

La Mesa-Spring Valley School District

Board of Education

April 19, 2011

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, April 19, 2011 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

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

MINUTES OF PREVIOUS MEETINGS

Action

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

- | | | |
|----|---|-------------|
| 1. | Citizens' Bond Oversight Committee Annual Report | Information |
| 2. | 2009-10 Proposition M Bond Building Fund Financial Audit Report | Information |

NEW BUSINESS

BUSINESS SERVICES

- | | | |
|----|---|--------|
| 1. | Acceptance of the 2009-10 Proposition M Bond Building Fund Financial Audit Report | Action |
|----|---|--------|

SUPERINTENDENT

- | | | |
|----|---|-------------------|
| 1. | Approval of Policy Updates | Action |
| 2. | Resolution 10-11-28, Teacher Appreciation Week | Roll Call
Vote |
| 3. | Resolution 10-11-38, Classified School Employees Week | Roll Call
Vote |
| 4. | Resolution, 10-11-39, Administrative Employees Week | Roll Call
Vote |

BUSINESS SERVICES (cont.)

- | | | |
|----|---|-------------------|
| 2. | Consent Calendar* | Action |
| a. | Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements | |
| b. | Approval of Travel | |
| c. | Rejection of Proposal for Metropolitan Wide Area Network (WAN) Upgrade | |
| 3. | Authorization to Enter into an Agreement with the K-12 Public Schools and Community Colleges Facility Authority to Hire the Facilities Joint Powers Authority (FACJPA) to Perform as Construction Management Consultant to Complete the District's Proposition M and Federal ARRA Projects | Action |
| 4. | Resolution 10-11-29, a Resolution of the Board of Education of the La Mesa-Spring Valley School District Approving and Authorizing Execution of the First Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority and Use of the Design-Build Construction Delivery Method Pursuant to Education Code Section 17250.10 for Modernization and Improvement of School Facilities with Proposition M Funds | Roll Call
Vote |
| 5. | Resolution 10-11-30, of La Mesa-Spring Valley School District Authorizing the Borrowing of Funds for Fiscal Year 2011-12, the Issuance and Sale of One or More Series of 2011 Tax and Revenue Anticipation Notes Therefore in an Amount Not to Exceed \$12 Million, Participation in the San Diego County and School District Tax and Revenue Anticipation Note Program, and Requesting the Board of Supervisors of the County to Issue and Sell Said Notes | Roll Call
Vote |
| 6. | Authorization to Enter into an Agreement with the Air Pollution Control District for Purchase of Three New Special Education Wheelchair Buses, Exhaust Particulate Trap and Compliance with the Lower Emission School Bus Project | Action |
| 7. | Authorization to Purchase Three Replacement Special Education School Buses from Creative Bus Sales, Inc., Using State Matching Funds from the Air Pollution Control District | Action |
| 8. | Resolution 10-11-31, Authorizing the Director, Transportation and Warehousing to Implement the Air Pollution Control District's Bus Replacement and Retrofit Project | Roll Call
Vote |
| 9. | Resolution 10-11-32, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Southwest Transportation Authority for Buses | Roll Call
Vote |

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|-----|--|-------------------|
| 10. | Resolution 10-11-33, Authorizing Contracting Pursuant to U.S. Communities Government Purchasing Alliance Purchasing Cooperative Bid for Playground Equipment | Roll Call
Vote |
| 11. | Resolution 10-11-34, Authorizing Contracting Pursuant to the CMAS Government Purchasing Alliance Purchasing Cooperative Bid for Flooring | Roll Call
Vote |

LEARNING SUPPORT

- | | | |
|----|--|-------------------|
| 1. | Acceptance of Gifts – Fletcher Hills and Murray Manor Elementary Schools | Action |
| 2. | Acceptance of Uniform Complaint Quarterly Report | Action |
| 3. | Authorization to Conduct Student Excursion – Spring Valley Middle School Choral Program (San Diego Opera) | Action |
| 4. | Ratification of Student Excursion – La Presa Middle School Builders Club | Action |
| 5. | Authorization to Enter into a Contract with the Exceptional Family Resource Center | Action |
| 6. | Resolution 10-11-35, to Enter into an Amended Agreement with the California Department of Education to Provide Services in Accordance with the Child Care and Development Programs | Roll Call
Vote |

HUMAN RESOURCES RECOMMENDATIONS

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|----|--|-------------------|
| 1. | Standard Human Resources Recommendations | Action |
| 2. | Authorization to Enter into a Personnel Agreement with the Superintendent of Schools, San Diego County Office of Education | Action |
| 3. | Resolution 10-11-36, Elimination and/or Reduction of Classified Positions | Roll Call
Vote |
| 4. | Resolution 10-11-37, Elimination of Classified Supervisory Position | Roll Call
Vote |

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)
2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)

3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)
4. Anticipated Litigation – (4 cases) (GC 54956.9)
5. Real Property Negotiations – LMSVSD/Brian Marshall (Lessor) and Spring Valley Elementary School Community Center/San Diego Youth Services (Lessee) (GC 54956.8)
6. Public Employee Discipline/Dismissal/Release (GC 54954)
7. Discussion regarding Public Employee Appointment – Elementary Principal (GC 54957)
8. Public Employee Performance Evaluation – Superintendent (GC 54957)

HUMAN RESOURCES RECOMMENDATIONS (cont.)

- | | | |
|----|--|--------|
| 5. | Public Employee Appointment – Elementary Principal | Action |
|----|--|--------|

ADJOURNMENT

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

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

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
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

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

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

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: R-2 Reports of Officers of the Board
2009-10 Proposition M Bond Building Fund Financial Audit Report

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

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

James Hawley, CPA, Audit Manager with the firm of Christy White Accountancy Corporation, will present the enclosed Audit Report and respond to clarifying questions.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-1 New Business
Acceptance of the 2009-10 Proposition M Bond Building Fund Financial Audit Report

At the Citizens' Bond Oversight Committee's (CBOC) Audit Subcommittee meeting on January 14, 2011, the auditor reviewed the draft Audit Report in detail. The audit results were discussed with the subcommittee members. The 2009-2010 Proposition M Bond Building Fund Financial Audit Report contained no findings.

The audit report was presented to the CBOC at their January 27, 2011 meeting. The CBOC concurred with the recommendation to accept the report and present it to the Board.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board acknowledge receipt of the enclosed 2009-10 Proposition M Bond Building Fund Financial Audit Report.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: **Brian Marshall**
 Superintendent

ITEM NUMBER: **S-1 New Business**
 Adoption of Board Policy Updates

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

ADMINISTRATIVE RECOMMENDATION

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

BOARD POLICY COMPARISONS
April 2011

DELETE	ADD	SIGNIFICANT CHANGES
	AR 0420.4 (AR revised)	Charter Schools Pursuant to Education Code, the Administrative Regulation is being modified to include a deadline for a new or proposed new charter school to submit its charter petition to the district by November 1 of the fiscal year preceding the year for which facilities are requested. A new charter school is entitled to be allocated and/or provided access to facilities only if it receives approval of the petition before March 15 of the fiscal year preceding the year for which facilities are requested.
	BP/AR 1312.3 (BP/AR revised)	Uniform Complaint Procedures Board policy is updated to contain a statement that the District is primarily responsible for legal enforcement and investigation of complaints. Updates policy to include provisions of Williams Settlement and adds new administrative regulations providing specific filing procedures.
	AR/E(2) 1312.4 (AR/E(2) revised)	Williams Uniform Complaint Procedures MANDATED regulation revised for consistency with the California Department of Education's (CDE) Categorical Program Monitoring process, including (1) authorizing complaints when a student is provided photocopied sheets from a textbook, (2) amending the definition of "emergency or urgent threat" to include other conditions deemed appropriate, (3) amending the definition of "open restroom" to clarify that it does not include the temporary closing for repairs or safety reasons, and (4) adding a statement that a complaint form must be available at each school. Exhibit containing sample complaint form revised to amend the definition of "emergency or urgent threat" and "open restroom" consistent with the revisions to the AR.
	AR 3311 (AR revised)	Bids MANDATED regulation updated to reflect NEW LAW (AB 635) which defines "equal" for the purpose of determining whether a material, product, thing, or service related to a bid for a roof project is equal to the material, product, thing, or service designated in the district's bid specification. Section on "Instructions and Procedures for Advertised Bids" adds that the bid instructions will include the requirement that the bidder use the standardized proposal form provided by the district. Bid protest section updated to reflect District practice.

	BP 4020 (BP revised)	Drug and Alcohol Free Workplace MANDATED policy revised to clarify applicability of optional paragraph prohibiting an employee from being under the influence of alcohol or a controlled substance while on duty. Policy defines "on duty" to include instructional and noninstructional time in the classroom or workplace, in extracurricular or cocurricular activities, or in transporting and supervising students and exempts an employee's lawful use of prescription drugs from the prohibition.
	AR 4112.23 (AR revised)	Special Education Staff MANDATED regulation updated to reflect NEW LAW (AB 2160) which extends until 2013 the flexibility for teachers whose clear or preliminary credential authorizes instruction to students with mild and moderate disabilities to provide instruction to autistic students under specified conditions. Regulation deletes paragraph reflecting similar flexibility to teach autistic students age 3-4 years since this provision will become inoperative on August 31, 2011 unless subsequent legislation is enacted.
	AR 4112.4/4212.4/4312.4 (AR revised)	Health Examinations Regulation contains updated section on "Tuberculosis Tests" which (1) reflects NEW LAW (SB 1069) authorizing physician assistants to administer and verify results of tuberculosis tests, and (2) clarifies that an applicant previously employed by a private or parochial school can fulfill the tuberculosis testing requirement by producing a certificate or having his/her previous employer verify that a certificate is on file. Regulation also reflects NEW COURT DECISION which held that, once a board decides to suspend or transfer a certificated employee suspected of suffering from a mental illness, it must proceed in accordance with procedures stated in Education Code 44942.
	AR 4117.11/4317.11 (AR revised)	Preretirement Part-Time Employment MANDATED regulation revised to reflect NEW LAW (AB 2260) which restricts the ability of a certificated employee to terminate a reduced workload agreement when the district has agreed to pick up the employee's contribution to the defined benefit program of the California State Teachers' Retirement System (STRS). Such an employee may terminate the reduced workload agreement only by terminating his/her service, retiring from service under the defined benefit program, entering into a new reduced workload agreement, or returning to full-time employment.

	AR 4117.14/4317.14 (AR revised)	Postretirement Employment Updated regulation reflects NEW LAW (AB 2260) which revises exemptions to the postretirement compensation limitation under STRS by deleting exemptions for appointment to the Immediate Intervention/ Underperforming Schools Program and the High Priority Schools Grant Program, and adding exemption for any person appointed as a trustee to administer a program improvement district under the Local Educational Agency Intervention program.
	BP/AR 5113.1 (BP/AR revised)	Chronic Absence and Truancy Policy and regulation retitled and revised to include concepts related to "chronic absence," defined by NEW LAW (SB 1357) for purposes of the California Longitudinal Pupil Achievement Data System as students missing 10 percent of the days in the school year due to excused and/or unexcused absences. Policy adds material regarding attendance tracking, prevention and intervention strategies, analysis and reporting of attendance data, and a new section on "School Attendance Review Board." MANDATED regulation includes definition of "chronic truant" as added by NEW LAW (SB 1317) , adds new sections on "Attendance Supervisors" and "Addressing Chronic Absence," and reflects NEW LAW (AB 1610) which addresses the method of notifying parents/guardians when their child is truant and defines what it means to make a "conscientious effort" to hold a conference with the parent/guardian.
	BP/AR 5117 (BP/AR revised)	Interdistrict Attendance Policy and regulation revised to reflect NEW LAW (AB 2444) which requires that, once an interdistrict permit is granted and the student is enrolled in the new school, the district of enrollment (1) may not require the student to reapply, and (2) must allow the student to continue to attend the school unless the permit contains specific standards for reapplication.
	BP/AR/E 5118 - (BP/AR/E added)	Open Enrollment Act Transfers New policy and regulation developed to reflect NEW LAW (SBX5 4) which allows a parent of a student attending a school identified by the CDE as an open enrollment school to transfer to another school that has a higher Academic Performance Index score. Policy provides language waiving the January 1 deadline for all applications and creates an application window in order to allow the district to grant priorities as specified in statute. Policy also contains standards for rejection of transfer applications. Regulation specifies terms of approval for

