Party, the Parties will execute a Ground Lease amendment acknowledging the actual Commencement Date.

2.2 Extension of Term. At any time prior to the Expiration Date, the Parties may mutually agree to extend the Expiration Date by up to an additional fifty (50) years, subject to any laws then in effect.

2.3 Delay in Possession. If for any reason District cannot deliver possession of the Premises to Club on the Commencement Date as provided in paragraph 2.1, District shall not be subject to any liability nor shall such failure affect the validity of this Ground Lease or the obligations of Club under it or extend the Term. However, Club shall not be obligated to pay rent or perform any other obligation until possession of the Premises is tendered to Club. In the event the delivery of possession is delayed for more than six (6) months, Club shall have the option to terminate this Lease by written notice to District.

2.4 Conditions to Ground Lease Obligations. This Ground Lease shall be effective upon the Effective Date, but may be terminated by Club at any time prior to commencement of construction by written notice to District, in the event of the failure of any of the following conditions:

2.4.1 Club raising adequate funds for construction of the Project and an endowment for the operation and maintenance of the Project in a timely manner to carry forward the plans;

2.4.2 Obtaining the cooperation of the City of La Mesa to construct the access road for the Premises in a manner that will allow for the appropriate access to the Clubhouse and Gymnasium;

2.4.3 Obtaining approval of the plans for the Clubhouse and Gymnasium from the Division of the State Architect ("**DSA**") and any other applicable governmental agency, subject to conditions acceptable to the Parties; and

2.4.4 Execution of an acceptable written agreement with La Mesa AYSO for use of a portion of the grass fields and AYSO Facilities (as defined in paragraph 4).

If, at the end of the fifth calendar year following the Effective Date, the conditions listed above have not been fulfilled or waived, either Party may terminate the Ground Lease by written notice to the other Party.

3. Rent. In consideration for Club's construction and operation of Clubhouse and Gymnasium and use of the Gymnasium by District as set forth below, rent for the Premises shall be minimal. Club shall pay District as annual rent for the Premises the sum of One Dollar ($1.00) ("**Rent**"). Club shall pay Rent for the first year on or before the Commencement Date and annually in advance on each anniversary of the Commencement Date for each subsequent year of the Term and each year of any extension.

4. Use.

4.1 Permitted Use. Club shall use the Premises for construction, remodeling, improvement, and maintenance of the Clubhouse and Gymnasium and operation of the Boys & Girls Club programs on the Premises.

4.2 **Use of Grass Fields**. District has a prior agreement with La Mesa American Youth Soccer Organization and its successors ("**La Mesa AYSO**") regarding the use of the grass fields at La Mesa Middle School adjacent to the Premises ("**grass fields**"). This Ground Lease is specifically contingent upon District, Club and La Mesa AYSO executing an agreement by which Club shall have access to a portion of the grass fields immediately adjacent the Clubhouse and Gymnasium approximately 120 feet by 150 feet ("**Club Grass Fields**"), the location of which is depicted on Exhibit B. Access to the Club Grass Fields shall be granted to Club until 5:15 p.m. each day the Club is in operation except when the grass fields are closed for maintenance and/or safety issues (heat, wet etc.). La Mesa AYSO will continue to maintain the grass fields at its expense. At such time that La Mesa AYSO ceases use of the grass fields, District shall grant the use of the Club Grass Fields to Club for the remaining term of this Ground Lease and District shall take over the maintenance of the grass fields. In such event, Club may at any time decline to further use the Club Grass Fields by notice to the District.

4.2.1 **AYSO Facilities.** In consideration of the above described use of the Club Grass Fields, Club agrees to construct as part of the Clubhouse and Gymnasium a storage room (approximately 300 sq. ft.) and ADA compliant restroom facilities to include two single commode unisex restrooms accessible from the grass fields ("**AYSO Facilities**"). For so long as La Mesa AYSO is entitled to use the grass fields, it will have sole use of the AYSO Facilities. Club will charge La Mesa AYSO actual cost for utilities (electric and water) for the AYSO Facilities. La Mesa AYSO will be responsible for all cleaning, maintenance, repair and supplies and any other costs that may arise from the use of the AYSO Facilities and shall keep the AYSO Facilities in good repair and operation. At such time that La Mesa AYSO ceases use of the grass fields, the use and control of the AYSO Facilities shall revert to the Club solely.

4.2.2 **Previous Grass Field Agreement.** The agreement among District, Club and La Mesa AYSO shall further provide that it supersedes any prior agreements written or verbal to the extent that the agreement and the prior agreements conflict. In addition, any provision of any prior agreement between the District and La Mesa AYSO that is not specifically changed in the agreement shall remain valid and in force. The written agreement regarding the AYSO Facilities shall be a condition to this Ground Lease.

4.3 **Occasional Users.** District and Club agree that, subject to state and local law and regulations, Club shall have the right to permit organizations or other agencies to use the Clubhouse/Gymnasium for occasional events that extend beyond the normal hours of operation, provided that such use does not interfere with the District's normal operations (for example, Back to School Night). Occasional use under this paragraph 4.3 shall be coordinated with the principal of La Mesa Middle School.

4.4 **Use by District.**

4.4.1 **Prior to Construction of Improvements.** Prior to commencement of construction on the Premises, District may use the Premises (six basketball courts) at any time, provided that any injury to a person or damage to the Premises caused by District's use of the Premises shall be the responsibility of the District, except in the case where there is gross negligence or willful misconduct on the part of Club. During this period of time, Club may

require access to the Premises for pre-construction tasks, in which case Club and District shall cooperate to schedule such access.

4.4.2 Use of Gymnasium and AYSO Facilities. Upon commencement of operation, La Mesa Middle School and/or the District may use the Gymnasium and AYSO Facilities restrooms during the school year from the start of the school day until two p.m., daily. Scheduling of District/La Mesa Middle School use shall be coordinated by the principal of La Mesa Middle School and the site director of the Gymnasium. The Parties agree that, since prompt and clear communications will be key to effective scheduling, they will cooperate on all scheduling activities. For all times that District/La Mesa Middle School uses the Gymnasium and AYSO Facilities restrooms, District shall be responsible for the supervision of activities and repair of damage caused by District, excluding normal wear and tear. In addition, any injury to a person or damage to the Gymnasium or any other part of the Premises and Improvements or any personal property that is caused by the District/La Mesa Middle School's use of the Gymnasium or AYSO Facilities restrooms shall be the responsibility of the District, except in the case where there is gross negligence or willful misconduct on the part of Club. Furthermore, any injury or damage that occurs during the Club use of the Gymnasium and AYSO Facilities restrooms shall be the responsibility of the Club. For its use of the Gymnasium, Club shall provide District with two (2) sets of keys for the Gymnasium.

4.5 Operation of Club in Compliance with Law. After construction of the Clubhouse and Gymnasium and upon commencement of Club activities, Club agrees to operate the Clubhouse and Gymnasium in accordance with the provisions of the Ground Lease and in compliance with all valid laws, ordinances and regulations of all federal, state, county or local governmental agencies having jurisdiction over the operation of the Clubhouse and Gymnasium, including but not limited to Education Code requirements, the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder, as amended from time to time ("**ADA**"). Separate from ADA requirements for construction of the Gymnasium and Clubhouse, which are described in paragraph 5.5 below, any accommodations for use of the Gymnasium by District's special needs students, such as an aid to assist a special needs student in his or her use of the Gymnasium, shall be the sole responsibility of the District.

5. Construction of Improvements.

5.1 Initial Improvements. Subject to the approvals required in this paragraph 5, Club shall construct the Clubhouse and Gymnasium as improvements to the Premises ("**Initial Improvements**").

5.1.1 District Approval. Prior to submission to DSA for review, all architectural plans, site improvement plans, drawings, specifications and designs, including a timeline ("**Improvement Plans**") shall be submitted to the District for approval, which approval shall not be unreasonably withheld, conditioned or delayed. District shall have ten (10) business days to grant or withhold its approval. The Parties will meet and confer to resolve any concerns raised by the District, which shall be remedied in a fashion mutually agreed upon by the Parties.

5.1.2 **DSA and Other Approvals.** Thereafter, the DSA and any other applicable governmental agency shall be the agencies for approval of the Improvement Plans and to the extent the District, as property owner, is required to sign applications, the District shall cooperate in seeking such approval, provided that District is not responsible for any associated costs. In the event that all required approvals are not granted by DSA and other agencies with conditions that are acceptable to Club, Club may terminate this Ground Lease upon thirty (30) days written notice to District. Upon approval by DSA and prior to the construction commencing, Club shall provide District with copies of all approved plans and permits. Construction of the Initial Improvements shall be done at Club's sole cost and expense, including the expense of design, permitting and construction. Upon completion of the Initial Improvements, Club shall obtain and provide to District a copy of the certificate of occupancy and a complete set of "as built" plans and all inspection records.

5.2 **Subsequent Improvements**. Subsequent improvements or alterations to the Premises ("**Subsequent Improvements**") costing more than Fifty Thousand Dollars ($50,000.00) or that propose to change the footprint of the Premises or any structural modification of the Initial Improvements are subject to the requirements of this paragraph 5.2. Subsequent Improvements costing less than Fifty Thousand Dollars ($50,000.00) and which do not involve any change to the footprint of the Initial Improvements or any structural modifications of the Initial Improvements do not require the prior approval of the District, but are subject to approval by any applicable governmental agency, including DSA. All Subsequent Improvements shall be done at Club's sole cost and expense, including the expense of design, permitting and construction.

5.3 **Approval of Subsequent Improvement Plans**. At least thirty (30) days prior to commencement of any subsequent construction or improvement/remodeling requiring approval pursuant to paragraph 5.2, Club shall deliver Subsequent Improvement Plans to District for its approval, which shall not be unreasonably withheld or delayed. District shall have ten (10) business days to grant or withhold its approval. The Parties will meet and confer to resolve any concerns raised by the District, which shall be remedied in a fashion mutually agreed upon by the Parties.

5.4 **Timeline for Initial Construction.** After obtaining all necessary permits and approvals of the Improvement Plans, Club shall commence construction of the Improvements as soon as practically possible and shall accomplish the completion of the Improvements substantially in accordance with the construction schedule attached as part of the Improvement Plans, if such schedule is requested by District. District and Club acknowledge that there are often unforeseen delays in all construction projects. It is anticipated that construction of the Clubhouse and Gymnasium will require twelve to fifteen months subject to weather, material supplies and other factors.

5.5 **Construction in Compliance with Laws.**

5.5.1 **Improvements**. All Improvements shall be constructed and all work on the Premises shall be performed in accordance with all valid laws, ordinances and regulations of federal, state, county or local governmental agencies having jurisdiction over the Premises, including but not limited to laws promulgated under the California Environmental Quality Act

("**CEQA**"), ADA requirements and DSA approvals. All work performed on the Premises under this Ground Lease shall be done in a good and workmanlike manner.