		applications and requirements regarding parent notification whenever the CDE identifies a district school as an open enrollment school.
	BP/AR 5141.21 (BP/AR revised)	Administering Medication and Monitoring Health Conditions Policy and regulation updated to reflect NEW LAW (SB 1069) which provides that students may now be assisted to take, during the school day, medication ordered by a physician assistant as well as medication prescribed by a physician.
	BP/AR 5141.31 (BP/AR revised)	Immunizations Policy updated to (1) clarify the circumstances under which students must submit immunization records, (2) clarify options for requiring immunization records at registration or allowing a grace period up to 30 days after enrollment, and (3) reflect NEW LAW (AB 1937) which expands the types of health professionals who may give immunizations, under specified conditions. Updated regulation reflects NEW LAW (AB 354) which modifies the ages/grades of some immunization requirements and requires a pertussis booster for students admitted or advancing to grades 7-12 in the 2011-12 school year and, in subsequent years, for students admitted or advancing to grade 7 only.
	AR 5141.4 (AR revised)	Child Abuse Prevention and Reporting Updated regulation reflects NEW LAW (AB 2380) which revises the definition of "reasonable suspicion" of child abuse or neglect to provide that a mandated reporter's reasonable suspicion need not be based on his/her certain knowledge of actual child abuse or neglect or on the existence of any specific medical diagnosis. Section on "Reporting Procedures" (item #2) revised to reflect NEW LAW (AB 2339) which authorizes a mandated reporter to disclose information concerning a child's serious emotional suffering to any agency investigating the incident, including a licensing agency.
	AR 6115 (AR revised)	Ceremonies and Observances MANDATED regulation updated to reflect renumbering of related statutes per NEW LAW (AB 1775) . Section on "Display of Flag" revised to more directly reflect law regarding the occasions on which the flag should be flown at half-staff and to prohibit display of flag during darkness or inclement weather except under specified conditions.
	AR 6159 (AR revised)	Individualized Education Program MANDATED regulation contains material formerly in AR 6164.4 - Identification and Evaluation of Individuals for Special Education regarding a parent/guardian's right to revoke consent for continued special education services

		for his/her child. Section on "Parent/Guardian Consent" also revised to reflect NEW LAW (AB 1841) which specifies that a district may not override a parent/guardian's revocation of consent for special education services by filing for a due process hearing or requesting mediation in order to require that services be provided. Section on "Timelines for the IEP and for the Provision of Services" revised to reflect conformance of state law with federal regulations when referral of students is made 30 days or less prior to the end of the regular school year.
	BP/AR 6161.1 (BP/AR revised)	Selection and Evaluation of Instructional Materials Updated policy reflects NEW LAW (AB 2211) which revises the definition of "sufficiency of instructional materials" to include materials in a digital format as long as specified conditions are met. Updated regulation reflects NEW LAW (AB 2694) which (1) expands the definition of "supplementary instructional materials" to include materials that use current, relevant technology which engages interactive learning, and (2) requires that technology-based instructional materials used in schools be both available and comparable to other, equivalent instructional materials.
	BP/AR 6164.4 (BP/AR revised)	Identification and Evaluation of Individuals for Special Education MANDATED policy revised to include notification to parents/guardians regarding their right to consent to the assessment of their child for purposes of determining the child's eligibility for special education or related services. Regulation revised to delete material related to parent/guardian revocation of consent for continued provision of services (now in AR 6159 - Individualized Education Program).
	AR 6173.1 (AR revised)	Education for Foster Youth Updated regulation reflects NEW LAW (SB 1353) which states legislative intent that, when making placement decisions for foster youth, the youth's "best interests" should include a consideration of educational stability. Section on "Enrollment" reflects NEW LAW (AB 1933) which allows a foster youth to (1) continue in his/her school of origin as long as he/she is under the jurisdiction of the court, and (2) matriculate with his/her peers in accordance with established feeder patterns, whether the new school is within the district or in another district.

	<p>AR 7214 (AR revised)</p>	<p>General Obligation Bonds Regulation revised to reflect NEW LAW (SB 1473) which provides that annual, independent financial and performance audits required for bonds approved under the 55 percent voter approval threshold be conducted in accordance with the government auditing standards issued by the U.S. Comptroller General.</p>
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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: S-2 New Business
Resolution 10-11-28, Teacher Appreciation Week

ROLL CALL VOTE

Teachers play a crucial role in making sure every child receives a quality education.

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 10-11-28, Teacher Appreciation Week.

Resolution 10-11-28
Teacher Appreciation Week

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

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**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: S-3 New Business
Resolution 10-11-38, 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 10-11-38, Classified School Employees Week.

La Mesa-Spring Valley School District

Resolution 10-11-38
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 16-20, 2011, as *Classified School Employees Week* in the La Mesa-Spring Valley School District.

PASSED AND ADOPTED by the Governing Board on April 19, 2011, 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
April 19, 2011**

PREPARED BY: Brian Marshall
Superintendent

ITEM NUMBER: S-4 New Business
Resolution 10-11-39, 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 10-11-39, Administrative Employees Week.

La Mesa-Spring Valley School District

**Resolution 10-11-39
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 23-27, 2011 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 April 19, 2011, 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
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

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

Purchase orders and warrants issued since the last Board meeting will be available at the meeting for review by the Board.

The following are submitted for ratification:

- I. Purchase Orders: A total of 364 purchase orders have been processed, numbered E22496 through E22859. These purchase orders total \$635,401.87.
- II. Warrants: A total of 295 warrants have been issued, dated March 7, 2011 through March 30, 2011. These warrants total \$786,113.86.
- III. Revolving Cash Fund Reimbursements: Two (2) checks have been processed, totaling \$2,773.60.

ADMINISTRATIVE RECOMMENDATION

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

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

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

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
1643	03/30/11	Richard Meyers	Payroll	\$2309.32
1644	04/06/11	Zandali Contreras	Payroll	\$464.28

**REVOLVING CASH FUND REIMBURSEMENTS
A TOTAL OF (2) CHECKS PROCESSED TOTALING \$2,773.60**

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

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

ADMINISTRATIVE RECOMMENDATION

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

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

NAME	TRAVEL/CONFERENCE	CITY/STATE	DATES	REGISTRATION FEE
Toni Dimuzio Non-Employee	Mindstreams Schools Attuned to All Kinds of Minds	San Diego, CA	6/22/11 – 6/28/11	\$1,570
Diane Hartley Non-Employee	Mindstreams Schools Attuned to All Kinds of Minds	San Diego, CA	6/22/11 – 6/28/11	\$1,570
Alice Gonzalez Non-Employee	Mindstreams Schools Attuned to All Kinds of Minds	San Diego, CA	6/22/11 – 6/28/11	\$1,570
Manuel Aceves	Educational Design LLC Fostering Literacy Independence	Tacoma, WA	6/28/11	\$229
Manuel Aceves	Educational Design LLC Readers in the Middle CAFÉ in the Classroom	Tacoma, WA	6/30/11	\$295

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-2c New Business (Consent Calendar)
Rejection of Proposal for Metropolitan Wide Area Network (WAN)
Upgrade

On December 8, 2010, at 2:00 p.m., the District opened proposals for the Metropolitan Wide Area Network (WAN) upgrade. Requests for Proposals (RFPs) were advertised by the Purchasing Department in accordance with the law and distributed to eighteen (18) companies. Six (6) companies attended the mandatory three-day pre-proposal walk. Two (2) proposals were received by the date and time specified in the RFP documents.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board reject the proposals for the Metropolitan Wide Area Network (WAN) upgrade due to all proposals exceeding the District's budget.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-3 New Business
Authorization to Enter into an Agreement with the K-12 Public Schools and Community Colleges Facility Authority to Hire the Facilities Joint Powers Authority (FACJPA) to Perform as Construction Management Consultant to Complete the District's Proposition M and Federal ARRA Projects

As the cost of construction and facilities planning continues to rise, alternative sources of performing these tasks are becoming a viable option for school districts. The San Diego County Office of Education (SDCOE) and other districts within the county have formed a Facilities Joint Powers Authority (FACJPA) to evaluate the practicality of collaborative efforts to obtain such services and to arrange for construction and facility-related services and projects.

At the December 7, 2010 Board meeting, the Board authorized the District to enter into an agreement to join the FACJPA.

One of the benefits of joining the FACJPA is the ability to utilize the FACJPA as the construction manager to assist in completing projects for our District. Utilizing the FACJPA for construction management will allow the District to complete the District's Proposition M and Federal ARRA projects (see attached agreement) in a timely and cost-efficient manner.

The fee for the FACJPA's project management services is \$80,000, with an additional allowance of \$25,000 for contingency costs and consultant support if needed.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached agreement with the K-12 Public Schools and Community Colleges Facility Authority to hire the FACJPA to perform as the District's construction management consultant to complete the District's Proposition M and Federal ARRA projects.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA
PROJECT AGREEMENT

FIRST PROJECT AGREEMENT BETWEEN

LA MESA- SPRING VALLEY SCHOOL DISTRICT (LMSV)

AND THE

K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY

This First Project Agreement ("First Project Agreement") by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY ("AUTHORITY"), AND LA MESA-SPRING VALLEY SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("LMSV" or "District") is made this ____ day of _____, 2011. AUTHORITY and LMSV are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, pursuant to Government Code section 6500, *et seq.*, two or more public agencies, by agreement, may form a joint powers authority; and

WHEREAS, LMSV became a member of the K-12 Public Schools and Community Colleges Facility Joint Powers Authority upon approval of the agreement between AUTHORITY and LMSV (as one of several other entities) by LMSV's governing board ("Board") on December 7, 2010 ("AUTHORITY Agreement"); and

WHEREAS, the AUTHORITY Agreement provides facilities planning, construction and maintenance services to its members through the AUTHORITY; and

WHEREAS, LMSV desires to contract with AUTHORITY for services to assist in the completion of construction projects paid for with monies from Proposition "M" funds and other funds available to the District ("Project"); and

WHEREAS, the Parties contemplate two project agreements, the First Project Agreement limited to project facilitation and management services only and the second project agreement to include construction, repair and/or modernization services in addition to continued project facilitation and management services.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
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PROJECT AGREEMENT

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this First Project Agreement and agree as follows:

A. The Parties acknowledge that this First Project Agreement sets forth the terms of the management and facilitation work to be completed during the preconstruction phase of the Project. The Parties further acknowledge that in the event the District exercises its discretion to retain the Authority for the construction phase of the Project, then this First Project Agreement will be followed by a second project agreement which sets forth the terms of the work to be completed for the management and facilitation work to be completed during the construction phase of the Project ("Second Project Agreement").

B. Project Description. The Project is described generally below and more specifically described in Attachment 3.

1. Limited Funding. The total cost of the Project is limited to \$1.43 million.

2. Scope. The Project will include as much of the work listed below as possible, to be completed in the priority set forth below until the limit of \$1.43 million is reached.

2.1 Improvement of ADA accessibility for 16 playgrounds and school sites within the District, including signage, striping, truncated domes, barrier removal and improvement of pathways.

2.2 Asbestos and/or lead abatement, and recarpeting at the following District schools: Murray Manor, Northmont, and Fletcher Hills Elementary School and updating LMSV asbestos identification/removal records for all sites.

2.3 Review and updating of District's Asbestos Management Plan / Book for compliance with applicable regulations and to establish the locations of any asbestos in future projects.

2.4 Renovation of special education facilities at Maryland Avenue Elementary and Casa De Oro Elementary as further described in Attachment 1.

2.5 Repair water/ sewer systems at Murdock Elementary, Northmont Elementary and La Presa Middle School as further described in Attachment 2.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
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C. First Project Agreement Work.

1. **Project Management and Facilitation for Preconstruction Work.** Under the terms of this First Project Agreement, AUTHORITY shall provide project management and project facilitation services to assist in the preconstruction phase of the Project ("Preconstruction Management").

2. **Preconstruction Management.** AUTHORITY shall provide the following services:

2.1 **Selection of Contractors and Consultants.** AUTHORITY shall conduct required selection processes to hire appropriate consultants and contractors on behalf of LMSV for the Project. AUTHORITY shall ensure that all consultants and contractors are selected in accordance with this First Project Agreement and all applicable laws, including the Education Code and Public Contract Code. AUTHORITY shall further ensure that all consultants and contractors selected are appropriately licensed or certified, as applicable. Selected consultants and contractors are subject to the approval of the District.

2.2 **Schedule and Coordination.** By May 2, 2011, AUTHORITY shall provide LMSV with a Project schedule addressing all deadlines related to the work that will be performed in accordance with this First Project Agreement. At this time, AUTHORITY will also provide the District documentation outlining the estimated number of hours required to complete the work related to this First Project Agreement and an accurate description of the services needed to complete such work, which will be attached as Attachment 4 to this First Project Agreement. After May 2, 2011 and until the termination of this First Project Agreement, and upon request by the District, AUTHORITY shall provide progress reports to the District, whether in person or in writing depending on the scope of Work ongoing at the time of the request.

D. Second Project Agreement Work.

1. **Project Management and Facilitation for Construction Work.** The Parties will enter into a Second Project Agreement for management and facilitation of work related to the construction, repair and/or modernization phase of the Project as soon as practically possible following full execution of this First Project Agreement.

2. **Construction Management.** AUTHORITY shall provide "turnkey" project delivery of the Project, including contracting with and oversight of contractors, subcontractors and consultants, as more fully described in the Second Project



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
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PROJECT AGREEMENT

Agreement. AUTHORITY shall ensure all applicable requirements for public school construction projects are included in contracts related to the construction of the Project.

3. Preconstruction Management work under this First Project Agreement and Construction Management work under the Second Project Agreement are referred to collectively as the "Work."

E. Work

1. Commencement of Work. AUTHORITY shall begin the Work immediately upon receipt of the fully executed First Project Agreement, approved by the Board.

2. Completion of Work.

2.1 Bundled. AUTHORITY shall attempt to bundle the Project construction, modernization and repair work with a project being done by another AUTHORITY member. AUTHORITY shall ensure the bundling is done in accordance with Public Contract Code section 10127 and any other applicable law or regulation. AUTHORITY shall complete the Project by August 3, 2012 if it can be "bundled" with another District to attain the minimum \$2.5 million threshold required by Education Code section 17250.20 to complete the Project using the design-build construction delivery method. AUTHORITY shall ensure compliance with the requirements of Education Code section 17250.10, *et. seq.* or any other applicable law, should the design-build method be used for the completion of the Project.

2.2 Not Bundled. If the bundling of projects is not possible, AUTHORITY shall use the traditional design-bid-build construction delivery method to complete the Project. If not bundled with the project of another AUTHORITY member, AUTHORITY shall deliver completed Project to LMSV by December 31, 2012.

3. Compliance with Laws. AUTHORITY shall complete the Work and ensure the construction work for the Project is completed in accordance with all applicable federal and state laws, including Title 24 of the California Code of Regulations, which includes the CALGreen Building Code.

4. AUTHORITY shall complete the Project according to the priorities listed in Section B, subsection 2 above, and shall do so within the \$1.43 million budget. No other money is available or contemplated for use in the Project at this time.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA
PROJECT AGREEMENT

F. Fees.

1. **AUTHORITY** shall be paid a fixed fee of Eighty Thousand Dollars (\$80,000) in increments as set forth in Subsection 3 below, plus a fixed fee of Twenty Five Thousand Dollars (\$25,000) as an allowance for consultant support, if needed, as set forth in Subsection 4 below. No reimbursable expenses will be paid under this First Project Agreement.

2. Payment shall be made to **AUTHORITY** in increments upon completion and approval by LMSV of each portion of the Project under the following schedule:

2.1	Playground ADA upgrades.	\$49,000
2.2	Asbestos abatement/re-carpeting	\$21,000
2.3	Special Education Work	\$ 5,000
2.4	Repair of water/sewer system	\$ 5,000

3. **Billing.** **AUTHORITY** shall bill for completed Work in accordance with the payment schedule above. Payments are due within 30 days of receipt of an acceptable invoice from **AUTHORITY**. Such invoice shall describe in detail the services provided and itemize costs for such services in an accurate and organized manner.

4. **Consultant Support Fees.** If **AUTHORITY** intends to use the available \$25,000 in funds for consultant support, **AUTHORITY** shall provide adequate notice to District in writing that such funds will be needed. Included in the notice, **AUTHORITY** shall provide an estimated accounting of the amount to be used, the number of hours to be worked and an accurate description of the consultant services to be provided.

G. District Responsibilities.

1. **Support.** At its discretion and as space is available, LMSV shall provide **AUTHORITY** project manager the use of LMSV office space, including existing desktop computer, use of office copy machine and fax machine until the Project is completed.

2. LMSV will ensure sufficient money is available to pay consultants, contractors, and subcontractors working on the Project.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA
PROJECT AGREEMENT

H. ADA Plans.

1. The Parties acknowledge and agree that LMSV's contract with Davy Architecture ("Architect") is not incorporated into this First Project Agreement.

2. In order to maximize the scope of work that can be completed for the \$1.43M budget, AUTHORITY will utilize Architect's previous work on ADA accessibility approved by the California Division of State Architect ("DSA"). If Architect's DSA-approved plans require additional approval or re-plan check, AUTHORITY shall hire Architect to complete the design or provide the design as criteria to another prequalified integrated project delivery team should the Project be bundled with another AUTHORITY project to allow for the design-build construction delivery method to be used.

I. Miscellaneous.

1. This First Project Agreement shall only be effective upon execution by both the AUTHORITY and LMSV and approval by the Board.

2. This First Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. If any provision of this First Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this First Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.

4. Each Party declares that prior to the execution of this First Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding the First Project Agreement.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA
PROJECT AGREEMENT

IN WITNESS WHEREOF, EACH PARTY HAS EXECUTED THIS FIRST PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

DATE: _____

LMSV

LA MESA SPRING VALLEY SCHOOL DISTRICT

BY: _____
(Signature)

PRINT NAME: DAVID YOSHIHARA

TITLE: Assistant Superintendent of
Business Services

DISTRICT ADDRESS:

4750 Date Avenue
La Mesa, CA 91942

AUTHORITY

DATE: _____

FACJPA AGENCY:

SAN DIEGO COUNTY

SUPERINTENDENT OF SCHOOL

BY: _____
(Signature)

NAME: Lora Duzyk

TITLE: Assistant Superintendent of
Business Services Division

AGENCY ADDRESS:

6401 Linda Vista Rd., Rm 412
San Diego, CA 92111



**K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA
PROJECT AGREEMENT**

Attachment 1

(Special Education Facilities Renovation)

Special Ed Remodel Project at Casa De Oro Elementary (Rooms 10, 11, 12 and 21)

Room 10

Add 4/0 door with window between Rm. 10 and 11 – in S.W. corner of room 10.
Remove existing cabinetry.

Add gates at both doors, exactly like those existing in Rooms 11 and 12.

Room 11

Construct Handicap restroom in N.E. corner of room. Include toilet, sink and changing table with Corian (or equal) top. Changing table to include spray hose assembly / faucet and flush-sink – as currently exists at F.H. Elementary between Rms. A and B in Bldg. P-1, or Rancho Elementary between Rms. 17 and 18 or 19 and 20.

Room 12

Add 4/0 door with window between Rms. 11 and 12 – in S.E. corner of Rm. 12.

Room 21

Add door to N. wall of Rm. 21 where existing window currently is. Frame in any remaining window opening. Add landing outside door (to North) and ramp to existing sidewalk on S. side of Building 7.

Add “mobility swing” hooks (4) above ceiling.

Rooms 10, 11 and 12

Repaint interior walls and cabinets in these rooms.

Rooms 10, 11 and 21

Recarpet these rooms, including new cove base.

Special Ed Remodel Project at Maryland Avenue Elementary (Rooms 24, 25, 26, 17, 17A, 18, 6 and 7)

Room 24

Build Handicap accessible restroom in N.E. corner

Add 4/0 door with window between Rm. 24 and 25

[Attachment 1 continues on next page]



**K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA
PROJECT AGREEMENT**

Room 25

Move tech wall from E. wall of Rm. 25, to E. wall of Rm. 24

Repair ceiling on W. side – coming off wall angle

Add “mobility swing:” hooks (4) in ceiling – similar to those currently at F.H. and Rancho

Room 26

Build Handicap accessible restroom in N.E. corner

Add 4/0 door with window between Rm. 26 and 25

Move tech wall from W. wall of Rm. 26 to W. wall of Rm. 18

Ck. Floor for “springiness” – cut out ply when carpet is being replaced; check floor joist for supports

Room 17, 17A, 18

“Dress up” around Tech walls – cover existing chalkboard

Touch up paint on exterior doors

Add 3/0 door with window between front office (Rm. 17A) and Rm. 18 – in W. wall

Add 3/0 door with window door between back office and Rm. 17 – in E. wall

Rooms 6 and 7

Add 4/0 door with window between Rooms 6 and 7 – to left of Tech wall in Rm. 7

Rooms 24, 25 and 26

Add hot water and faucets to all sinks. Remove DF’s from sinks in Rooms 24 and 26 – they will be in Restroom.

Recarpet all 3 rooms.

Rooms 17, 17A and 18

Recarpet both Rooms 17 and 18; and offices of “17A”.



**K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
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PROJECT AGREEMENT**

Attachment 2

(Repair of Water/Sewer Systems at Murdock Elementary, Northmont Elementary and La Presa Middle School)

Scope of Work for Repair of Water / Sewer Systems:

- Murdock involves saw-cutting and demo of concrete, replacement of 4 inch sewer line with two clean-outs, backfill / compaction of soil and replacement of concrete (including "pinning " it to existing). Roughly 150 feet.
- Northmont involves excavation, replacement of 4 inch sewer including 4 clean-outs and backfill / compaction of soil (The majority of this work is in lawn area, but does have one section where a sidewalk intersects the line. This could be tunneled). Roughly 300 feet.
- La Presa Middle involves excavation of line, replacement of 4 inch sewer (including 2 clean-outs) and backfill / compaction of soil. Again this is in a lawn area. Roughly 100 feet.



**K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA
PROJECT AGREEMENT**

Attachment 3

TOP 20 PRIORITIES OF REMAINING "A" LIST ITEMS*

PRIORITY	SITE	CATEGORY	PROJECT	AMOUNT
#1C	SIXTEEN SITES	ADA	Playground Access	TBD
#4	ALL SITES	HEALTH/SAFETY	Identify asbestos for removal	\$ 20,000
#5A	MURRAY MANOR	BLDGS	Abate asbestos	TBD
#5B	MURRAY MANOR	BLDGS	Replace classroom carpet	\$ 150,331
#6A	FLETCHER HILLS	BLDGS	Abate asbestos	TBD
#6B	FLETCHER HILLS	BLDGS	Replace classroom carpet	\$ 175,000
#7A	NORTHMONT	BLDGS	Abate asbestos	TBD
#7B	NORTHMONT	BLDGS	Replace classroom carpet	\$ 175,000
#8	RANCHO	BLDGS	Abate asbestos	\$ 14,160
#9	RANCHO	BLDGS	Install energy efficient windows	\$ 100,000
#10	MURDOCK	HEALTH/SAFETY	Repair water/sewer system	\$ 50,000
#11	MURDOCK	SITE	Add student drop off zone	\$ 65,000
#12	LEMON AVE.	HEALTH/SAFETY	Add outside lighting	\$ 17,000
#13	NORTHMONT	HEALTH/SAFETY	Repair water/sewer system	\$ 25,000
#14	PARKWAY MIDDLE	BLDGS	Install energy efficient windows	\$ 250,000
#15	LA PRESA MIDDLE	HEALTH/SAFETY	Repair water/sewer system	\$ 45,000
#16	LA MESA MIDDLE	BLDGS	Install energy efficient windows	\$ 350,000
#17	LA PRESA MIDDLE	BLDGS	Install energy efficient windows	\$ 40,000
#18	FLETCHER HILLS	BLDGS	Install energy efficient windows	\$ 200,000
#19	CASA DE ORO	BLDGS	Install energy efficient windows	\$ 170,000
#20	MARYLAND AVENUE	BLDGS	Install energy efficient windows	\$ 200,000
			Total	\$ 2,046,491

TOP 20 PRIORITIES OF REMAINING "A" LIST ITEMS-COMPLETED*

PRIORITY	SITE	CATEGORY	PROJECT	AMOUNT
#1A	FIRST ELEVEN SITES	ADA	Playground Equipment	\$ 816,944
#1B	NEXT FIVE SITES	ADA	Playground Equipment	\$ 432,410
#2	FLETCHER HILLS	SITE	Repair cracked concrete	\$ 178,417
#3	BANCROFT	HEALTH/SAFETY	Repair water/sewer system	\$ 55,000
			Total	\$1,482,771

* As of January 18, 2011



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA
PROJECT AGREEMENT

Attachment 4

**(PROPOSED TIME AND SERVICES REQUIRED FOR WORK UNDER FIRST PROJECT
AGREEMENT)**

[To be Inserted in Accordance with First Project Agreement]

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-4 New Business
Resolution 10-11-29, a Resolution of the Board of Education of the La Mesa-Spring Valley School District Approving and Authorizing Execution of the First Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority and Use of the Design-Build Construction Delivery Method Pursuant to Education Code Section 17250.10 for Modernization and Improvement of School Facilities with Proposition M Funds

ROLL CALL VOTE

At the December 7, 2010 Board meeting, the Board authorized the District to enter into an agreement to join the FACJPA.