5.5.2 **Modifications.** In addition, any ADA modifications required on the Property or Premises that result from the initial construction or remodeling of any buildings or other construction on the Property, including the original construction of the Clubhouse and Gymnasium or any subsequent remodeling shall be the responsibility of the Party which is funding and responsible for the construction.

5.5.3 **Indemnification for ADA Violations.** The Party responsible for the installation and maintenance of any ADA accommodation shall defend, indemnify and hold the other Party harmless from and against any and all damages, liabilities, costs and expenses (including but not limited to attorney's fees) incurred by such indemnified Party as a result of any judgment or proceeding against the indemnified Party in which it is determined or alleged that there has been a violation of any law requiring ADA accommodations relating either to the construction, renovation or repair of the Premises, Club Grass Fields or any improvements thereon.

5.6 **Permits, Licenses and Approvals.** Prior to the commencement of any construction on the Premises, Club shall have determined all the requirements for, and shall have obtained, at its own expense, all necessary permits, licenses and other approvals required by applicable law, including CEQA and DSA approvals. On request, Club shall provide written verification to District that all required permits, licenses and approvals have been obtained prior to commencement of construction.

5.7 **Access to Premises for Construction.** The District hereby grants Club and its employees, agents, and contractors the right to enter upon limited areas of the Property (including certain areas as agreed by the Parties prior to commencement of construction) for the purpose of constructing Improvements on the Premises. The Parties will devise reasonable rules for the Club and its contractors regarding access to the Property and hours of operation for construction, taking into account the operations of the District on the Property. All access to and construction on the Property shall comply with applicable requirements of the California Education Code and the City of La Mesa Municipal Code. Club shall construct the Improvements in a manner which reasonably minimizes adverse effects to the operation of La Mesa Middle School or classroom activities, including the establishment of a safe perimeter around the construction site defined by a construction fence. In addition, Club and District shall coordinate to minimize the construction encroachment on the lower grass field at La Mesa Middle School. The indemnification and insurance provisions of this Ground Lease shall apply with respect to Club's construction and use of the Improvements, including any and all staging areas.

5.8 **Fingerprinting**. Club's contractors shall comply with the provisions of California Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, as required by law. Club's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, employed or acting as independent contractors of Club. District shall provide Club

with information regarding the requirements of Education Code section 45125.1, but Club's contractors are responsible for compliance.

5.9 Mechanics Liens. At all times during the term of the Ground Lease, Club shall keep the Premises and Improvements free and clear of all liens and claims of liens for labor, services, materials, supplies or equipment performed on or furnished to the Premises.

5.10 Payment Bond and Completion of Project. Contractors engaged by Club to perform construction services for the Initial Improvements and any Subsequent Improvements requiring approval by District, including site preparation and demolition, shall furnish a payment bond as described below to Club and Club shall then provide evidence of the bonding to District:

5.10.1 Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California in an amount equal to one hundred percent (100%) of the contract price payable under the contract securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of the contract.

5.10.2 Completion of Project. If construction commences and is abandoned or is not completed within three (3) years after commencement, District, at District's sole discretion, may terminate this Ground Lease and require that Club, at its sole cost and expense, demolish the unfinished Improvements and return the Premises to their original state prior to the Effective Date; provided, however, that no such action shall be undertaken by District without prior written notice to Club and at least ninety (90) days opportunity to demonstrate material progress in completing the project.

5.11 Ownership and Surrender.

5.11.1 Ownership. During the Term and any extension, Club is the owner of the Improvements, both Initial Improvements and Subsequent Improvements. Upon expiration or earlier termination of this Ground Lease, the Improvements shall, without compensation to Club, automatically and without any act of Club or any third party become District's property. Fixtures, furniture, personal property and equipment of the Club shall at no time be considered part of the Improvements and shall at all times remain the property of the Club but shall be removed by the Club, at its cost and expense, within a reasonable time following the expiration or earlier termination of this Ground Lease.

5.11.2 Surrender. Club shall surrender possession of the Premises and the Improvements at the expiration or earlier termination of this Ground Lease, free and clear of all liens and encumbrances, other than those, if any, consented to by District, in a clean and orderly condition. Club agrees to execute, acknowledge and deliver to District, at District's request, any instrument reasonably necessary to perfect District's right, title and interest in and to the Improvements and the Property.

5.11.2 Removal/Demolition. If District conditions in writing the approval of any Improvements, District may require Club to demolish all or certain specified and identifiable portions of the Improvements at the expiration or earlier termination of this Ground Lease. No such requirement shall be effective unless, not later than one hundred eighty (180) days prior to

the expiration of the Term then in effect, District delivers to Club a written statement that all or certain specified and identifiable portions of the Improvements be removed and/or demolished in accordance with the conditions of approval. In such event Club will, at its sole cost and expense, prior to the expiration or earlier termination of the Term or no later than one hundred eighty (180) days after expiration or earlier termination of the Term and pursuant to lawful government permits obtained by Club, remove and/or demolish such Improvements (including in such demolition removal of debris and rough grading of the portion(s) of the Premises affected by such demolition) and return the Premises to their original state prior to the Effective Date. If the Ground Lease is terminated early, the process described above shall apply, except that District shall deliver the written statement to Club of which Improvements shall be removed and/or demolished, upon the early termination.

6. Maintenance, Repairs and Security

6.1 Maintenance of Improvements and Custodial Services. Club shall provide its own maintenance and custodial services and supplies and shall keep and maintain the Premises and all Improvements (including the exterior and interior portions of all windows, doors and signs) in good order, condition, and repair and in compliance with all laws and regulations.

6.2 Access and Security. Club shall have access to the Premises at all times, which may differ from school operating hours. Club shall maintain its own security and alarm system for the Premises, if it chooses to have any. Club acknowledges that if District has any security or alarm system on the Property now or in the future, it will not include the Premises.

7. Insurance.

7.1 Club.

7.1.1 Commercial General Liability. Prior to the Commencement Date and continuing at all times during the term of this Ground Lease, Club shall maintain, at Club's expense, commercial general liability insurance, on an occurrence basis, insuring Club and Club's agents, employees and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of the construction, use, occupancy, improvement and maintenance of the Premises and the business operated by Club on the Premises. Such insurance shall have a minimum combined single limit of liability per occurrence of not less than $1,000,000.00 and a general aggregate limit of $2,000,000.00. Such insurance shall name District as additional insured.

7.1.2 Special Form Policy. At all times during the term of this Ground Lease, Club shall maintain, at Club's expense, "special form" insurance in an amount necessary to repair or replace the Improvements in the same manner and at the same location as originally constructed. However, Club shall not be obligated to maintain coverage for earthquake, land movement or ground water.

7.1.3 Worker's Compensation. At all times during the term of this Ground Lease, Club shall maintain Workers' Compensation insurance in accordance with state law.

7.1.4 **Evidence of Insurance**. Prior to the commencement of construction or otherwise accepting possession of the Premises, Club shall deliver to District copies or certificates of insurance for the insurance policies required to be obtained in compliance with this paragraph 7, along with written evidence of payment of required premiums. At least thirty (30) days prior to expiration of any such policy, Club shall deliver to District a certificate evidencing renewal or a new policy, together with evidence of payment of the required premiums. If Club fails to provide to District any such policy or certificate by the required date and within ten (10) days of written demand therefore, District shall have the right, but not the obligation, to procure said insurance and pay the premiums. Any premiums so paid by District shall be repaid by Club to District upon receipt of an invoice, and failure to repay the same, after the appropriate notice and cure period, shall have the same consequences as a default under the Ground Lease.

7.1.5 **Requirements of Insurers**. All insurance policies to be procured by Club shall be issued by insurance companies authorized to do business in the state of California, be written as primary policy coverage and non-contributing with respect to any coverage which District may carry, name District as additional insured, and contain an express waiver of any right of subrogation by the insurance company against District which arises by reason of any payment under such policy or by reason of any act or omission of District, its agents, employees or representatives.

7.2 **District.** At all times during this Ground Lease, District shall maintain, at District's expense, commercial general liability insurance, on an occurrence basis, insuring District and District's agents, employees and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of the construction, use, occupancy, improvement and maintenance of the Premises. Such insurance shall have a minimum combined single limit of liability per occurrence of not less than $1,000,000.00 and a general aggregate limit of $2,000,000.00.

7.3 **Notification.** Each Party shall immediately notify the other Party of any claim or litigation that may result in liability to the other Party.

8. **Indemnity**.

8.1 **Indemnity by Club.** Except to the extent caused by the negligence or willful misconduct of District or La Mesa AYSO, Club shall indemnify and hold District, its Board of Trustees, each member of the Board, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, fines, judgments, awards, mechanics' liens or other liens, losses, damages, expenses, charges or costs of any kind or character (including actual attorneys fees and court costs) (collectively, "**Claims**") arising directly from or indirectly relating to (a) this Ground Lease, (b) labor disputes involving Club or its contractors and agents, (c) the design, construction, repair, alteration, use, occupancy or enjoyment of the Improvements, or (d) from the conduct of Club's business or from any activity, work or thing done, permitted or suffered by Club in or about the Premises, including the Clubhouse and Gymnasium, the Grass Fields, and elsewhere on the Property. Club shall further indemnify and hold District harmless

from and against any and all Claims arising from any breach or default in the performance of any obligation of Club under this Ground Lease or arising from any negligence of Club or any of Club's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such Claim or any resulting action or proceeding. If any action or proceeding is brought against District by reason of any such Claim, Club, upon notice from District, shall defend the same at Club's expense.

8.2 Indemnity by District. Except to the extent caused by the negligence or willful misconduct of Club or La Mesa AYO, District shall indemnify and hold Club, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, fines, judgments, awards, mechanics' liens or other liens, losses, damages, expenses, charges or costs of any kind or character (including actual attorney fees and court costs) (collectively, "**Claims**") arising directly from or indirectly relating to District's (i) ownership of the Property, (ii) use by District of the Grass Fields and the AYSO Facilities, and (iii) use of the Improvements by District. If any action or proceeding is brought against District by reason of any such Claim, District, upon notice from Club, shall defend the same at District's expense.

8.3 Club's Personal Property. District shall not be liable to Club and Club assumes all risk of damage to any fixtures, goods, inventory, merchandise, equipment, records, research, computer hardware and software, leasehold improvements, and other personal property of any nature whatsoever, and District shall not be liable for injury to Club's business or any loss of income related to such damage, unless caused by District's willful misconduct or gross negligence.

9. Utilities and Taxes.

9.1 Utilities. At all times during the term of this Ground Lease, Club shall, in its own name, contract for and pay the expenses of all utility services supplied to the Premises, including but not limited to all telephone, internet connections, electricity, gas, air conditioning, heating, trash, water and sewer units.

9.2 Payment of Taxes. During the term of this Ground Lease, Club shall pay any and all real or personal property taxes levied or assessed by any governmental agency or entity on any Improvements or personal property located on the Premises, and the leasehold estate created by this Ground Lease. Club recognizes and agrees that this Ground Lease may create a possessory interest subject to property taxation and that Club may be subject to the payment of taxes levied on such interest and that Club shall pay all such possessory interest taxes. If Club desires to challenge a tax or assessment, it may do so at its sole cost and expense and District, as property owner, shall cooperate so long as District incurs no cost or is reimbursed by Club for any costs incurred.

10. Hazardous Materials.

10.1 Compliance. During the term of this Ground Lease and at its sole cost, Club shall comply with all laws, statutes, ordinances, codes, regulations and orders relating to the receiving, handling, use, storage, transportation, discharge, release and disposal of Hazardous Material (as

defined below) in or about the Premises or the Improvements. All manifests for disposal of any hazardous materials removed from the Premises shall be signed by an authorized representative of the District. Club shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises or the Improvements in a manner or for a purpose prohibited by any federal, state or local agency or authority.

10.2 Notice. Club shall immediately provide District with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, discharge, release and disposal of Hazardous Material onto or within the Premises or the Improvements, including the soils and subsurface waters thereof, which by law must be reported to any federal, state or local agency, and any injuries or damages resulting directly or indirectly therefrom.

10.3 Indemnification. Club agrees to indemnify District against, and to protect, defend, and save it harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), which result from Club's receipt, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Premises or the Improvements. District shall be responsible for and shall indemnify, protect, defend and hold harmless Club on the same basis as above for any claims which result from District's receipt, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Premises or the Improvements.

10.4 Survive Termination. Club's and District's obligations under this paragraph 10 shall survive the termination of the Ground Lease.

10.5 Definition of Hazardous Material. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

11. Defaults. Failure to cure a breach of any obligation under this Ground Lease, where such failure continues after written notice to the defaulting party and after a thirty (30) day opportunity to cure, shall constitute a default ("**Default**"); provided, however, that if the nature of the breach is such that more than thirty (30) days are reasonably required to cure the breach, then the defaulting party shall not be deemed to be in default if it commences such cure within the thirty (30) day period and thereafter diligently and in good faith continues to cure the breach. Notice as provided for herein shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure section 1161. The occurrence of any one or more of the

following events, subject to the notice and cure procedures stated previously, shall constitute a default:

11.1 Failure to Pay Rent or Other Money. Failure to pay when due any rent, monies or charges required by this Ground Lease.

11.2 Failure to Act. Failure to do any act, other than the payment of rent, monies or charges required by this Ground Lease.

11.3 Prohibited Act. Causing, permitting or suffering to be done any act (i) required by this Ground Lease to have prior written consent, unless such consent is obtained, or (ii) prohibited by this Ground Lease.

12. Remedies.

12.1 Intention. It is the intention of both Parties to work together to find a remedy to any and all disputes. Therefore, the Parties agree that termination and/or legal action shall be the remedy of last resort. In the event of a dispute both Parties agree to meet and work in good faith to find a remedy that preserves this Ground Lease. In the event that a remedy cannot be found, the following actions may be taken.

12.2 Termination. In the event of a default by Club, and without limiting District in the exercise of any additional right or remedy which District may have, District shall be entitled to terminate Club's right to possession of the Premises and any Improvements thereon by delivering written notice of such termination to Club. Within sixty (60) days of Club's receipt of the notice of termination, Club shall surrender possession of the Premises and Improvements to District pursuant to paragraph 5 above. Club may remove such personal property from the Clubhouse/Gymnasium as can be removed without damage to the Clubhouse/Gymnasium. Any property not removed by Club shall become the property of District.

12.3 Additional Remedies. District may seek any additional remedies available at law or equity in addition to termination of the Ground Lease, including but not limited to injunctive relief and damages.

13. Assignment. Club shall not assign or transfer this Ground Lease without the prior written consent of District in each instance, which shall not be unreasonably withheld.

14. Notices. Notice to either Party shall be in writing, addressed to the Party to be notified at the address specified on the signature pages of this Ground Lease, and either (i) personally delivered, (ii) sent by an overnight courier service such as Federal Express, (iii) sent by first-class mail, registered or certified mail, postage prepaid, return receipt requested, or (iv) sent by facsimile or electronic mail. Any such notice shall be deemed received: (i) on the date of receipt if personally delivered; (ii) on the date of receipt as evidenced by the receipt provided by an overnight courier service, if sent by courier; (iii) three (3) business days after deposit in the U.S. Mail, if sent by mail; or (iv) on the date faxed or e-mailed as evidenced by the dated transmittal.

15. Attorney's Fees. If either Party brings an action to enforce the terms of this Ground Lease or declare rights hereunder, the prevailing Party in such action, on trial or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing Party as determined by the court.

16. Rules and Regulations. Club agrees that it will abide by, keep and observe all reasonable rules and regulations which District may make from time to time for the management, safety, care and cleanliness of the Premises and the surrounding areas.

17. Miscellaneous.

17.1 Time of Essence. Time is of the essence with respect to the performance of every provision of this Ground Lease in which time of performance is a factor.

17.2 No Agency. Nothing in this Ground Lease or in the relationship between District and Club shall be deemed or construed to create or constitute an agency relationship.

17.3 Amendments. This Ground Lease contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Ground Lease may be modified only in a writing signed by the Parties.

17.4 Severability. The invalidity of any provision of this Ground Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof and it shall remain in full force and effect.

17.5 Covenants and Conditions. Each provision of this Ground Lease to be performed by Club shall be deemed both a covenant and a condition.

17.6 Governing Law. This Ground Lease shall be governed by the laws of the State of California.

17.7 Successors and Assigns. Each of the covenants, conditions, and agreements contained in this Ground Lease shall inure to the benefit of and shall apply to and be binding upon the Parties and their respective administrators, successors, assigns, or any person who may come into possession of the Property, the Improvements or any part thereof. Nothing contained in this paragraph 17.7 shall in any way alter the provisions regarding assignment or subleasing provided in this Ground Lease.

17.8 Authority. Each individual executing this Ground Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Ground Lease on behalf of that entity.

17.9 Effective Date. This Ground Lease, when executed by the Parties and delivered to District, must be approved by the District's governing board ("**Board**") prior to its

effectiveness. The effective date of this Ground Lease ("**Effective Date**") shall be the date when this Ground Lease has been executed by the Parties and approved by the Board.

17.10 Recording. The Parties shall cooperate in the execution and recording of any and all further documents required by this Ground Lease. Either Party may request a duly executed memorandum of ground lease or any extension thereof, in a form suitable for recording by which both Parties consent to such recordation. In the event of an early termination of the Ground Lease, a duly executed notice of termination or quit claim may be recorded.

17.11 Construction of Language. As used in this Ground Lease, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so indicates. This Ground Lease shall be construed in accordance with its fair meaning, the captions being for the convenience of the Parties only and not intended to describe or define the provisions in the portions of the Ground Lease to which they pertain. The terms of this Ground Lease have been freely negotiated by the Parties and this Ground Lease shall not be construed for or against the drafter.

17.12 Accessibility Inspection Disclosure. Pursuant to California Civil Code Section 1938, District hereby advises Club that District has not had the Property or Premises inspected by a Certified Access Specialist.

17.13 Exhibits.

Exhibit A – Legal Description of Property
Exhibit B – Depiction of Premises and Club Grass Fields

[Signatures on following page]

Signature Page for Ground Lease

(Page 1 of 2)

IN WITNESS WHEREOF, the Parties have executed this Ground Lease to be effective as of the Effective Date.

DISTRICT

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____ Date: _____
Name: Brian Marshall
Title: Superintendent
Address: 4750 Date Avenue
La Mesa, California 91942
Tel. #: (619) 668-5700 x6383
Facsimile: (619) 668-4619
Email: brian.marshall@lmsvsd.k12.ca.us

Approved as to form:
By: _____ Date: _____
Name: Kathleen J. McKee, Esq.
Real Estate Counsel to District
Fagen Friedman & Fulfrost LLP
1 Civic Center Drive
San Marcos, CA. 92069
760-304-6000
kmckee@fagenfriedman.com

CLUB

BOYS & GIRLS CLUBS OF EAST COUNTY, INC.

By: _____ Date: _____
Name: Forrest Higgins III
Title: Chief Executive Officer
Boys & Girls Clubs of East County
Address: Administrative Office
8820 Tamberly Way
Santee, CA 92071
Tel. #: (619) 440-1600
Facsimile: (619) 440-2331
Email: Forrest@bgcec.org

FOUNDATION

BOYS & GIRLS CLUBS OF EAST COUNTY FOUNDATION, INC.

By: _____ Date: _____
Name: Jerry Fazio
Title: Executive Director
Address: Boys & Girls Clubs of East County Foundation
Administrative Office
8820 Tamberly Way
Santee, CA 92071
Tel. #: (619) 440-1600
Facsimile: (619) 440-2331
Email: jerry@bgcec.org

EXHIBIT A

Legal Description of Property

(La Mesa Middle School 4200 Parks Avenue, La Mesa 91941)