One of the benefits of joining the FACJPA is the ability to utilize the FACJPA as the construction manager to assist in completing projects for our District. Utilizing the FACJPA for construction management will allow the District to complete several projects in a timely and cost-efficient manner.

California Education Code 17250.10 permits the governing board of a school district to enter into a contract for the design and construction of school facilities on terms the governing board determines are in the best interests of the District if the governing board finds that use of the design-build construction delivery method ("Design-Build Process") will reduce comparable project costs, expedite the project's completion, or provide features not achievable through the traditional design-bid-build construction delivery method.

A resolution is required approving the use of the Design-Build process for the Project.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Education adopt the attached Resolution 10-11-29, approving and authorizing execution of the First Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority and use of the Design-Build construction delivery method pursuant to Education Code Section 17250.10 for modernization and improvement of school facilities with Proposition M funds.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION NO. 10-11-29**

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE LA MESA-SPRING VALLEY
SCHOOL DISTRICT APPROVING AND AUTHORIZING EXECUTION OF THE FIRST
PROJECT AGREEMENT WITH THE K-12 PUBLIC SCHOOLS AND COMMUNITY
COLLEGES FACILITY AUTHORITY AND USE OF THE DESIGN-BUILD CONSTRUCTION
DELIVERY METHOD PURSUANT TO EDUCATION CODE SECTION 17250.10 FOR
MODERNIZATION AND IMPROVEMENT OF SCHOOL FACILITIES
WITH PROPOSITION “M” FUNDS**

WHEREAS, on December 7, 2010, the Board of Education (“Board”) of the La Mesa-Spring Valley School District ("District") approved becoming a member of the K-12 Public Schools and Community Colleges Facility Authority (“FACJPA”), which was formed in accordance with Government Code section 6500 *et seq.*; and

WHEREAS, California Education Code § 17250.10 *et seq.* permits the governing board of a school district to enter into a contract for the design and construction of school facilities on terms the governing board determines are in the best interests of the District if the governing board finds that use of the design-build construction delivery method ("Design-Build Process") will (i) reduce comparable project costs; (ii) expedite the project’s completion; or (iii) provide features not achievable through the traditional design-bid-build construction delivery method; and

WHEREAS, through the first project agreement (“First Project Agreement”), attached hereto as Exhibit A, with the FACJPA, the FACJPA will complete project facilitation and management services and contract procurement services for the completion of certain modernization and improvement projects using District Proposition “M” funds (“Project”); and

WHEREAS, the FACJPA has agreed to perform the project facilitation and management services and contract procurement services for Eighty Thousand Dollars (\$80,000.00) plus a fixed fee of Twenty-Five Thousand (\$25,000.00) as an allowance for consultant support, if needed; and

WHEREAS, the FACJPA will work to combine the Project with another project being completed by another member of the FACJPA to meet the Two and a Half Million Dollar (\$2.5 million) threshold required for use of the Design-Build Process; and

WHEREAS, the Board has received and reviewed information presented by FACJPA staff and District staff that use of the Design-Build Process for the Project is anticipated to (i) enable cost containment to reduce costs for the Project; (ii) shorten the delivery schedule of the Project by approximately 12-24 months; and (iii) is in the best interests of the District and will provide flexibility and control not achievable through the traditional design-bid-build construction delivery method; and

WHEREAS, the District wishes the Project to commence as soon as possible to meet construction deadlines and ensure that the Project is completed with the most efficient and advantageous use of District Proposition “M” funds and other state and federal monies available for use on school facilities projects; and

WHEREAS, the District wishes to engage the FACJPA for the services described in the First Project Agreement and the FACJPA desires to complete such work in accordance with the terms and conditions of the First Project Agreement.

NOW, THEREFORE, the Board of Education of the La Mesa-Spring Valley School District does hereby resolve, order and determine as follows:

1. The above recitals are true and correct.
2. Based on comments, staff reports and documentation reviewed by the Board, the Board hereby makes the findings required by Education Code section 17250.20 that use of the Design-Build Process for the Project is anticipated to (i) enable cost containment to reduce costs for the Project; (ii) shorten the delivery schedule of the Project by approximately 12-24 months; and (iii) is in the best interests of the District and will provide flexibility and control not achievable through the traditional design-bid-build construction delivery method.
3. The Board hereby approves the use of the Design-Build Process for the Project so long as the FACJPA meets the requirements of all applicable laws and regulations, including the minimum threshold requirement.
4. The Board hereby approves the First Project Agreement in substantially the same form as attached hereto as Exhibit A, subject to minor revisions during the course of finalizing the documents necessary to effect the intent of the parties and any such revisions made in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed and approved in all respects by adoption of this Resolution by the Board.
5. The Board hereby authorizes the District's superintendent, or his designee, to take such actions and execute such agreements and documentation necessary to effect the intent of this Resolution.
6. The foregoing Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District, San Diego County, California, on this 19th day of April, 2011, at a duly noticed meeting, by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

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

By: _____
Rick Winet, President, Board of Education

Certified a True Copy:

By: _____
Bob Duff, Clerk, Board of Education

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-5 New Business
Resolution 10-11-30, of La Mesa-Spring Valley School District Authorizing the Borrowing of Funds for Fiscal Year 2011-12, the Issuance and Sale of One or More Series of 2011 Tax and Revenue Anticipation Notes Therefore in an Amount Not to Exceed \$12,000,000, Participation in the San Diego County and School District Tax and Revenue Anticipation Note Program, and Requesting the Board of Supervisors of the County to Issue and Sell Said Notes

ROLL CALL VOTE

The State has enacted additional deferrals of our July and August Apportionments to October in addition to the February to April deferral implemented last year and the June deferral instituted several years ago. As a result, this will significantly impact our cash flow and our ability to meet payroll and other operating expenses. There also may be other instances during the year where a cash shortfall could arise due to timing differential of monthly cash receipts and disbursements and other delays as the state fiscal crisis continues.

Tax and Revenue Anticipation Notes (TRANs) is a means of borrowing money on a short-term basis to meet a cash flow shortage. The money, which is borrowed at a favorable tax-exempt rate of interest, is considered a temporary advance against taxes and other revenue to be received by the District. The funds are invested in the County Treasury until needed. The District is permitted limited retention of the arbitrage earnings generated through the borrowing.

The documents necessary to participate in the 2011-12 San Diego County TRANs program were sent electronically to the Board for review:

- District Resolution
- Form of Trust Agreement
- Form of Purchase Agreement
- Form of Official Statement

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the enclosed Resolution 10-11-30, authorizing the borrowing of funds for fiscal year 2011-12, the issuance and sale of one or more series of 2011 tax and revenue anticipation notes in an amount not to exceed \$12,000,000, participation in the San Diego County and School District Tax and Revenue Anticipation Note Program, and requesting the Board of Supervisors of the County to issue and sell said notes.

RESOLUTION NO. 10-11-30

RESOLUTION OF LA MESA-SPRING VALLEY SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-2012 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2011 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$12,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts and the County of San Diego (the "County") are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the legislative body (the "Board") of the school district specified in Section 22 hereof (the "District") has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the "Principal Amount") is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2012 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2011 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the "Note");

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed 85% of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof);

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

WHEREAS, the financial advisor to the participating school districts (the "Financial Advisor"), together with the underwriter appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes (which may include a single note of one participating school district) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures Note Participations comprising each Series and (ii) possibly other features, all of which the District hereby authorizes the Financial Advisor to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") between such Issuers and the banking institution named therein as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in its Note and the notes issued by other Issuers in such Series, if any; if the District Officer determines at the time of issuance of its Note that participation in such Program is in the best financial interests of the District;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by the District or by the other Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument")

issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

WHEREAS, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instruments, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the County Officer, as hereinafter defined, of the Pricing Confirmation;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement), and in the event that the Note is sold on a stand-alone basis, the District will be responsible for (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, all Predefault Obligations and the Issuer's Reimbursement Obligations, if any;

WHEREAS, pursuant to the Program, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement (the "Purchase Agreement") approved by an Authorized District Representative and the County Officer, as referred to in Section 4;

WHEREAS, the District has determined that it may be desirable to provide for the issuance of an additional parity note (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which are secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2011 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

Each Note may be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations may be sold to the Underwriter appointed in Section 21 pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved; provided, however, in the event one or more Authorized District Representatives identified in Section 22 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. The Chief Financial Officer, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a "County Officer") are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Note; *provided further*, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting or otherwise to the Board, are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent, the Assistant Superintendent for Business, the Business Manager or Chief Financial Officer of the District, as the case may be, or, in the absence of any such officer, his or her assistant (each a "District Officer") is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the District Officer following execution by the County Officer of the Pricing

Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider, if any, payable by the District, negative and affirmation covenants of the District and events of default. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the District for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission (the "Rule"), unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers, if any, or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and

otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 8 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold on either a stand-alone basis or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of such other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to

enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create separate accounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 8. Source of Payment. The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note and the amount, if any owed the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall

mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenue" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Note as sequentially numbered Repayment Dates (each individual date a "Repayment Date" and collectively "Repayment Dates") (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such fund, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Note and interest due on the Note, as specified in the related Pricing Confirmation. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in the Trust Agreement, with a fixed rate of return through the Maturity Date.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider, if any.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note, or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of

such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the outstanding Note and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of the Parity Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

Section 9. Execution of Note. The County Officer shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Note on its behalf.

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder and (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory

requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Credit Provider, if any, the Financial Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed 85% of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than 85% of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least 85% of such amount for the Repayment Fiscal Year.

(H) The District (i) is not currently in default on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter and the Credit Provider, if any, and in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement), the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability

of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Note, the Note and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) As a condition to the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2009-10 or Fiscal Year 2010-11 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2009-10 or Fiscal Year 2010-11 within the meaning of Section 42133 of the Education code of the State of California, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2010-2011 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2011-2012 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(R) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be "arbitrage bonds" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2011, including the Note, is not reasonably expected to exceed \$5,000,000, *provided* that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, **or in the alternative**, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the

same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Note.

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all

certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 17. Treasurer's Loans. To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the governing board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer-Tax Collector of the County and to the County Superintendent of Schools.

Section 19. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 20. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 21. Appointment of Financial Advisor and Underwriter. Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint Government Financial Strategies inc. to serve as Financial Advisor for the District in connection with the Program, and to execute an agreement for financial advisory services with such firm. Citigroup Global Markets, Inc., together with such co-underwriters, if any, identified in the Purchase Agreement, is hereby appointed as underwriter for the Program.

Section 22. Resolution Parameters.

- (a) Name of District: La Mesa-Spring Valley School District
- (b) Maximum Amount of Borrowing: \$12,000,000
- (c) Authorized District Representatives:
 - (1) Superintendent
 - (2) Assistant Superintendent of Business Services
 - (3) Director of Fiscal Services

Section 23. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

[Attach form of Certification of the Clerk of the Board with respect to the Resolution, if desired (such form of Certification is not required.)]

EXHIBIT A

FORM OF NOTES

LA MESA-SPRING VALLEY SCHOOL DISTRICT

COUNTY OF SAN DIEGO, CALIFORNIA

2011 TAX AND REVENUE ANTICIPATION NOTE, SERIES ___^{*/}

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First</u>	<u>Second</u>	<u>Third</u>
<u>Repayment Date</u>	<u>Repayment Date</u>	<u>Repayment Date</u>
___% (Total of principal and interest due on Note at maturity) ^{**/}	___% (Total of principal and interest due on Note at maturity) ^{**/}	___% (Total of principal and interest due on Note at maturity) ^{**/}

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$ _____

FOR VALUE RECEIVED, the La Mesa-Spring Valley School District (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Interest Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof

^{*/} If more than one Series is issued under the Program in the Repayment Fiscal Year.