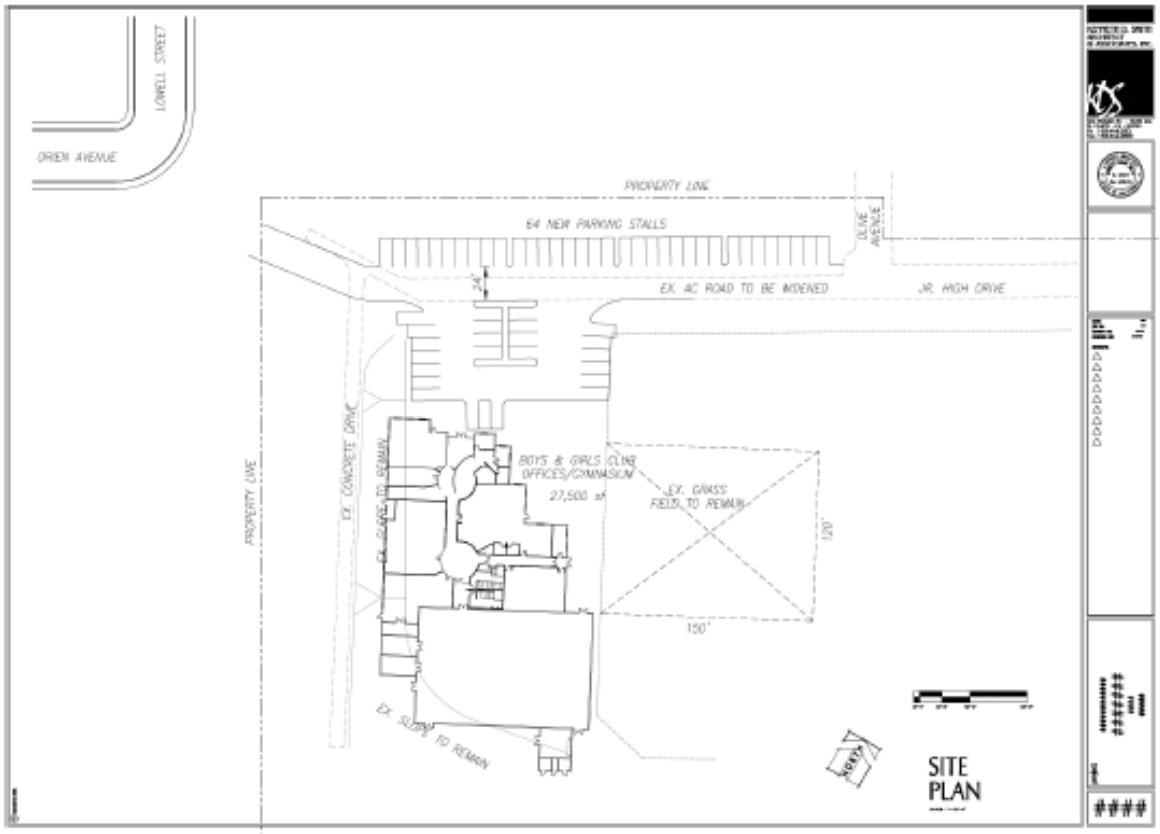
All that portion of Lot 12 of Rancho Mission, being also a portion of Parcel "A" of Murray Acres, in the City of La Mesa, according to Licensed Surveyor's Maps Nos. 183 and 184, Records of San Diego County and being described as follows:

Beginning at the most Easterly corner of Lot 48 of Orien Tract, according to Map thereof No. 1419 filed February 29, 1912, in the County Recorder's Office, said point being on the Southwesterly line of Dale Avenue; thence South 34° 30' East along the Southeasterly prolongation of said Southwesterly line 270.24 feet; thence South 2° 42' 40" West 685.17 feet; thence South 48° 00' West 359.29 feet; thence South 60° 08' 30" West, 722.32 feet to an intersection with the Southeasterly prolongation of the Northeasterly line of Olive Avenue, as shown on Map No. 1223 of La Mesa Acres; thence North 34° 31' West (record North 34° 30' West) along said prolongation 370.00 feet to the most Southerly corner of the parcel of land conveyed to Carlos G. Villarreal and wife by deed dated December 9, 1946 and recorded in Book 2301, page 457 of Official Records; thence North 55° 28' East (record North 55° 30' East) along the Southeasterly line of said Villarreal's land and the Northeasterly prolongation of said line, being along the Southeasterly line of the tract of land conveyed to Joseph F. Goforth and wife by deed

dated October 26, 1943 and recorded in Book 1586, page 291 of Official Records, a total distance of 800.00 feet to the most Easterly corner thereof; thence North 34° 28' West (record North 34° 30' West) along the Northeasterly line of said land, 435.60 feet to the most Northerly corner thereof, being the most Easterly corner of Lot 42 of said La Mesa Acres; thence North 55° 34' 30" East (record North 55° 30' East) along the Southeasterly line of said La Mesa Acres, being also along the Southeasterly line of the aforesaid Orien Tract, 690.98 feet to the point of beginning.

EXHIBIT B

Depiction of Premises and Grass Fields



Google

Attachment 2

Aerial Site Plan

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **R-1 Reports of Officers of the Board**
District Facilities, Vehicles, Equipment, and Technology Infrastructure Report

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The Local Control Funding Formula (LCFF) made significant changes to the funding model for school districts across the state of California. It was intended to provide a simple and transparent funding mechanism to provide school districts with maximum flexibility in allocating resources to meet local needs. The formula eliminated funding for almost all categorical programs in the District, including Deferred Maintenance and Educational Technology.

As Districts begin to prioritize their needs and make local decisions with respect to funding specific programs with limited resources, it is important to have information regarding current facility and infrastructure needs in the District.

Lori Wigg, Assistant Superintendent, Business Services; Chris Benker, Director, Maintenance, Operations, and Facilities; and Craig Wood, Director, Transportation and Warehousing, will present additional information on District facilities, vehicles, equipment, and technology infrastructure and respond to clarifying questions.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **S-2 New Business** **Action Item**
Resolution 13-14-14, Teacher Appreciation Week

ROLL CALL VOTE

The most important activity in a society is to ensure the education of its children. Teachers play a crucial role in making sure every child receives a quality education and should be recognized and thanked for their service to children and society.

The National PTA established Teacher Appreciation Week as the first full week of May. The National Education Association Representative Assembly then voted to make the Tuesday of that week National Teach Day.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt attached Resolution 13-14-14, Teacher Appreciation Week.

La Mesa-Spring Valley School District

Resolution 13-14-14
Teacher Appreciation Week

WHEREAS, education is the most vital activity we as a society undertake to ensure the well-being of the nation; and

WHEREAS, education is dependent in large part on the talent and commitment of teachers; and

WHEREAS, teaching is a profession characterized by skill, knowledge, discipline, tenacity and creativity in the delivery of instruction; and

WHEREAS, we rely largely on school teachers to ensure proper instruction in a variety of subjects; and

WHEREAS, in addition to teaching academics, teachers provide guidance, support and encouragement to their students; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance;

NOW, THEREFORE, BE IT RESOLVED the Governing Board of the La Mesa-Spring Valley School District does hereby proclaim May 5-9, 2014 as *Teacher Appreciation Week* in the La Mesa-Spring Valley School District.

PASSED AND ADOPTED by the Governing Board on March 18, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Governing Board, do hereby certify the foregoing is a full, true, and correct coy of a resolution passed and adopted by the said Board at a regularly called and conducted meeting held on said date.

_____
Brian Marshall, Secretary to the Governing Board

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **S-3 New Business** **Action Item**
Resolution 13-14-15, Classified School Employees Week

ROLL CALL VOTE

Classified employees perform a wide range of essential work, including food services, maintenance, transportation, instructional assistance, office and clerical work, library and media assistance, computer services, custodial, grounds, fiscal services, printing and much more.

By passage of SB 1552 in 1986, the California Legislature adopted the third full week of May each year as Classified School Employees Week.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt attached Resolution 13-14-15, Classified School Employees Week.

La Mesa-Spring Valley School District

Resolution 13-14-15
Classified School Employees Week

WHEREAS, classified professionals provide valuable services to the schools, staff and students of the La mesa-Spring Valley School District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of La Mesa-Spring Valley School District's students; and

WHEREAS, classified professionals employed by the La Mesa-Spring Valley School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED, that the La Mesa-Spring Valley School District hereby recognizes and wishes to honor the contributions of the classified professional to quality education in the State of California, and specifically in the La Mesa-Spring Valley School District, and declares the week of May 19-23, 2014, as *Classified School Employees Week* in the La Mesa-Spring Valley School District.

PASSED AND ADOPTED by the Governing Board on March 18, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Governing Board, do hereby certify the foregoing is a full, true, and correct copy of a resolution passed and adopted by the said Board at a regularly called and conducted meeting held on said date.

_____
Brian Marshall, Secretary to the Board of Education

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **S-4 New Business** **Action Item**
Resolution 13-14-16, Administrative Employees Week

ROLL CALL VOTE

District and site administrators accomplish critical tasks every day and contribute to the establishment and promotion of a positive instructional environment for our staff and students.

In strong support of their efforts to meet the needs of our educational community, and in coordination with our local high school district, we recognize the fourth week in May as Administrative Employees Week.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt Resolution 13-14-16, Administrative Employees Week.

La Mesa-Spring Valley School District

Resolution 13-14-16
Administrative Employees Week

WHEREAS, leadership matters for California's public education system and the more than 6 million students it serves, and providing quality service for student success is paramount for the profession; and

WHEREAS, school district administrators are passionate, lifelong learners who believe in the value of quality public education;

WHEREAS, public schools increasingly operate with lean management systems and all District leaders should be commended for the contributions they make to successful student achievement; and

WHEREAS, all District leaders contribute to the education and well-being of all children.

NOW, THEREFORE, BE IT RESOLVED, the La Mesa-Spring Valley School District recognizes and wishes to honor the contributions of all administrative employees and declares the week of May 26-30, 2014 as *Administrative Employees Week* in the La Mesa-Spring Valley School District.

PASSED AND ADOPTED by the Governing Board of the La Mesa-Spring Valley School District on March 18, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Governing Board, do hereby certify the foregoing is a full, true, and correct copy of a resolution passed and adopted by the said Board at a regularly called and conducted meeting held on said date.

_____
Brian Marshall, Secretary to the Governing Board

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1a New Business (Consent Calendar)** **Action Item**
Ratification of Purchase Orders and Warrants

Purchase orders and warrants 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: 232 purchase orders have been processed, numbered H52994 through H53225, totaling $540,197.95.

II. Warrants: 164 warrants have been issued, dated February 20, 2014 through February 28, 2014, totaling $327,876.38.

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

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify these purchase orders and warrants.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

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

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve and ratify 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	APPROVAL OR RATIFICATION
Linda Quint Non-Employee	Educating the Child with ADHD	San Diego, CA	3/14/14	$99	Ratification
Gina Lucatuorto Non-Employee	Educating the Child with ADHD	San Diego, CA	3/14/14	$99	Ratification
Emma Turner	National School Board Association Annual Convention	New Orleans, LA	4/3/14 - 4/9/14	$1010	Approval

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-2 New Business** **Action Item**
Award of Contract for Audit Services

On February 6, 2014, at 2:00 p.m., the District opened proposals for audit services. Requests for Proposals (RFPs) were distributed to eleven (11) audit firms. Three (3) proposals were received by the date and time specified in the RFP documents. Three (3) proposals were reviewed and received a weighted score based on evaluation criteria. The three (3) audit firms were interviewed by the committee on February 19, 2014. The audit firms' scores are as shown on the attached summary.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the contract for audit services to the audit firm with the highest score meeting the specifications of the RFP, Christy White Associates, in the amount of $64,900.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
PURCHASING DEPARTMENT
4750 DATE AVENUE
LA MESA, CA 91942

RFP: RFP 03-13/14

DATE/TIME FEBRUARY 6, 2014 – 2:00 PM

AUDIT SERVICES

RFP POINT SUMMARY

AUDIT FIRMS	SCORE
CHRISTY WHITE & ASSOCIATES	2749.35
COSSOLIAS & WILSON, CPA	2355
WILKINSON HADLEY KING & CO., LLP	2424.2

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-3 New Business** **Action Item**
Authorization to Order CALNET III Services with AT&T

The California Office of Technology Services offers public sector entities a full suite of telecommunications at competitive prices. Our District is currently under contract with AT&T for CALNET II services. This contract expired on January 29, 2014. CALNET II has been extended through January 30, 2016 to facilitate transition of services to CALNET III.

CALNET III pricing is available and services are divided into six separate subcategories with multiple awardees in some subcategories:

Subcategory 1.1 – Dedicated Transport (Awardees: AT&T and Verizon)

Subcategory 1.2 - Multiple Label Switching (MPLS), Virtual Private Networking (VPN) and Converged Voice over Internet Protocol (VoIP) (Awardees: AT&T, Integra, Jive, NWN, Verizon)

Subcategory 1.3 – Standalone VoIP Telephony (Awardees: AT&T, Integra, Jive, Verizon)

Subcategory 1.4 – Long Distance Calling (Awardees: AT&T, Century Link)

Subcategory 1.5 – Toll Free Voice Calling (Awardees: AT&T, Century Link, Verizon)

Subcategory 1.6 – Legacy Telecommunications (Awardee: AT&T)

An E-Rate compliant minibid is required for CALNET III subcategories with multiple awardees. Minibids were conducted for subcategories 1.1 and 1.4. The results are attached.

Authorization of the attached contract will allow the District to enter into a contract with AT&T for CALNET III subcategories 1.1, 1.4 and 1.6. For subcategories 1.1 and 1.4, the contract ends on June 30, 2018, with two one-year optional extensions. For subcategory 1.6, the contract ends on June 30, 2017, with three one-year optional extensions.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to approve the attached agreement and order CALNET III Services with AT&T.

CALNET III Services
Minibid Summary

CALNET III Minibid Summary Score Sheet
Subcategory 1.1 Dedicated Transport
March 4, 2014

Factor	Total Possible Points	AT&T Weighted Total	Verizon Weighted Total
Price of the eligible goods and services	30	29.67	28.33
Prior experience w/ vendor	20	20	8.33
Prices for ineligible services, products and fees	25	25	13.33
Flexible Invoicing: 472 or 474	15	15	15
Local or in-state vendor	10	10	9.67
	100	99.67	**74.66**

CALNET III Minibid Summary Score Sheet
Subcategory 1.4 Long Distance Calling
March 4, 2014

Factor	Total Possible Points	AT&T Weighted Total	Century Link Weighted Total
Price of the eligible goods and services	30	30	28
Prior experience w/ vendor	20	20	3.33
Prices for ineligible services, products and fees	25	25	25
Flexible Invoicing: 472 or 474	15	15	15
Local or in-state vendor	10	10	10
	100	100	**81.33**

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

AT&T and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), **C3-A-12-10-TS-01**, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

Subcategory	Contract Award	Contract End	1 year Optional Extensions
1.1 Dedicated Transport	November 15, 2013	June 30, 2018	2
1.2 MPLS, VPN and Converged VoIP	November 15, 2013	June 30, 2018	2
1.3 Standalone VoIP	November 15, 2013	June 30, 2018	2
1.4 Long Distance Calling	November 15, 2013	June 30, 2018	2
1.5 Toll-Free Calling	November 15, 2013	June 30, 2018	2
1.6 Legacy Telecommunications	November 15, 2013	June 30, 2017	3

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at http://marketing.dts.ca.gov/calnet3/ .

La Mesa- Spring Valley School District ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

E-Rate Customers

Only complete if applying for E-Rate funding:

La Mesa-Spring Valley School District intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence on **May 15, 2014** ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

Non-State Entity:

La Mesa-Spring Valley School District
4750 Date Ave
La Mesa, CA 91942
Attn: Debra Caringi
619-668-5700 x6329
debra.caringi@lmsvsd.k12.ca.us

Contractor:

AT&T
2700 Watt Avenue, Room 1213
Sacramento, CA 95821
Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
By: Authorized Signature	**By: Authorized Signature**
Printed Name and Title of Person Signing	**Printed Name and Title of Person Signing**
Date Signed:	**Date Signed:**

Approved By:
State of California
Department of Technology,
Statewide Telecommunications and Network Division

By: Authorized Signature
Printed Name and Title of Person Signing
Date Signed:

La Mesa-Spring Valley School District

Select services for

	AT&T C3-A-12-10-TS-01	
Selected Services	**Dedicated Transport Subcategory 1.1**	**Customer Initials**
☒	Carrier DS0 Service	
☒	Carrier DS1 Service	
☒	Carrier DS3 Service	
☒	ISDN Primary Rate Interface Service	
☒	Extended Demarcation Wiring Service	
☒	Services Related Hourly Support	
Selected Services	**Multi-Protocol Label Switching (MPLS) Subcategory 1.2**	**Customer Initials**
☐	MPLS Port Transport Speed Service	
☐	MPLS Port & Access Bundled Transport Speed Service	
☐	MPLS Port, Access & Router Bundled Transport Speed Service	
☐	MPLS Port, Access & Router Bundled On-Net Transport Speed Service	
☐	MPLS Port, Access & Router Bundled Off-Net Transport Speed Service	
☐	MPLS Port, Access & Router Bundled Ethernet On-Net Transport Speed Service	
☐	MPLS Port, Access & Router Bundled Ethernet Off-Net Transport Speed Service	
☐	Converged VoIP Service	
☐	Converged Voice Mail Service	
☐	Audio Conferencing Service	
☐	Session Initiated Protocol (SIP) Trunking Service	
☐	Extended Demarcation Wiring Services	
☐	Services Related Hourly Support	
Selected Services	**Standalone Voice over Internet Protocol (VoIP) Subcategory 1.3**	**Customer Initials**
☐	Standalone VoIP Service	
☐	VoIP Voice Mail Service	
☐	Audio Conferencing Service	
☐	Extended Demarcation Wiring Services	
☐	Services Related Hourly Support	

Selected Services	Long Distance Calling Subcategory 1.4	Customer Initials
☒	Long Distance Network Access Transport Service	
☒	Long Distance Domestic Calling Service	
☒	Long Distance International Calling Service	
☒	Calling Cards	
☒	Operator Services	
☒	Audio Conferencing Service	
☒	Extended Demarcation Wiring Services	
☒	Services Related Hourly Support	
Selected Services	**Toll Free Calling Subcategory 1.5**	**Customer Initials**
☐	Toll Free Network Access Transport Service	
☐	Toll Free Domestic Service	
☐	International Toll Free Service	
☐	Extended Demarcation Wiring Services	
☐	Services Related Hourly Support	
Selected Services	**Legacy Telecommunications Subcategory 1.6**	**Customer Initials**
☒	Business Access Line Service	
☒	Central Office Exchange Service	
☒	Central Office Trunk Service	
☒	Intra-LATA Calling	
☐	Locally Based Automatic Call Distributor (ACD)	
☐	Voice Mail Services	
☒	Analog Service	
☒	ISDN Basic Rate Interface (BRI) Service	
☒	Frame Relay Service	
☒	Asynchronous Transfer Mode (ATM) Service	
☒	Extended Demarcation Wiring Services	
☒	Station Wiring	
☒	Services Related Hourly Support	

E-rate Rider

This Attachment ("Attachment"), entered into by AT&T ("AT&T") and [La Mesa Spring Valley School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.

2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.

4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about July 1, 2014. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

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at&t

E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN') being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ THIS ATTACHMENT REPLACES THE E-RATE RIDER ATTACHMENT BETWEEN THE PARTIES DATED **<Date of Original e-Rate Rider Attachment>**.

SO AGREED by the Parties' respective authorized signatories:

La Mesa Spring Valley School District	**AT&T** ("AT&T")
Customer Signature:	*AT&T Signature:*
Print Name:	Print Name:
Title:	Title:
Date:	Date:

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

PREPARED BY: **Lori Wigg**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-4 New Business** **Action Item**

Resolution 13-14-17, A Resolution of the Board of Education of the La Mesa-Spring Valley School District Approving the Forms of Preliminary Official Statement, Purchase Contract and Escrow Agreement Prepared in Connection with the Issuance of La Mesa-Spring Valley School District (San Diego County, California) 2014 General Obligation Refunding Bonds, Series A and Series B

ROLL CALL VOTE

An Election was held in the La Mesa-Spring Valley School District (the "District") on March 5, 2002, for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of $44,000,000 (the "Authorization").

The District has issued bonds under the Authorization, including its La Mesa-Spring Valley School District (San Diego County, California) Election of 2002 General Obligation Bonds, Series A in the aggregate principal amount of $31,330,140 (the "Series A Bonds"). On March 31, 2005, the District issued its 2005 General Obligation Refunding Bonds in the aggregate principal amount of $31,855,000 (the "2005 Refunding Bonds") to refund a portion of the then outstanding Series A Bonds.

On June 18, 2013, the District adopted Resolution 12-13-47, pursuant to which the Board of Education previously authorized the issuance of general obligation refunding bonds in an aggregate principal amount not-to-exceed $24,100,000 (the "Refunding Bonds") in order to refund all or a portion of the outstanding 2005 Refunding Bonds (so refunded, the "Refunded Bonds"). The District now desires to approve the forms of a Purchase Contract, Preliminary Official Statement and Escrow Agreement in connection with the issuance of the Refunding Bonds, as further described below and further establish a target minimum gross savings of at least $200,000. There is no fiscal impact to the General Fund resulting from the issuance of the Refunding Bonds.

(a) Form of Purchase Contract. Pursuant to the Purchase Contract, Piper Jaffray & Co. will agree to buy the Refunding Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Refunding Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(b) Form of Preliminary Official Statement. The Preliminary Official Statement (POS) is the offering document describing the Refunding Bonds, which may be distributed to prospective purchasers of the Refunding Bonds.

The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Refunding Bonds, (ii) the terms of the Refunding Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Refunding Bonds, if any, (iv) the security for repayment of the Refunding Bonds (the tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Refunding Bonds and the District (described in further detail below), and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Refunding Bonds. Following the pricing of the Refunding Bonds, a final Official Statement for the Refunding Bonds will be prepared, substantially in the form of the POS.

(c) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds, are obligated to procure from a bond issuer a covenant that such public agency will annually file "material financial information and operating data with respect to the District" through the web-based Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board (which is the federal agency that regulates "broker-dealers," including investment bank firms that underwrite municipal obligation issuance). This requirement is expected to be satisfied by the filing of the District's audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide investors in the Refunding Bonds with current information regarding the District. Similar laws have governed the corporate debt market for many years.