^{**/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2012 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor, as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF SAN DIEGO

By: _____
Chief Financial Officer

Countersigned

By: _____
Clerk of the Board of Supervisors

[STATEMENT OF INSURANCE]^{*/}

^{*/} To be used only if Credit Instrument is a policy of municipal bond insurance.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a _____ meeting of the Board duly and regularly held at the regular meeting place thereof on the ____ day of _____, 2011, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at _____, _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and 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: _____, 2011

Secretary of the Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-6 New Business
Authorization to Enter into an Agreement with the Air Pollution Control District for Purchase of Three New Special Education Wheelchair Buses, Exhaust Particulate Trap and Compliance with the Lower Emission School Bus Project

In February 2010, the Air Pollution Control District (APCD) approved funding for a grant in the amount of \$329,530. This funding provides for the purchase of three Special Education wheelchair buses and an upgrade to retrofit one in-use diesel school bus.

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

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with the Air Pollution Control District for school bus replacements, an exhaust particulate trap and Compliance with the Lower Emission School Bus Project.

CONTRACT NO. _____

THIS AGREEMENT is made and entered into on the date shown on the Signature Page ("Effective Date"), by and between the County of San Diego Air Pollution Control District, a special district existing by virtue of the laws of the State of California, hereinafter called "APCD," and La Mesa-Spring Valley School District, a government agency existing under the laws of the State of California, located at 4750 Date Ave., La Mesa, CA 91942, hereinafter called "Contractor."

RECITALS:

WHEREAS, the AIR POLLUTION CONTROL BOARD (APCB), by its action on July 23, 2008 (Resolution No. 08-160) and on September 23, 2009 (APCB Minute Order No. 3), approved the Proposition 1B, Pub. L. 111-5, and authorized the County of San Diego Director of Purchasing and Contracting, pursuant to section 401 of Article XXIII of the County of San Diego Administrative Code, to negotiate and execute a grant service contract; and

WHEREAS, APCD desires such services to be provided in accordance with the Contractor's Statement of Work attached hereto as Exhibit A, and whereas the Contractor agrees to provide the services subject to the following additional conditions; and

WHEREAS, Contractor possesses certain skills, experience, education, and competency to perform and/or acquire the required services; and

WHEREAS, this Agreement shall consist of this pro forma Agreement, Exhibit A - Statement of Work, Exhibit A-1 – Contractor's Proposal, and Exhibit B - Insurance Requirements.

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

STANDARD TERMS & CONDITIONS

ARTICLE 1

PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by APCD, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. Contractor represents and warrants that the person identified on the signature page ("Contractor's Representative") has full authority to act for Contractor hereunder.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the APCD. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by APCD except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which APCD employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and APCD shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract which is in excess of five thousand dollars (\$5,000) or a combination of subcontracts to the same individual or firm for the Agreement period must have prior concurrence of the Contracting Officer Technical Representative. Contractor shall provide Contracting Officer Technical Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of

Contractor's relationship to APCD. "Subcontractor" means any entity, other than APCD, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.
- 1.4.3 APCD Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Technical Representative.

ARTICLE 2

SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by APCD.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the APCD from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the APCD to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement Agreements, APCD shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by APCD. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless APCD from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, APCD, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense all APCD equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 (RESERVED.)

ARTICLE 3

(RESERVED)

ARTICLE 4

COMPENSATION

- 4.1 The Payment Schedule is in Exhibit A – Statement of Work, and the compensation is on the signature page. The APCD is precluded from making payments prior to receipt of services (advance payments). Invoices are subject to the following requirements:
- 4.2 Fiscal
APCD will pay Contractor the agreed upon amount, pursuant to the Payment Schedule in Exhibit A - Statement of Work for the work specified in Exhibit A.
- 4.2.1 Accounting System and Fiscal Monitoring. Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure Agreement completion.
- 4.3 Invoices and Payment.
- 4.3.1 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit A, unless other payment methodologies are negotiated and agreed to by both Contractor and APCD. Contractor shall submit approved invoices monthly to the Contracting Officer's Technical Representative ("COTR") for work performed in the monthly period, accordingly.
- 4.3.2 Payments. APCD agrees to pay Contractor in arrears only after receipt and approval by COTR of properly submitted, detailed, and itemized original invoice referencing the Agreement number, documenting the total invoiced amount by Contractor. A copy (or copies) of the invoice shall be submitted to the COTR at APCD, 10124 Old Grove Rd., San Diego, CA 92131. Each invoice so approved and paid shall constitute full and complete compensation to Contractor for the work product submitted and for all work completed during the billing period pursuant to Exhibit A. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.4 Full Compensation. Pending any adjustments by the COTR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A. Contractor shall be entitled only to compensation, benefits, reimbursements, or ancillary services specified in this Agreement.
- 4.5 Conditions Prerequisite to Payments. APCD may elect not to make a particular payment if any of the following exists:
- 4.5.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to APCD.
- 4.5.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required APCD approval, without having first received said APCD approval.
- 4.5.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.6 APCD Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the COTR. APCD may withhold payment until reports, data, audits or other information required for Agreement administration or by this Agreement, or to meet APCD or County or State reporting or auditing requirements, are received and approved by COTR or designee. The APCD may also withhold payment if, in the APCD's opinion, Contractor is in non-compliance with this Agreement.
- 4.7 Availability of Funding. The APCD's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the APCD shall arise for payment beyond June 30 of the calendar year unless funds are designated by the APCD and are made available for such performance.

APCD shall have the right to terminate this Agreement or reduce compensation and service levels proportionately upon 30 days' written notice to Contractor in the event that federal, State, or APCD funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, APCD and Contractor shall meet within 10 days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between APCD and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within 10 days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which APCD may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any

loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.8 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the APCD, Contractor shall promptly refund the disallowed amount to APCD on request, or at its option, APCD may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the APCD.
- 4.9 Maximum Price. During the performance period of this Agreement, the maximum price for the items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5

AGREEMENT ADMINISTRATION

- 5.1 APCD's Agreement Administrator. The Director of Purchasing and Contracting of the County of San Diego is designated as the contracting officer ("Contracting Officer") and is the only APCD official authorized to make any Changes to this Agreement. The APCD has designated the individual identified on the signature page as the COTR.
- 5.1.1 APCD's COTR will chair Contractor progress meetings and will coordinate APCD's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total amount.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, APCD's COTR may make Administrative Adjustments to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period, or the total Agreement amount. Each Administrative Adjustment shall be in writing and by COTR and Contractor. All inquiries about such Administrative Adjustment will be referred directly to the COTR.
- 5.2 Agreement Progress Meeting. The COTR and other APCD personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COTR will apprise the Contractor of how the APCD views the Contractor's performance and the Contractor will apprise the APCD of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6

CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in the Agreement amount or delivery schedule, or both, and the Agreement shall be modified in writing accordingly.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7

TERMINATION

- 7.1 Termination for Default. Upon Contractor's breach of this Agreement, APCD shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, APCD will send Contractor written notice specifying the cause. The notice will give Contractor 15 days from the date the notice is issued to cure the default or make progress satisfactory to APCD in curing the default, unless a different time is given in the notice. If APCD determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, APCD may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of APCD. In the event of such termination, the APCD may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the APCD. The prevailing market price shall be considered the fair repurchase price.
- 7.1.1 If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the APCD, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2 Termination for Convenience. The APCD may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. The APCD shall pay the Contractor as full compensation for performance until such termination:
- 7.2.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.2.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the APCD, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.2.3 In no event shall the APCD be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.3 Remedies Not Exclusive. The rights and remedies of APCD provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, City, and APCD laws and regulations.

- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the APCD, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The APCD reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation, or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing 15 or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the County of San Diego Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by the COTR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful, and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement. This policy program is incorporated herein by reference.
- 8.5.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the APCD, on APCD property, or while using APCD equipment:
- 8.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.5.2 Contractor shall inform all employees who are performing service for the APCD on APCD property or using APCD equipment of the APCD objective of a safe, healthful, and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the APCD.
- 8.5.3 The APCD may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the APCD, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.6 County of San Diego Board of Supervisors' Policies. This Agreement incorporates herein by reference, and Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the County of San Diego Board of Supervisors:
- Board Policy B-67, which encourages Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled; and
- Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in procurements.
- 8.7 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the APCD all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the APCD under this Agreement.

- 8.8 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any APCD facility for periods in excess of 90 days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the APCD, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the APCD of it. Contractor shall not be liable to the APCD for the APCD's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, State, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions, or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance, or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the APCD or Lessee with respect to any third person under any Environmental Laws.
- 8.9 Debarment And Suspension. Contractor certifies that it, its principals, its employees and its subcontractors:
- 8.9.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
 - 8.9.2 Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 8.9.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.9.4 Have not within a three-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to, other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement.
- 9.2 Conduct of Contractor; Privileged Information.
- 9.2.1 Contractor shall inform the APCD of all the Contractor's interests, if any, which are or which the Contractor believes to be, incompatible with any interests of the APCD or of the County of San Diego.
- 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the APCD.
- 9.3 Prohibited Agreements. Contractor certifies that it is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by APCD; or
- 9.3.2 Profit-making firms or businesses in which employees employed by APCD, or by public agencies for which the County of San Diego Board of Supervisors is the governing body, serve as officers, principals, partners, or major shareholders; or
- 9.3.3 Persons who, within the immediately preceding twelve months came within the provisions of the above sub-sections and who: (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; or
- 9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. APCD shall not be liable for, and Contractor shall defend and indemnify APCD and the employees and agents of APCD (collectively "APCD Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants, or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of APCD Parties. Contractor shall have no obligation, however, to defend or indemnify APCD Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of APCD Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B - Insurance Requirements, attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The APCD shall have the audit and inspection rights described in this section.

- 11.1 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the APCD or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.2 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three years from the date of final payment under this Agreement, or by section 11.2.1 and 11.2.2, below:
- 11.2.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 11.2.2 Records which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer.
- 11.3 Subcontracts. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the APCD's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the APCD at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the APCD to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. APCD shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, APCD may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and APCD may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the APCD shall have the right to: (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement; and, (2) reduce the Agreement price to reflect the reduced value of the services received by APCD. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the APCD shall have the right to either: (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by APCD that are directly related to the performance of such services; or, (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement, which the APCD requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the APCD.
- 13.2 Publication, Reproduction, or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The APCD shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports,

data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the APCD upon completion of this Agreement.

ARTICLE 14 **OWNERSHIP**

- 14.1 Purpose. APCD and Contractor acknowledge that the funds are being provided to fulfill the work described in the statement of work in Exhibit A
- 14.2 Recognition and Perfection of Financial Interest. APCD and Contractor agree that ownership of the equipment, engine(s), or vehicle(s) that is (or are) involved in this Agreement is with the Contractor, or its designee that has been approved by APCD and has entered into an Agreement with Contractor, and that APCD shall retain a financial interest in the equipment, engine(s), or vehicle(s) to secure any payment required in Section 14.4 below. This financial interest shall be held during the contract term. Contractor shall list APCD on the title as holding a financial interest. At its option, APCD may also perfect a financial interest by filing a lien or security interest as provided by law.
- 14.3 Termination of Financial Interest. APCD may terminate its financial interest at any time. APCD's financial interest shall automatically terminate at the end of the contract term.
- 14.4 Disposition of the Equipment. In the event the equipment, engine(s), or vehicle(s) which is (or are) the subject of this Agreement is (or are) taken out of service, transferred or disposed of before the date of termination of APCD's financial interest, the pro-rata proceeds shall be paid to APCD in a timely manner.

ARTICLE 15 **DISPUTES**

- 15.1 Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative, or board authority to decide questions of law.

ARTICLE 16 **GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the APCD; APCD's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written prior concurrence of the COTR, pursuant to Section 1.4.
- 16.2 Contingency. This Agreement shall bind the APCD only following its approval by the APCD Board or when signed by the County of San Diego Director of Purchasing and Contracting.
- 16.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from APCD, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modifications; Waivers. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment, or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail, as the case may be, to the COTR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and State or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday, or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective _____ (“Effective Date”), and the project shall become operational no later than December 31, 2011, with project implementation/life and reporting requirements until December 31, 2016.