(d) Escrow Agreement. Pursuant to the Escrow Agreement, proceeds from the sale of the Refunding Bonds in an amount sufficient to redeem the outstanding Refunded Bonds will be deposited in an escrow fund (the "Escrow Fund") held by U.S. Bank National Association, (acting as "Escrow Agent"). The monies in the Escrow Fund will be used by the Escrow Agent to refund the Refunded Bonds on or about August 1, 2015. As a result of the deposit and application of funds so provided in the Escrow Agreement, the Refunded Bonds will be defeased and the obligation of San Diego County to levy *ad valorem* taxes for payment of the Refunded Bonds will cease.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt Resolution 13-14-17, A Resolution of the Board of Education of the La Mesa-Spring Valley School District Approving the Forms of Preliminary Official Statement, Purchase Contract and Escrow Agreement Prepared in Connection with the Issuance of La Mesa-Spring Valley School District (San Diego County, California) 2014 General Obligation Refunding Bonds, Series A and Series B.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

RESOLUTION 13-14-17

A RESOLUTION OF THE BOARD OF EDUCATION OF THE LA MESA-SPRING VALLEY SCHOOL DISTRICT APPROVING THE FORMS OF PRELIMINARY OFFICIAL STATEMENT, PURCHASE CONTRACT AND ESCROW AGREEMENT PREPARED IN CONNECTION WITH THE ISSUANCE OF LA MESA-SPRING VALLEY SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) 2014 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called municipal election was held in the La Mesa-Spring Valley School District, San Diego County, State of California (hereinafter referred to as the "District"), on March 5, 2002, (the "Authorization") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite vote of more than fifty-five percent of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $44,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, pursuant to the Authorization, on July 10, 2002, San Diego County (the "County") issued on behalf of the District $31,330,140 of La Mesa-Spring Valley School District (San Diego County, California) Election of 2002 General Obligation Bonds, Series A (the "Series A Bonds");

WHEREAS, on March 31, 2005, the District issued $31,855,500 of La Mesa-Spring Valley School District (San Diego County, California) 2005 General Obligation Refunding Bonds (the "Prior Bonds") the proceeds of which were used to refund a portion of the Series A Bonds;

WHEREAS, pursuant to the Act (as defined herein), the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding Prior Bonds (so refunded, the "Refunded Bonds");

WHEREAS, this Board desires that the Refunding Bonds be issued in one or more series of taxable or tax-exempt bonds, exclusively as current interest bonds, and that the Refunding Bonds are not authorized to be issued as capital appreciation bonds;

WHEREAS, the Board previously authorized the issuance of the Refunding Bonds in an aggregate principal amount not to exceed $24,100,000 to refund all or a portion of the Prior Bonds, pursuant to Resolution No. 12-13-47, adopted on June 18, 2013 (the "Bond Resolution");

WHEREAS, at this time the Board of Education wishes to approve the forms of a Purchase Contract , Preliminary Official Statement, Escrow Agreement and authorize the preparation of an Official Statement, as such terms are defined herein, and all in connection with the issuance of the Refunding Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE LA MESA-SPRING VALLEY SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. Terms and Conditions of Sale. To best access the capital markets, the Refunding Bonds are hereby authorized to be sold at one or more negotiated sales upon the direction of the Superintendent of the District (the "Superintendent") or the Assistant Superintendent, Business Services of the District (the "Assistant Superintendent") or such other officer or employee of the District as the Superintendent or Assistant Superintendent may designate (collectively, the "Authorized Officers"). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as

described below. The Board hereby authorizes the issuance of the Refunding Bonds in one or more series of taxable or tax-exempt current interest bonds.

SECTION 2. Purchase Contract. The form of Purchase Contract (the "Purchase Contract") by and between the District and Piper Jaffray & Co. (the "Underwriter"), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Secretary of the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the maximum interest rates of the Refunding Bonds shall not exceed the maximum rate permitted by law (ii) the Underwriter's discount (excluding original issue discount if any) shall not exceed 0.60% of the aggregate principal amount of the Refunding Bonds issued and (iii) and the sale of the Refunding Bonds shall produce a target gross minimum savings to the taxpayers of at least $200,000. If the sale of the Refunding Bonds produces gross savings below $200,000, an Authorized Officer shall review and consult with the board appointed designee (the "Board Designee") regarding the savings produced from such sale prior to executing and delivering the Purchase Contract. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to $24,100,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 3. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 4. Escrow Agreement. The Board hereby approves the form of the Escrow Agreement by and between the District and U.S. Bank National Association (the "Escrow Agent") substantially in the form on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

SECTION 5. Authorized Actions. District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds, and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its passage.

APPROVED, PASSED AND ADOPTED, on March 18, 2014 by the La Mesa-Spring Valley School District Board of Education by the following vote:

Ayes _____

Noes _____

Absent _____

Abstain _____

_____

President of the Board of Education

ATTEST:

_____

Secretary to the Board of Education

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Education of the La Mesa-Spring Valley School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on March 18, 2014, of which meeting a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March ____, 2014

By: _____
Secretary to the Board of Education

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

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

ITEM NUMBER: **LS-1 New Business** **Action Item**

Acceptance of Gifts – La Mesa Arts Academy/La Mesa Middle; La Presa, Spring Valley and Parkway Middle Schools; and Peter Pan Junior Theater

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The Murdock Cultural Events Foundation was founded in 1971. The Foundation is named after Glenn E. Murdock, 24-year Superintendent of the La Mesa-Spring Valley School District. The Foundation was established after Mr. Murdock retired as a way to honor his commitment to the arts in our schools.

Recently, the Murdock Cultural Events Foundation was the recipient of a large grant from the estate of Lois and Clayton Honeywell. Lois Honeywell was a teacher in the district who also saw the importance of the arts in education. The Honeywell gift has allowed the Foundation to fund more events in recent years, including the Edu-Dance ballroom dancing program and supporting Peter Pan Junior Theater.

The Foundation board recently realized that the operating expenses of the Foundation (taxes, accounting fees, etc.) were greater than the gifts the Foundation was granting each year. Being that this was not the intent of the Honeywells or the vision of Mr. Murdock, the Foundation board met and considered how it might best use the funds in a way that would make a significant impact on the arts in our schools for years to come.

The Foundation board decided to make significant contributions to each of the District's four middle schools, as well as Peter Pan Jr. Theater, funding a lasting contribution to the arts at each site, as follows:

- $21,000 to La Mesa Arts Academy for the building of a dance room
- $12,000 to La Presa Middle School to complete their dance room
- $12,000 to Spring Valley Middle School to refurbish their dance floor and provide a new sound system
- $12,000 to Parkway Middle School for a new sound system, additional risers, projector and screens
- $2,500 to Peter Pan Junior Theater

Along with each contribution, the sites will hang a plaque to honor the donation of the Murdock Cultural Events Foundation and the legacy gift left to the Foundation by Lois and Clayton Honeywell. We believe these donations honor the work and vision of Mr. Murdock and the Honeywells and, with these gifts, the Foundation will close.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

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

ITEM NUMBER: **LS-2 New Business** **Action Item**

Authorization to Enter into Expanded Special Education Master Contracts with Aseltine School and Excelsior Academy for the 2013-14 School Year

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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.

At the November 5, 2013 Board meeting authorization was granted to enter into a special education master contract with Aseltine School, a non-public school, in a not-to-exceed amount of $200,000.00; and again at the January 21, 2014 in a not-to-exceed amount of $38,000.00. Due to the enrollment of a new student it is necessary to again expand the contract in a not-to-exceed amount of $15,500.00.

At the December 10, 2013 Board meeting authorization was granted to enter into a special education master contract with Excelsior Academy, a non-public school, in a not-to-exceed amount of $27,000.00. Due to a rate increase it is necessary to expand the contract in a not-to-exceed amount of $3,500.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/14	$1,360,000.00
Aseltine School (expanded contract)	Not-to-exceed $15,500.00
Excelsior Academy (expanded contract)	Not-to-exceed $3,500.00
Total encumbered cost for all nonpublic schools/agencies	$1,379,000.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into an expanded special education master contract with Aseltine School and Excelsior Academy for the 2013-14 school year.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

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

ITEM NUMBER: **LS-3 New Business** **Action Item**
Acceptance of Gift – La Mesa Arts Academy/La Mesa Middle School

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Darrell and D. Ann Fanestil would like to donate a Knabe baby grand piano, appraised at $2,500.00, to La Mesa Arts Academy/La Mesa Middle School.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept this gift with thanks.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

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

ITEM NUMBER: **LS-4 New Business** **Action Item**

Authorization to Ratify Common Core State Standards (CCSS) Implementation Funding Plan

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Assembly Bill (AB) 86 (Chapter 48, Statutes of 2013), Section 85, appropriates $1.25 billion (approximately $200 per prior year enrollment) in the 2013-2014 school year to support the integration of academic content standards in instruction adopted pursuant to various *Education Code* sections.

CCSS implementation funds can be expended for any of the following purposes:

- Professional development for teachers, administrators, and paraprofessional educators or other classified employees involved in the direct instruction of pupils that is aligned to the academic content standards adopted
- Instructional materials aligned to the academic content standards including, but not limited to, supplemental instructional materials
- Integration of these academic content standards through technology-based instruction for purposes of improving the academic performance of pupils, including, but not necessarily limited to, expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments

As a condition of receiving CCSS implementation funds, the District is required to:

- Develop and adopt a plan delineating how the CCSS implementation funds will be spent. The plan must be explained in a public meeting of the governing board of the school district and then be adopted in a subsequent public meeting
- Report detailed expenditure information to the California Department of Education (CDE) on or before July 1, 2015, including, but not limited to, specific purchases made and the number of teachers, administrators, or paraprofessional educators that received professional development

The estimated amount of one-time funding for La Mesa-Spring Valley School District is $2,414,000. The funds may be spent in 2013-14 and 2014-15.

The District's plan is to use technology as a key component of implementing the CCSS in all classrooms. The District will also be administering the CCSS assessments through technology devices and is in need of building the necessary infrastructure and purchasing devices, as well as providing professional development for the use of these devices. Resource teachers in English language arts and mathematics will be provided to train and support classroom teachers in CCSS. Funding will also be used to support the purchase of the math adoption aligned to CCSS.

Proposed Expenditures	Estimated Cost	
	2013-2014	**2014-2015**
Purchase iPads	$250,000	$450,000
Robust Wireless	$90,000	$90,000
Elementary WAN Switches	$31,500	$31,500
POE Switches in IDFs	$165,000	$165,000
Technology Professional Development		$50,000
CCSS Resource Teacher ELA and Math		$185,000
CCSS Math Adoption	$340,000	$566,000
Total Expenditures		**$2,414,000**

At the October 1, 2013 Board meeting, the CCSS Implementation Funding Plan was presented to the Board. Assembly Bill 86 requires the Board discuss the plan before it can be brought for approval. The intent was to bring the plan to the Board for approval at the November 5, 2013 meeting. Due to an oversight in calendaring, the plan was not on the November 5, 2013 agenda.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to ratify the Common Core State Standards Implementation Funding Plan for the 2013-14 and 2014-15 school years.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
March 18, 2014

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

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

The Human Resources recommendations which are attached for consideration at the March 18, 2014, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations – March 18, 2014

CERTIFICATED:

Approval of Acceptance of Resignation:

Kairis, Jennifer L.	Autistic Teacher (family responsibilities)	IV-11	03/07/14
Rasmussen, Luana P.	Psychologist (employment elsewhere)	V-7	03/14/14

CLASSIFIED:

Approval of Employment – Merit System:

Zavala, Liliana	Office Assistant I	17-B	03/06/14

Approval of Acceptance of Resignation – Merit System:

Welsh, Carrie L.	School Office Assistant (employment elsewhere)	34-E	05/09/14
Wilson, Kimberly J.	School Bus Driver (deceased)	42-F+	02/24/14

Approval of Employment:

Ashley, Jillian P.	Playground Attendant	$8.98/hr	02/27/14
Bauer, Shelby A.	Extended School Services Attendant	$10.33/hr	03/10/14
Damico, Maria A.	Playground Attendant	$8.98/hr	03/03/14
Gipson, Kenneth E.	Playground Attendant	$8.98/hr	02/28/14
Hurst, Kevin M.	Extended School Services Attendant	$10.33/hr	03/06/14
Lanning, Joshua C.	Extended School Services Attendant	$10.33/hr	03/10/14
Manns, Mackenzie J.	Extended School Services Attendant	$10.33/hr	03/03/14
Pongun, Erica N.	Extended School Services Assistant Leader	$13.59/hr	03/03/14

Approval of Termination of Employment:

Bethany, Karla D.	Playground Attendant (employment elsewhere)	06/14/13
Forehand, Lindsey L.	Extended School Services Attendant (further education)	03/07/14
Griffiths, Jacob T.	Extended School Services Attendant (employment elsewhere)	02/21/14
Muir, Sofia F.	Playground Attendant (end of temporary assignment)	02/21/14
Pearson Jr., James J.	Playground Attendant (resigned)	06/14/13
Peterson, Samantha M.	Extended School Services Attendant (employment elsewhere)	03/07/14
Specht, Carly M.	Extended School Services Attendant (employment elsewhere)	01/24/14

Approval of Leave of Absence:

Brambila, Isabel	Office Assistant I (family responsibilities)	03/03/14 – 06/02/14
Ramos, Flor	School Bus Attendant (personal)	03/17/14 – 06/26/14

CONSULTANT, LECTURER/PRESENTER, SHORT-TERM EMPLOYMENT: (Attached)

American Association of University Women/C. Perkins	Lecturer/Presenter (Lemon Avenue)	03/19/14
Contreras, Serina	Consultant (La Mesa Middle)	03/05/14 – 06/13/14
Ignite Assemblies/K. Suter	Lecturer/Presenter (La Mesa Dale)	03/21/14
Ignite Assemblies/K. Suter	Lecturer/Presenter (La Mesa Middle)	03/19/14

Ignite Assemblies/K. Suter	Lecturer/Presenter (Lemon Avenue)	03/21/14
Ignite Assemblies/K. Suter	Lecturer/Presenter (Maryland Avenue)	03/19/14
Ignite Assemblies/K. Suter	Lecturer/Presenter (Northmont)	03/20/14
Ignite Assemblies/K. Suter	Lecturer/Presenter (Rolando)	03/20/14
Pacific Animal Productions	Lecturer/Presenter (Maryland Avenue)	03/22/14

HUMAN RESOURCES

FEB 27 2014

2013 - 2014

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department Lemon Avenue - Grades 4 & 5 Date February 25, 2014

Consultant/Lecturer/Presenter Name Carol Perkins, Phd Soc Sec No

Name of Firm or Business American Association of University Women Taxpayer ID No (for 1099)

Address

Background and qualifications of Consultant/Lecturer/Presenter Unversity women present women in history, and history dress.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
No charge												
to District.												

☐ Consultant ☒ Lecturer/Presenter — Signature, Principal or Department Head — Date 2-26-14

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date 3/3/14

APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources — Date 3/4/14 — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of February, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and American Association of University Women (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing _____, through _____, inclusive; or, services shall be provided on the following dates March 19, 2014.

3. COMPENSATION. The District agrees to pay Contractor the amount of no charge for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully Informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

This is a presentation of historical female figures such as Sacagawea and Elenor Roosevelt.

9974

Distribution: Accounting, Human Resources, Contractor, Originator

13174

2013 - 2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

FEB 28 2014

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department LA MESA MIDDLE SCHOOL Date 2/18/2014

Consultant/Lecturer/Presenter Name Serina Contreras Soc Sec No

Name of Firm or Business Taxpayer ID No (for 1099)

Address

Background and qualifications of Consultant/Lecturer/Presenter 10 years dance experience, BA in Dance

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
LMAAC	03	00	0000	000	1110	1000	5800	020	290			

☐ Consultant ☐ Lecturer/Presenter _____ 3-05-14

Signature, Principal or Department Head Date

_____ _____ _____ 3/3/14

Additional Approval (If needed) Date Signature of Assistant Superintendent Date

APPROVED FOR BOARD SUBMISSION: _____ 3/4/14 _____

Assistant Superintendent, Human Resources Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 19th day of February, 2013, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Serina Contreras (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing March 5, 2014, through June 13, 2014, inclusive; or, services shall be provided on the following dates _____.

3. COMPENSATION. The District agrees to pay Contractor the amount of Not to Exceed $250. for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Working with the Ensemble teacher on choreography.

2013-2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

FEB 20 2014

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER. APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department LA MESA DALE ELEMENTARY Date 02-14-14

Consultant/Lecturer/Presenter Name KEVIN SUTER Soc Sec No

Name of Firm or Business IGNITE ASSEMBLIES Taxpayer ID No (for 1099)

Address

Background and qualifications of Consultant/Lecturer/Presenter Certified Maxwell Leadership teacher, have been part of a youth group building program for seven years, in the process of getting a leadership program for high schools accepted into three school districts, have presented at schools and various businesses on leadership and team development.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
FREE												

☐ Consultant ☒ Lecturer/Presenter Signature, Principal or Department Head — Date 2/20/14

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date 2/27/14

APPROVED FOR BOARD SUBMISSION: Lina L. Laudina, Assistant Superintendent, Human Resources — Date 2/27/14 — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 14TH day of FEB., 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and KEVIN SUTER (IGNITE ASSEMBLIES) (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing MARCH 21st, through MARCH 21st, inclusive; or, services shall be provided on the following dates MARCH 21st.

3. COMPENSATION. The District agrees to pay Contractor the amount of FREE for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully Informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

Ignite Assemblies are character education based assemblies and are designed for the various grade levels (Elementary and Middle School). Ignite Assemblies is a group of athletes, business men, and entrepreneurs who reach out to the youth encouraging them to be the best they can be, believing in themselves and encouraging them to overcome obstacles. Topics to be addressed are bullying and being someone of positive character.

13167

2013-2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

FEB 20 2014

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department LA MESA MIDDLE SCHOOL Date 02-14-14

Consultant/Lecturer/Presenter Name KEVIN SUTER Soc Sec No

Name of Firm or Business IGNITE ASSEMBLIES Taxpayer ID No (for 1099

Address

Background and qualifications of Consultant/Lecturer/Presenter **Certified Maxwell Leadership teacher, have been part of a youth group building program for seven years, in the process of getting a leadership program for high schools accepted into three school districts, have presented at schools and various businesses on leadership and team development.**

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
FREE												

☐ Consultant ☐ Lecturer/Presenter

Signature, Principal or Department Head — Date

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date 2/27/14

APPROVED FOR BOARD SUBMISSION: Assistant Superintendent, Human Resources — Date 2/27/14 — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 14TH day of FEB., 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and **KEVIN SUTER (IGNITE ASSEMBLIES)** (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing MARCH 19TH, through MARCH 19TH, inclusive; or, services shall be provided on the following dates MARCH 19TH.

3. COMPENSATION. The District agrees to pay Contractor the amount of FREE for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

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131108

2013 - 2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

FEB 28 2014

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department **LEMON AVENUE ELEMENTARY** Date **02-14-14**

Consultant/Lecturer/Presenter Name **KEVIN SUTER** Soc Sec N

Name of Firm or Business **IGNITE ASSEMBLIES** Taxpayer ID No (for 1099)

Address

Background and qualifications of Consultant/Lecturer/Presenter **Certified Maxwell Leadership teacher, have been part of a youth group building program for seven years, in the process of getting a leadership program for high schools accepted into three school districts, have presented at schools and various businesses on leadership and team development.**

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
No charge												
tp												
District												

☐ Consultant ☐ Lecturer/Presenter _____ 2-20-14

Signature, Principal or Department Head — Date

_____ _____ _____ 3/3/14

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date

APPROVED FOR BOARD SUBMISSION: _____ 3/4/14 _____

Assistant Superintendent, Human Resources — Date — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **14TH** day of **FEB.**, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and **KEVIN SUTER (IGNITE ASSEMBLIES)** (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing **MARCH 21st**, through **MARCH 21st**, inclusive; or, services shall be provided on the following dates **MARCH 21st**.

3. COMPENSATION. The District agrees to pay Contractor the amount of **no charge** for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully Informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

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13178

2013 - 2014

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER, APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department **MARYLAND AVENUE ELEMENTARY** Date **02-14-14**

Consultant/Lecturer/Presenter Name **KEVIN SUTER** Soc Sec No

Name of Firm or Business **IGNITE ASSEMBLIES** Taxpayer ID No (for 1099)

Address

Background and qualifications of Consultant/Lecturer/Presenter **Certified Maxwell Leadership teacher, have been part of a youth group building program for seven years, in the process of getting a leadership program for high schools accepted into three school districts, have presented at schools and various businesses on leadership and team development.**

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
FREE						(D)						

☐ Consultant ☐ Lecturer/Presenter _____ 2/20/14

Signature, Principal or Department Head — Date

_____ _____ _____ 2/27/14

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date

APPROVED FOR BOARD SUBMISSION: _____ 2/27/14

Assistant Superintendent, Human Resources — Date — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **14TH** day of **FEB.**, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and **KEVIN SUTER (IGNITE ASSEMBLIES)** (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing **MARCH 19th**, through **MARCH 19th**, inclusive; or, services shall be provided on the following dates **MARCH 19th**.

3. COMPENSATION. The District agrees to pay Contractor the amount of **FREE** for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

4. SCOPE OF SERVICES AND AUDIT OF RECORDS. Contractor shall keep designated District representatives fully Informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth In Exhibit A, attached hereto and incorporated herein by reference, to the satisfaction of the District.