COMPENSATION: APCD agrees to pay Contractor a sum not to exceed THREE HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$329,530) for the services and equipment required by this Agreement. The maximum contract amount shall never exceed the Prop 1B LESB funding caps for the new equipment.

COTR. APCD has designated the following individual as the Contracting Officer’s Technical Representative (“COTR”):
Catherine Turvey
Air Pollution Control District
10124 Old Grove Rd, San Diego, CA 92131
Tel No (858) 586-2602; Fax No (858) 586-2701
Email address: Catherine.Turvey@sdcounty.ca.gov

CONTRACTOR’S REPRESENTATIVE

Dr. David Yoshihara
Assistant Superintendent, Business Services
4750 Date Ave., La Mesa, CA 91942
(619) 668-5700 x6392; fax (619) 668-6672
david.yoshihara@lmsvsd.k12.ca.us

Craig Wood
Director, Transportation & Warehousing
3838 Conrad Dr., Spring Valley, CA 91977
(619) 668-5767; fax (619) 668-6672
craig.wood@lmsvsd.k12.ca.us

DISCLOSURE OF FUNDS

For the equipment specified in this contract, Contractor’s signature certifies that once the Contractor signs this contract, the Contractor shall not submit a new application or sign a contract for any other source of incentive funds, including but not limited to, other air districts or the State Air Resources Board. Any Contractor or designee found to have submitted new applications and or signed contracts for the same equipment shall, at a minimum, be disqualified from funding for that equipment and may be prohibited from submitting future applications to any and all incentive program solicitations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates written below.

FOR CONTRACTOR

FOR APCD:

By: _____
Dr. David Yoshihara, Asst. Superintendent
La Mesa-Spring Valley School District

Winston F. McColl, Director
County of San Diego Purchasing & Contracting

Date: _____

Date: _____

I. INTRODUCTION

On July 23, 2008 the Air Pollution Control Board (APCB) passed and adopted Resolution No. 08-160 authorizing the Air Pollution Control Officer (APCO) to negotiate and approve Proposition 1B Lower Emission School Bus (LESB) projects pursuant to the program requirements. The APCO has approved the Prop 1B LESB project for La Mesa-Spring Valley School District to replace three in-use diesel school buses and retrofit one in-use diesel school bus using Prop 1B LESB funds in an amount not to exceed \$329,530.

Project Cost Breakdown

Bus #	Project Type	Total Project Cost	Sources of Funds	
			Prop 1B LESB	Contractor
61	Replacement	\$128,689	\$103,689	\$25,000
62	Replacement	\$128,689	\$103,689	\$25,000
63	Replacement	\$128,689	\$103,689	\$25,000
57	Retrofit	\$18,463	\$18,463	\$0
TOTALS:		\$404,530	\$329,530	\$75,000
Total Contract Amount:			\$329,530	

Maximum program funding for bus replacements cannot exceed \$140,000 per bus. For all but pre-1977 school buses there is a \$25,000 match requirement. Contractor shall be responsible for \$25,000 match and any additional costs above and beyond those listed above.

II. SCOPE OF SERVICES

The Contractor, La Mesa-Spring Valley School District, is prepared and able to perform the replacements and retrofit as required by the Prop 1B LESB Program.

Contractor shall complete the replacements and retrofit activities no later than **December 31, 2011**.

Contractor shall ensure that the project complies with the Prop. 1B LESB Program Guidelines (and all subsequently approved revisions) and criteria and shall meet all program requirements for the full contract term. Contractor certifies that the project is not required by any local, State and/or federal rule, regulation or memorandum of understanding currently in effect. The new equipment technology must be Air Resources Board (ARB) verified and meet the current nitrogen oxides (NO_x), particulate matter (PM), and/or reactive organic gases (ROG) requirements. Rights to the emission reductions must not be claimed as emission reduction credits or in any averaging, banking and trading program.

Contractor certifies that no work will begin on the project until the contract is fully executed.

Contractor shall own, operate, and maintain the equipment according to the terms of this agreement for no less than the contract term as specified on Pro Forma Signature page.

Contractor shall ensure that all new replacement buses approved for Prop 1B LESB funding shall be in service no later than **December 31, 2011**.

Contractor shall ensure that all retrofits approved for Prop 1B LESB funding shall be in service no later than **December 31, 2011**.

Failure to meet the project completion deadline(s) may result in loss of funding.

The major tasks that are to be performed to complete the replacements are:

Replacements

- Task 1: Replacement bus(es) to be ordered by **within 60 days of contract execution.**
- Task 2: Replacement bus(es) to be delivered and in operation by **December 31, 2011.**
- Task 3: Old school bus(es) to be dismantled/disabled **within 30 days of the receipt of the new, replacement bus(es).**

Liquidated Damages

Time is of the essence for the purchase of new school buses to replace older, higher-polluting buses. Failure to timely deliver the new school buses will result in harm to the District, Contractor, schoolchildren, and air quality in the affected school and air district. Further, every day in which delivery of a new school bus has been delayed may result in additional costs to the District and Contractor; such costs are definite but unquantifiable at the time of execution of the contract. Therefore, the Contractor acknowledges and agrees to be liable to the District for liquidated damages for failure to timely deliver the new school buses, as specified below:

- For each bus that has not been delivered on time as specified in the contract, the Contractor shall be liable to the District for liquidated damages in the amount of \$100 per day per bus purchased with funds from the Prop 1B LESB Program.

The major tasks that are to be performed to complete the retrofit are:

Retrofits

- Task A: Retrofit devices to be ordered **within 60 days of contract execution.**
- Task B: Retrofit devices installation to begin **within 60 days of completion of Task A.**
- Task C: All retrofit devices included in this contract shall be installed and in operation by **December 31, 2011.**

III. PERSONNEL

Dr. David Yoshihara
Assistant Superintendent, Business Services
4750 Date Ave., La Mesa, CA 91942
(619) 668-5700 x6392; fax (619) 668-6672
david.yoshihara@lmsvsd.k12.ca.us

Craig Wood
Director, Transportation & Warehousing
3838 Conrad Dr., Spring Valley, CA 91977
(619) 668-5767; fax (619) 668-6672
craig.wood@lmsvsd.k12.ca.us

Brian Marshall, Superintendent
4750 Date Ave., La Mesa, CA 91942
(619) 668-5700; fax (619) 668-6672
brian.marshall@lmsvsd.k12.ca.us

IV. DESCRIPTION OF EQUIPMENT

Listed below is the equipment to be funded through this contract:

REPLACEMENTS

BASELINE EQUIPMENT (Buses to be replaced)							
Bus Information					Engine Information		
Bus #	Model Year	Make & Model	GVWR (lbs)	Vehicle Identification Number	Make & Model	Year	Serial Number
61	1986	Thomas FT942-QX2	33,280	IT7B4H671G1279997	Cat 3208	1986	02Z27279
62	1986	Thomas FT942-QX2	33,280	IT7B4H671G1279998	Cat 3208	1986	02Z27225
63	1986	Thomas FT942-QX2	33,280	IT7B4H671G1279999	Cat 3208	1986	02Z27754

Contractor certifies that the buses listed above had a current California Highway Patrol (CHP) safety certification (CHP form 292 – Inspection Approval Certificate) as of December 31, 2005, and have continuous safety certification from that point forward.

The baseline bus(es) and engine(s) listed above shall be dismantled/disabled and rendered permanently and irreversibly incapable of functioning as originally intended by cutting the chassis in half and drilling a hole in the engine block and manifold. Contractor shall ensure that the baseline school bus and engine are dismantled/disabled within 30 days of the receipt of the new replacement bus.

Contractor shall take digital photographs of the equipment that is to be dismantled/disabled. This includes specific pictures to be taken after the equipment is dismantled/disabled. The following digital photographs must be taken and electronically submitted to the District prior to issuance of any payment for a replacement bus:

- A. License plates or other distinguishing identification that is visible on the equipment.
- B. Vehicle Identification Number (VIN) that is printed either on the tag inside the cab or on the frame rail.
- C. Engine serial number either stamped on the block or on the tag.
- D. Dismantled/disabled engine block either inside or outside bus body.
- E. Entire old vehicle after it was dismantled/disabled.

Contractor shall obtain and retain the following documentation for the contract term plus two years:

- A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42); and
- A letter (see Attachment B) signed and dated by a representative of the entity that dismantled/disabled the bus. The letter must state that the vehicle and engine were dismantled/disabled in accordance with the requirements of this agreement. In addition, the letter must include the following information for each dismantled/disabled bus:

- The VIN, the method used to dismantle/disable the non-engine portion of the bus, and the date the non-engine portion of the bus was dismantled/disabled; and
- The engine serial number, the method used to dismantle/disable the engine, and the date the engine was dismantled/disabled.

Contractor shall submit copies of the aforementioned photographs and documentation to the District.

NEW EQUIPMENT – REPLACEMENTS

Replacement buses must meet 0.50 g/bhp-hr NO_x, 0.01 g/bhp-hr PM emission standards.

The assumed date(s) of delivery for the new bus(es) is June 30, 2011.

Contractor shall ensure that the liquidated damages clause set forth in Section II above is included in the terms and conditions of the purchase order agreement between the school district and the school bus distributor.

Prop 1B LESB Program funds can only be used to purchase a new school bus that is equipped with essential or standard equipment. For more information on school bus equipment options, please see ARB's School Bus Advisory 09-18 at:
<http://www.arb.ca.gov/bonds/schoolbus/advisory/advisory.htm>.

Eligible costs for school buses must be based on an ARB endorsed, currently valid California Approved Bid (CAB) that has been formally adopted by a California public school district governing board to fulfill their student transportation needs. For more information on CABs, please see ARB's School Bus Advisory 08-36 at:
<http://www.arb.ca.gov/bonds/schoolbus/advisory/advisory.htm>.

Contractor shall ensure that the new bus(es) use only the fuel allowed by the bus and/or engine manufacturer. Fuel additives are not allowed to be used unless specifically identified as allowable in the engine certification Executive Order.

Contractor shall own, operate, and maintain the new bus(es) for a minimum of five years.

All new equipment shall be covered by full factory warranty. Contractor shall ensure that the equipment will be operated and maintained according to the manufacturer's warranty specifications for the life of the project. This includes no tampering with the equipment.

Prop 1B LESB Program funds shall be used to purchase only new replacement equipment meeting the requirements listed above without modification unless otherwise approved in writing by the District.

Contractor shall submit all required permits and or certification(s) for the new equipment. This documentation is required before issuance of any payment of this contract.

RETROFITS

BASELINE EQUIPMENT (Buses to be retrofitted)						
Bus Information			Engine Information			
Bus #	Vehicle Identification Number	Make & Model	Make & Model	Year	Serial Number	Family Name
57	1T7HN4B28W1156190	Thomas F6W-1200	Cat 3116	1997	9YN04174	VCP403DZDABA

Contractor shall ensure that all engines listed above that are eligible for a low NO_x software upgrade (reflash) be reflashed prior to installation of the retrofit device. Contractor may self-certify that the reflash has been performed by submitting receipts of reflash completed or a picture of the “Low NO_x Reflash Label” from the reflashed engine to the District. Most heavy heavy-duty, and some medium heavy-duty engines manufactured between 1993 through 1998 are eligible for reflash. A list of engines eligible for reflash is available at:

<http://www.arb.ca.gov/msprog/hdsoftware/hdsoftware.htm>

NEW EQUIPMENT - RETROFITS

All retrofit devices purchased and installed using Prop 1B LESB funds must be ARB-verified Level 3+ retrofit technologies. ARB verifies diesel emission control strategies as prescribed in Title 13, California Code of Regulations (CCR) sections 2700 through 2710, Verification Procedure, Warranty and In-Use Compliance Requirements for In-Use Strategies to Control Emissions from Diesel Engines.

Level 3+ verification is for those technologies achieving at least an 85 percent or greater reduction in PM or less than 0.01 g/bhp-hr emission level. A current list of all ARB-verified devices can be accessed through the ARB web site at:

<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>.

Contractor shall ensure that each retrofitted bus undergoes a CHP safety certification inspection [per Title 13, CCR section 1272(c)] after the installation of an emission control device and prior to the bus's return to service. After the aforementioned CHP safety certification inspection is done, Contractor must obtain a copy of written documentation from CHP personnel that the retrofitted bus is still structurally acceptable to safely transport students. This documentation shall consist of a copy of a Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A or 407F/343A-Aspen).