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13109

HUMAN RESOURCES

FEB 20 2014

2013-2014

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

CONTRACT MUST BE COMPLETED AND SIGNED BY CONSULTANT OR LECTURER/PRESENTER. APPROPRIATE APPROVAL SIGNATURES MUST BE OBTAINED. AND MUST BE SUBMITTED TO HUMAN RESOURCES FOR BUDGET APPROVAL THREE (3) WEEKS PRIOR TO NEXT REGULAR BOARD MEETING. THIS FORM MUST BE TYPED.

Originating School or Department NORTHMONT ELEMENTARY Date 02-14-14

Consultant/Lecturer/Presenter Name KEVIN SUTER Soc Sec No

Name of Firm or Business IGNITE ASSEMBLIES Taxpayer ID No (for 109

Address

Background and qualifications of Consultant/Lecturer/Presenter Certified Maxwell Leadership teacher, have been part of a youth group building program for seven years, in the process of getting a leadership program for high schools accepted into three school districts, have presented at schools and various businesses on leadership and team development.

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
FREE												

☐ Consultant ☒ Lecturer/Presenter Laura E Hollis 2/20/14

Signature, Principal or Department Head Date

Additional Approval (If needed) Date Signature of Assistant Superintendent 2/27/14 Date

APPROVED FOR BOARD SUBMISSION: Lina L. Saudino 2/27/14

Assistant Superintendent, Human Resources Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 14TH day of FEB., 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter "District"), and KEVIN SUTER (IGNITE ASSEMBLIES) (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.

2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing MARCH 20th, through MARCH 20th, inclusive; or, services shall be provided on the following dates MARCH 20th.

3. COMPENSATION. The District agrees to pay Contractor the amount of FREE for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.

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13165

2013-2014

La Mesa-Spring Valley School District

HUMAN RESOURCES

FEB 20 2014

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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Originating School or Department ROLANDO ELEMENTARY Date 02-14-14

Consultant/Lecturer/Presenter Name KEVIN SUTER Soc Sec #

Name of Firm or Business IGNITE ASSEMBLIES Taxpayer ID No (for 1099) #

Address

Background and qualifications of Consultant/Lecturer/Presenter **Certified Maxwell Leadership teacher, have been part of a youth group building program for seven years, in the process of getting a leadership program for high schools accepted into three school districts, have presented at schools and various businesses on leadership and team development.**

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
FREE												

☐ Consultant ☐ Lecturer/Presenter _____ _____

Signature, Principal or Department Head — Date

_____ _____ 2/27/14

Additional Approval (If needed) — Date — Signature of Assistant Superintendent — Date

APPROVED FOR BOARD SUBMISSION: Tina L. Hawkins — Assistant Superintendent, Human Resources — Date 2/27/14 — Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 14TH day of FEB., 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and **KEVIN SUTER (IGNITE ASSEMBLIES)** (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

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131166

2013-2014

HUMAN RESOURCES

FEB 25 2014

La Mesa-Spring Valley School District

CONTRACT FOR CONSULTANT OR LECTURER/PRESENTER SERVICES

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Originating School or Department MAA Date 2/11/14

Consultant/Lecturer/Presenter Name Pacific Animal Productions Soc Sec No

Name of Firm or Business Pacific Animal Productions Taxpayer ID No (for 1099

Address

Background and qualifications of Consultant/Lecturer/Presenter Docents trained to present to schools

Program to be charged	Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Loc	Split %	Split $
Donation	03	00	0000	191	1110	1000	5800	060	240	100		

☐ Consultant ☒ Lecturer/Presenter [signature] Signature, Principal or Department Head 2/11/14 Date

Additional Approval (If needed) Date [signature] Signature of Assistant Superintendent 2/27/14 Date

APPROVED FOR BOARD SUBMISSION: [signature] Assistant Superintendent, Human Resources 2/27/14 Date Board Approval Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 2/11 day of February, 2014, by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, 4750 Date Avenue, La Mesa, California 91942, (hereafter -District"), and Pacific Animal Productions (hereafter "Contractor").

WHEREAS, Contractor represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

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NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. EMPLOYMENT OF CONTRACTOR. The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
2. TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing March 22, 2014, through March 22, 2014, inclusive; or, services shall be provided on the following dates March 22, 2014.
3. COMPENSATION. The District agrees to pay Contractor the amount of $405 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
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   Petting zoo and instruction on Animal care

9974

Distribution: Accounting, Human Resources, Contractor, Originator

13172

MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: March 4, 2014

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

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

Board members present:	Baber, Duff, Lecko, Turner, Winet
Board members absent:	None
Staff members present on assignment:	Marshall, Martinez, Sardina, Walker, Wigg

ESTABLISHMENT OF QUORUM

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of February 18, 2014, as presented.

MINUTES
Approved as presented

COMMUNICATIONS

2013-14 Second Interim Report	2013-14 2nd Interim Report
Exhibits A and B for Item B-3, Temporary Transfer of Funds	Exhibits A & B for B-3
Invitation to Quest Academy Open House on March 11	Quest Open House
Invitation to Mt. Helix Council PTA Reflections Art Show on March 19	Mt. Helix Council PTA Reflections Art Show
Email from California Business for Education Excellence recognizing the following schools for their success in raising student academic achievement: Fletcher Hills Elementary, La Mesa Middle, La Presa Middle, Murdock Elementary, Murray Manor Elementary and Parkway Middle	CA Business for Ed. Excellence School recognition
PowerPoint for the 2013-14 Second Interim Financial Report	PPT for 2nd Interim Report
Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding a Correction to Item LS-2, Comprehensive School Safety Plans	K. Walker, Asst. Supt., LS Correction to LS-2, Safety Plans
Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding Spring Valley Middle School Choir and Band Excursion	K. Walker, Asst. Supt., LS SVMS Choir & Band excursion

Letter from Cathy Frank, Parkway Middle School teacher, commending Minh Chau, Technical Support Technician, Information Systems; and Pete Ramos, Skilled Maintenance Worker II, Maintenance Department, for assisting her in updating her classroom with current technology	C. Frank, PKMS Teacher Commendations: M. Chau & P. Ramos
Memo from Tina Sardina, Assistant Superintendent, Human Resources, announcing TR Lin's receipt of a Joyner Snipes Award	T. Sardina, Asst. Supt., HR TR Lin – Award
Announcement of the 12th Annual "Honoring Our Own" Awards Dinner on May 2	Honoring Our Own Awards
Memo from Barbara Martinez, Superintendent's Office, regarding a toy drive at Bancroft Elementary School	B. Martinez, Supt's Office Toy Drive at Bancroft Elem.
Invitation to Mt. Helix Council PTA Presidents Brunch on March 19	PTA Presidents Brunch
Announcement of CSBA's Local Control Funding Formula Workshop at SDCOE on March 12	CSBA LCFF Workshop

AGENDA

AGENDA

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, 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

REPORTS

2013-14 2nd Interim Financial Report & Budget Update

The Second Interim Report covers the period ending January 31, 2014 and includes revenue and expenditure projections and a projected ending fund balance. Based on current projections for the 2013-14 Second Interim Report, a positive certification is recommended since the District will be able to meet its financial obligations in the current year and in the subsequent 2014-15 fiscal year. It was reported the District is growing out of the deficit and noted that last year at this time we were designated qualified rather than positive.

There was discussion regarding cash flow and revisiting Board Policy as it relates to the District's reserve limit of 5 percent, with a goal to increase it in 3-4 years to 10 percent.

The Board expressed an interest in holding a special study session to discuss the 2014-15 budget as it relates to the Local Control Funding Formula and the Local Control Accountability Plan.

NEW BUSINESS

It was moved by Baber, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the 2013-14 Second Interim Financial Report and Incorporated Budget Revisions.

2013-14 2nd Interim Financial Report & Incorporated Budget Revisions
Approved

It was moved by Duff, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the following:

Consent Calendar
Approved

Purchase Orders H52853 through H52993 totaling $232,760.99

Purchase Orders

Warrants February 7 through February 19, 2014 totaling $624,683.45

Warrants

Expenditures in the amount of $1288.00

Revolving Cash Fund Reimbursements from the General Fund

It was moved by Duff, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 13-14-13, Temporary Transfer of Funds from the San Diego County Treasurer; and Authorization to Enter into a Temporary Transfer Agreement with the County of San Diego.

Res. 13, Temp. Transfer of Funds from SD County Treasurer
Adopted

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to reject claim regarding solar panels

Claim – Solar Panels
Rejected

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to accept the following gifts with thanks: $1950.00 from Maryland Avenue Elementary School PTA to Maryland Avenue Elementary to be used to fund the Safety Patrol Disneyland trip, and $550.00 to be used for schoolwide art lessons; and $25,000.00 from Murray Manor Elementary School PTA to Murray Manor Elementary to be used to purchase iPads for classrooms.

Gifts – MAA, MUM
Accepted with thanks

It was moved by Winet, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve the Comprehensive School Safety Plans as corrected.

School Safety Plans
Approved as corrected

It was moved by Duff, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize staff to enter into a Memorandum of Understanding with San Diego Youth Services to Implement the Helping, Engaging, Reconnecting and Educating (HERE) Now Suicide Prevention and Early Intervention Program.

MOU with HERE program
Authorized

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to approve an Agreement for Private Vehicle Transportation In-Lieu of Transportation.

Agrmt. for Private Vehicle Transportation
Approved

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Winet, seconded by Lecko, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, 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 Lecko, seconded by Duff, and carried unanimously with the following votes: Ayes: Baber, Duff, Lecko, Turner, Winet; Noes: None; Absent: None, to authorize staff to enter into an Agreement with the University of Montana.

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Baber announced that he, Mr. Winet and the Superintendent met with City of La Mesa represenatives to work out details regarding configuring Highwood Park and other related matters; i.e., Jr. High Drive near La Mesa Middle School.

The Superintendent announced that in order to complete the Highwood Park and road project, the District plans to provide an easement to the City over part of our property. The City of La Mesa has applied for a grant and this project is pending funding being in place.

Mr. Baber announced he recently participated through his company at a BizTown event and had a great time.

Mr. Lecko announced he visited Maryland Avenue where he observed a Special Day Class and found the students to be very engaged.

Dr. Turner announced she recently attended a meeting of San Diego County School Board members.

Dr. Turner announced the "Honoring Our Own" Awards Dinner on May 2, 2014 and hoped that many of the Board members would be able to attend, as Barbara Warner from our District is one of the award winners.

Dr. Turner announced she visited Casa de Oro Elementary where she read to kindergarteners as part of the Dr. Seuss celebration.

At 7:55 p.m. the President announced a recess.

CLOSED SESSION

At 8:10 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; negotiations update – Administrators Association and other Unrepresented Bargaining Groups; and conference with real property negotiators – lease with Boys & Girls Clubs of East County, 4200 Parks Ave., La Mesa, CA (Brian Marshall, Superintendent). 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 9:08 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 March 18, 2014.

_____

Bill Baber, Clerk of the Board of Education