Contractor shall ensure that all retrofits use only the fuel allowed by the retrofit device verification. Fuel additives are not allowed to be used unless specifically identified as allowable in the retrofit device verification Executive Order. Contractor shall ensure that all retrofits are cleaned periodically (also known as “periodic maintenance” and “baking and de-ashing”) throughout their estimated 11-year life, or if a bus is kept for less than 11 years, as long as Contractor owns and operates the retrofitted bus(es).

Contractor shall own, operate, and maintain the retrofitted bus(es) listed above for a minimum of five years.

All new equipment shall be covered by full factory warranty. Contractor shall ensure that the equipment will be operated and maintained according to the manufacturer's warranty specifications for the life of the project. This includes no tampering with the equipment.

Prop 1B LESB Program Funds shall be used to purchase and install only new retrofit equipment meeting the requirements listed above without modification unless otherwise approved in writing by the District.

Contractor shall submit all required permits and or certification(s) for the new equipment. This documentation is required before issuance of any payment of this contract.

V. REPORTING REQUIREMENTS

Project Completion Progress Notifications

Replacements only - Contractor shall notify the COTR by e-mail immediately upon:

- Ordering of any bus
- Delivery of any bus

In addition, upon ordering a new bus, Contractor must obtain from the school bus distributor a purchase order and a copy of the ARB certification Executive Order for the engine of the bus in the purchase order. Contractor must submit copies of the purchase order and Executive Order to the District immediately upon ordering a new bus.

Retrofits only – Contractor shall notify the COTR by e-mail immediately upon:

- Ordering of any diesel emission control retrofit device(s)
- Delivery of any diesel emission control retrofit device(s)
- Installation of any diesel emission control retrofit device(s)
- CHP inspection of any diesel emission control retrofit device(s)

Status Reports

Contractor shall submit project status reports to the District (see Attachment A). These reports shall include updates on project completion, implementation and operation.

In addition, from time to time, the District may identify additional reports related to the project to be generated by Contractor (in the format requested by the District) and delivered to the District on an ad hoc or periodic basis and request that such reports shall be provided to the District as part of the project and at no additional charge to the District.

Contractor shall submit the **first progress report on August 31, 2011**. This report shall provide updates on the status of the tasks required to complete the project, including but not limited to, dates tasks were accomplished, remaining tasks to be completed, and the anticipated completion date of the project.

Contractor shall submit annual reports for the remainder of the contract term. The annual reports are due on:

- **December 31** each year through the end of the contract term

The reporting requirements end with submission of the **December 31, 2016**, status report.

Non-compliance with these reporting requirements may result in issuance of a Corrective Action Notice, on-site monitoring, and/or recapture of funds.

VI. PAYMENT SCHEDULE

Contractor shall ensure that the specified equipment was delivered, installed, and accepted for operations.

Contractor shall be responsible for the inspection and acceptance of the project and the costs of the equipment.

Replacements Only

Contractor shall ensure that the baseline school bus is dismantled/disabled within 30 days of the receipt of the new replacement bus and obtain, and submit to the District, the following documentation prior to issuance of any payment for a replacement bus:

- Photographs of the dismantled/disabled bus and engine as described in Section IV above;
- A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42); and
- A letter (see Attachment B) signed and dated by a representative of the entity that dismantled/disabled the bus. The letter must state that the vehicle and engine were dismantled/disabled in accordance with the requirements of this agreement. In addition, the letter must include the following information for each dismantled/disabled bus:
 - The VIN, the method used to dismantle/disable the non-engine portion of the bus, and the date the non-engine portion of the bus was dismantled/disabled; and
 - The engine serial number, the method used to dismantle/disable the engine, and the date the engine was dismantled/disabled.

Retrofits Only

For retrofit projects, Contractor shall ensure that the retrofitted equipment is returned to full operational service and shall obtain and submit a copy of written documentation from CHP personnel that the retrofitted bus is still structurally acceptable to safely transport students before submitting the final invoice for reimbursement and prior to issuance of any payment for a retrofit device. This documentation shall consist of a copy of Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A or 407F/343A-Aspen).

Upon completion of the project, no later than **December 31, 2011**, Contractor shall submit an itemized invoice to the District. The invoice shall have sufficient supporting documentation including, but not limited to, the make, model, and serial numbers for the new equipment, equipment manufacturer's invoice(s), and the invoice(s) from equipment installer. The invoice shall not exceed the contract maximum specified on the Pro Forma Signature Page.

Upon receipt of an itemized invoice, the District representative or designee shall conduct an on-site inspection. Upon completion of the inspection, receipt of the required documentation, and acknowledgement that Contractor met the requirements, the District shall issue reimbursement for eligible costs not to exceed the contract maximum or Prop 1B LESB funding caps for the project.

Documentation of required permits and certifications must be on file with the District prior to issuance of any payment.

The District reserves the right to withhold payment and/or recapture funds for non-compliance with the contract and/or Prop 1B LESB program requirements or for not meeting the obligations of the contract.

The District's obligations under this Agreement are contingent upon the availability of funds. In the event funds are not available, the District shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement.

VII. AIR POLLUTION CONTROL DISTRICT'S RECOGNITION

Recognition of District for this project shall be included in all reports and information packages produced for the project.

VIII. RESPONSIBILITY FOR EQUIPMENT

The Contractor shall not hold the District responsible nor shall the District be held liable for any damage to person or property resulting from the use, misuse, or failure of any equipment by Contractor, its agents, employees, third party independent contractors, or permissive users, even if such equipment is furnished, rented, or loaned to the Contractor by the District. Contractor accepts full responsibility for and agrees to defend, exonerate, indemnify, and hold harmless the District from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage is to the employee or property of Contractor, the District, or of any other persons. Equipment includes, but is not limited to, the engines or vehicles and any associated accessories purchased for use with the equipment.

IX. EQUIPMENT MAINTENANCE

The Contractor shall provide, at its expense, preventative maintenance and repair contracts or service contracts on the equipment acquired through this contract. Such contracts shall be provided by the Contractor itself or by reputable companies generally known to have such expertise. The Contractor shall maintain a plan as to how this requirement will be met and this plan shall be available for District review within 15 days of District's request. The Contractor shall maintain separate records on maintenance and repairs for each piece of equipment. The repairs performed on each piece of equipment shall be reported with the corresponding period of the status report (see Reporting Requirements).

Contractor shall maintain a working odometer or other approved usage measuring device for each vehicle included in this contract. If the usage device fails, the Contractor remains responsible for validating any usage not recorded by the usage device.

Contractor shall operate and maintain the equipment according to the terms of this contract for the full project implementation period as specified on Pro Forma Signature page.

In the event that the replacement equipment purchased under this Agreement is in an accident, destroyed, stolen, or otherwise rendered permanently inoperable, the Contractor shall replace the equipment with equivalent equipment that, at a minimum, meets all Prop 1B LESB Program requirements, including but not limited to emission level, to fulfill the remainder of Contractor's obligation under this Agreement. As this situation will require an amendment to the existing Agreement, Contractor must receive prior authorization from the District in advance of any repairs and/or purchases, and must provide any and all replacement equipment information to the District. Additional equipment inspections by District and/or ARB staff may be required.

X. CORRECTIVE ACTION AND NON-PERFORMANCE

A Corrective Action Notice is an official District notice to the Contractor of an unacceptable action, or lack of action, or non-compliance with the obligations of the Pro Forma, Statement of Work, and/or Insurance Requirements, and notification of the specific date required for compliance. The District may issue a Corrective Action notice for any for the following:

- A. Failure to comply with any material term of this Agreement.
- B. Failure to comply with timelines and tasks in Section II above for the ordering, delivery, and operation of the equipment or submission of an invoice that fails to meet the program requirements.
- C. Failure to adhere to the terms of this Agreement at any time after the new equipment is placed into service and for the amount of time specified on the Pro Forma Signature Page. Should Contractor fail to adhere to the terms of this Agreement at any time after the new equipment is placed into service, Contractor shall promptly return all, or a portion of, funds reimbursed to Contractor under this Agreement. The amount of funds to be returned shall be at the discretion of the District.
- D. Misuse of vendors' payments.
- E. Insufficient, incomplete, or faulty project documentation.
- F. Failure to provide documentation or reports in a timely manner.

Contractor shall be given one verbal notice identifying the potential problem prior to issuance of a Corrective Action Notice.

Contractor shall receive a Corrective Action Notice identifying the task, item or action, and the time line for compliance.

Contractor shall have the time specified in the Corrective Action Notice to respond to the Corrective Action Notice, and identify plan of correction.

If Contractor fails to respond to the Corrective Action Notice, the District may immediately suspend or terminate this Agreement, in whole or in part. The District shall have the right to demand of Contractor the repayment to the District of any funds disbursed to Contractor under this Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Agreement, and may prohibit Contractor and specific equipment from participation in any future incentive programs. Contractor shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, the District may impose any other remedies available by law, in equity, or otherwise specified in this Agreement.

In no event shall any payment by the District constitute a waiver by the District of any breach of this Agreement or any default, which may then exist on the part of the Contractor. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default.

XI. AUDIT AND INSPECTION

Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State, or District representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, inspection of project equipment, reports, and interviews of project staff and participants. The District, the ARB, the California Department of Finance (DoF), or their designated representative reserve right to review and to copy any records and supporting documentation pertaining to the performance of the contract – this includes programmatic and fiscal records and documentation. Contractor agrees to maintain such records for possible audit for a minimum of the contract term plus two years. Contractor

agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right authorizing federal, State, or District representatives to audit records and interview staff in any subcontract related to performance of the contract.

At any time during normal business hours and as often as the District may deem necessary, Contractor shall make available to the District, State, or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit the District, State, or federal officials to audit, examine, and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, record of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accounting Office.

The Contractor shall preserve all such records and other items for a period of at least two years after the final completion of the contract term.

The District, ARB, or their designated representative, also reserve the right to inspect the project equipment during the entire contract term plus two years and as long as the equipment is still in use after the contract term.

ARB, as an intended third party beneficiary, reserves the right to audit and enforce the terms of the contract at any time during the contract term plus two years.

XII. RECORDS AND RECORD RETENTION

Contractor shall maintain and retain the following records:

- Application.
- Resolution from the school district governing board (or a duly authorized official with authority to make financial decisions) authorizing the submittal of the application and identifying the individual authorized to implement the bus replacement project.
- Vendor quotes.
- Executed contracts.
- Invoices.
- Proof of payment.
- Maintenance records.
- Documentation in the form of an invoice or purchase order that states date of maintenance, description of service performed, and cost of service.

Replacements Only

- Copy of the purchase order for the new replacement bus.
- Copy of the ARB certification Executive Order for the engine of the new replacement bus in the purchase order.
- Copy of the Inspection Approval Certificate (CHP form 292) for the replaced bus.
- Copy of the registration for the replaced bus.
- To document the GVWR for any bus that is to be replaced, a photograph of the bus's data tag must be taken and retained in the files. The photograph must be legible and preferably in electronic format.
- Copy of the registration for the new replacement bus.
- Documentation of the disposal of the replaced bus. This documentation must include:

- Photographs of the disabled bus and engine as described in Section IV above;
- A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42); and
- A letter (see Attachment B) signed and dated by a representative of the entity that dismantled/disabled the bus. The letter must state that the vehicle and engine were dismantled/disabled in accordance with the requirements of this agreement. In addition, the letter must include the following information for each dismantled/disabled bus:
 - The VIN, the method used to dismantle/disable the non-engine portion of the bus, and the date the non-engine portion of the bus was dismantled/disabled; and
 - The engine serial number, the method used to dismantle/disable the engine, and the date the engine was dismantled/disabled.

Retrofits Only

- A copy of the Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A or 407F/343A-Aspen).
- A copy of the ARB retrofit device verification Executive Order for the device that was funded.

All of the above referenced records shall be retained for the contract term plus two years.

**SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT
AGREEMENT WITH LA MESA-SPRING VALLEY SCHOOL DISTRICT
Prop 1B Lower-Emission School Bus Program
CONTRACT NO _____
EXHIBIT A- STATEMENT OF WORK**

ATTACHMENT A - Status Report

Reporting Period: ☐ Initial Report covering _____ through _____
☐ Annual Report covering calendar year _____

Status of the tasks required to complete the project

1977-1986 replacements

Task 1: Replacement bus(es) to be ordered by **within 60 days of contract execution.**

☐ Complete – Date Completed: _____ ☐ Pending – Anticipated Completion Date: _____

Task 2: Replacement bus(es) to be delivered and in operation by **December 31, 2011.**

☐ Complete – Date Completed: _____ ☐ Pending – Anticipated Completion Date: _____

Task 3: Old school bus(es) to be dismantled/disabled **within 30 days of the receipt of the new, replacement bus(es).**

☐ Complete – Date Completed: _____ ☐ Pending – Anticipated Completion Date: _____

Retrofits

Task A: Retrofit device(s) to be ordered **within 60 days of contract execution.**

☐ Complete – Date Completed: _____ ☐ Pending – Anticipated Completion Date: _____

Task B: Retrofit device(s) installation to **begin within 60 days of completion of Task A.**

☐ Complete – Date Completed: _____ ☐ Pending – Anticipated Completion Date: _____

Task C: All retrofit devices included in this contract shall be installed and in operation by **December 31, 2011.**

☐ Complete – Date Completed: _____ ☐ Pending – Anticipated Completion Date: _____

EQUIPMENT USAGE		
Bus #	Mileage During This Reporting Period	Cumulative Mileage (Odometer Reading as of Report Date)
61		
62		
63		
57		

Completed By: _____

Title: _____

Date: _____

Name of Dismantler: _____

Address: _____

Contact Name: _____ Title: _____

Phone Number: _____ E-mail: _____

School District Name: _____

DISMANTLED/DISABLED BUS(ES)

Bus ID#	Bus Make	Bus Model	Vehicle Identification Number	Date Disabled

Describe the method used to dismantle/disable the non-engine portion of the bus(es): _____

DISMANTLED/DISABLED ENGINE(S)

Bus ID#	Engine Make	Engine Model	Serial Number	Date Disabled

Describe the method used to dismantle/disable the engine(s): _____

I certify that the vehicle(s) and engine(s) listed above were rendered permanently and irreversibly incapable of functioning as originally intended by cutting the chassis in half and drilling a hole in the engine block and manifold. I also certify that a "Notice of Acquisition/Report of Vehicle to be Dismantled" (REG 42) has been filed with the California Department of Motor Vehicles for each vehicle listed above.

Name: _____ Title: _____

Signature: _____ Date: _____

Attach copies of "Notice of Acquisition/Report of Vehicle to be Dismantled" (REG 42) for each vehicle listed above.

NOTE: The following digital photographs of the equipment that is to be dismantled/disabled must be taken and electronically submitted to the District.

- A. License plates or other distinguishing identification that is visible on the equipment.

- B. Vehicle Identification Number (VIN) that is printed either on the tag inside the cab or on the frame rail.
- C. Engine serial number either stamped on the block or on the tag.
- D. Dismantled/disabled engine block either inside or outside bus body.
- E. Entire old vehicle after it was dismantled/disabled.

ARTICLE 1

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to APCD, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of APCD.
- D. Professional Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without APCD's COTR's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, APCD will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved in writing by the APCD's COTR. At the option of the APCD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the APCD, the members of the Board of the APCD and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the APCD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the APCD, the members of the Board of the APCD and the officers, agents, employees and volunteers of the APCD, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the APCD, the members of the Board of the APCD and the officers, agents, employees and volunteers of the APCD, individually and collectively. Any insurance or self-insurance maintained by the APCD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the APCD at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by APCD's COTR.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the APCD with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to APCD within thirty days of the expiration of the term of any required policy. Contractor shall permit APCD at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to APCD.

7. Failure to Obtain or Maintain Insurance; APCD's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and APCD may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the APCD are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

APCD retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of APCD's COTR, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of APCD's COTR, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor’s commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the APCD from any damage, loss, cost or expense, including attorney fees, incurred by APCD as a result of Subcontractors failure to maintain required coverage.

13. Waiver of Subrogation

Contractor and APCD release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled “Indemnity” of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by APCD or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against APCD by the insurance company issuing said policy or policies.

ARTICLE 2

[RESERVED]

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-7 New Business
Authorization to Purchase Three Replacement Special Education School Buses from Creative Bus Sales, Inc., Using State Matching Funds from the Air Pollution Control District

At the January 12, 2010 Board meeting, the Board adopted Resolution 09-10-17, authorizing the application to the Air Pollution Control District for replacement buses, particulate traps, and infrastructure funding.

The La Mesa-Spring Valley School District was notified that the Air Pollution Control District will provide funding to replace District buses. The District would like to purchase three Special Education wheelchair buses costing approximately \$128,689 each. The District will purchase the buses at this estimated price and will be reimbursed approximately \$103,689 for each bus by the Air Pollution Control District. After reimbursement, the District's cost will be approximately \$25,000 for each bus.

Per the contract with the Air Pollution Control District, in order to receive funding, the District will purchase the three buses from Creative Bus Sales, Inc. using the Southwest Transportation Cooperative piggyback bid and crush the three 1986 school buses being replaced.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the purchase of three buses from Creative Bus Sales, Inc.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-8 New Business
Resolution 10-11-31, Authorizing the Director, Transportation and Warehousing, to Implement the Air Pollution Control District's Bus Replacement and Retrofit Project

ROLL CALL VOTE

The District received a grant for \$329,530 from the Air Pollution Control District (APCD) for upgrades to District buses.

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

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 10-11-31, authorizing Craig Wood, Director, Transportation and Warehousing, to implement the bus retrofit project.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 10-11-31
AUTHORIZING THE DIRECTOR, TRANSPORTATION AND WAREHOUSING
TO IMPLEMENT BUS REPLACEMENT AND RETROFIT PROJECT**

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

WHEREAS, the La Mesa-Spring Valley School District received a grant for \$329,530 from the Air Pollution Control District (APCD) for replacement and upgrades to District buses; and

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

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

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

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 19th day of April 2011, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
) SS
| COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 19th day of April 2011.

Brian Marshall, Secretary to the Board of Education

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-9 New Business
Resolution 10-11-32, Authorizing Contracting Pursuant to Cooperative Bid and Award Documents from the Southwest Transportation Authority for Buses

ROLL CALL VOTE

Pursuant to Sections 20118 and 20652 of the Public Contract Code, public agencies may purchase from a contract of another public agency under the same price, terms, and conditions as the bidding agency.

The District intends to purchase buses from the Southwest Transportation Authority contract. Based upon the recommendation of the County Counsel, a resolution must be adopted to authorize this action.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board of Education adopt the attached Resolution 10-11-32, authorizing the purchase of buses from the Southwest Transportation Authority contract.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 10-11-32
AUTHORIZING CONTRACTING PURSUANT TO COOPERATIVE BID
AND AWARD DOCUMENTS FROM THE
SOUTHWEST TRANSPORTATION AUTHORITY**

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

WHEREAS, the Southwest Transportation Authority has conducted a bid process through the sealed formal bid process as outlined in Public Contract Code Section 20111, the inclusion of both a public agency clause and a waiver clause to draw warrants in favor of the vendor rather than the awarding agency pursuant to Section 20118 of the Public Contract Code of California; and,

WHEREAS, this Board has determined it to be in the best interests of the District to purchase buses from the bid awarded by the Southwest Transportation Authority; and,

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED the contract for the purchase of buses with Creative Bus Sales, Inc., is hereby authorized and approved and is subject to all terms, conditions, and documents as specified in the Southwest Transportation Authority bid#10116 and award documents.

BE IT FURTHER RESOLVED, ORDERED, AND DECLARED David Yoshihara, Assistant Superintendent, Business Services, is hereby authorized to execute the necessary contract documents with Creative Bus Sales, Inc., naming the District as contracting party.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 19th day of April 2011, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 19th day of April 2011.

Brian Marshall, Secretary to the Board of Education

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-10 New Business
Resolution 10-11-33, Authorizing Contracting Pursuant to U.S. Communities Government Purchasing Alliance Purchasing Cooperative Bid for Playground Equipment

ROLL CALL VOTE

Pursuant to Sections 20118 and 20652 of the Public Contract Code, public agencies may purchase from a contract of another public agency under the same price, terms, and conditions as the bidding agency.

The District intends to purchase playground equipment from the U.S. Communities Government Purchasing Alliance (U.S. Communities) contract. Based upon the recommendation of the County Counsel, a resolution must be adopted to authorize this action.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 10-11-33, authorizing the purchase of playground equipment from the U.S. Communities contract.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 10-11-33
AUTHORIZING CONTRACTING PURSUANT TO U.S. COMMUNITIES GOVERNMENT
PURCHASING ALLIANCE PURCHASING COOPERATIVE**

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

WHEREAS, U.S. Communities Government Purchasing Alliance (U.S. Communities) has conducted a solicitation of RFPs through the sealed formal bid process as outlined in Public Contract Code Section 20111, the inclusion of both a public agency clause and a waiver clause to draw warrants in favor of the vendor rather than the awarding agency pursuant to Section 20118 of the Public Contract Code of California; and,

WHEREAS, this Board has determined it to be in the best interest of the District to purchase playground equipment from the cooperative contracts awarded by U.S. Communities;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED the contract for the purchase of playground equipment is hereby authorized and approved and is subject to all terms, conditions, and documents as specified in the U.S. Communities award documents.

BE IT FURTHER RESOLVED, ORDERED, AND DECLARED David Yoshihara, Assistant Superintendent, Business Services, is hereby authorized to execute the necessary contract documents with U.S. Communities and the representative from GameTime, naming the District as contracting party.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 19th day of April 2011, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 19th day of April 2011.

Brian Marshall, Secretary to the Board of Education

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: David Yoshihara
Assistant Superintendent, Business Services

ITEM NUMBER: B-11 New Business
**Resolution 10-11-34, Authorizing Contracting Pursuant to the CMAS
Government Purchasing Alliance Purchasing Cooperative Bid for
Flooring**

ROLL CALL VOTE

Pursuant to Sections 20118 and 20652 of the Public Contract Code, public agencies may purchase from a contract of another public agency under the same price, terms, and conditions as the bidding agency.

The District intends to purchase flooring from the California Department of General Services California Multiple Award Schedules Government Purchasing Alliance (CMAS) contract. Based upon the recommendation of the County Counsel, a resolution must be adopted to authorize this action.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 10-11-34, authorizing the purchase of flooring from the California Department of General Services CMAS contract.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 10-11-34
AUTHORIZING CONTRACTING PURSUANT TO THE CMAS GOVERNMENT
PURCHASING ALLIANCE PURCHASING COOPERATIVE**

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

WHEREAS, California Department of General Services California Multiple Award Schedules (CMAS) has conducted a solicitation of RFPs through the sealed formal bid process as outlined in Public Contract Code Section 20111, the inclusion of both a public agency clause and a waiver clause to draw warrants in favor of the vendor rather than the awarding agency pursuant to Section 20118 of the Public Contract Code of California; and,

WHEREAS, this Board has determined it to be in the best interest of the District to purchase flooring from the cooperative contracts awarded by CMAS;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED the contract for the purchase of flooring, is hereby authorized and approved and is subject to all terms, conditions, and documents as specified in the CMAS award documents, Award #4-08-00-0054C.

BE IT FURTHER RESOLVED, ORDERED, AND DECLARED David Yoshihara, Assistant Superintendent, Business Services, is hereby authorized to execute the necessary contract documents with CMAS and the representative from Tandus Flooring, Inc., naming the District as contracting party.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 19th day of April 2011, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 19th day of April 2011.

Brian Marshall, Secretary to the Board of Education

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011

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

ITEM NUMBER: LS-1 New Business
Acceptance of Gifts – Fletcher Hills and Murray Manor Elementary
Schools

Mr. David Wheeler, a community supporter and employee of Sony Electronics, would like to donate two Sony VAIO NW series Notebooks with a total value of \$1,400.00 to Fletcher Hills Elementary School.

Murray Manor Elementary School PTA would like to donate \$1,867.15 to Murray Manor Elementary to be used for Safety Patrol admission to Disneyland and kindergarten instructional materials; and \$5,847.38 to be used to pay for the ethnic dance teacher.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

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

ITEM NUMBER: LS-2 New Business
Acceptance of Uniform Complaint Quarterly Report

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

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

ADMINISTRATIVE RECOMMENDATION

Acceptance is requested for the attached Quarterly Complaint Report Summary for the quarter ending March 31, 2011.

Williams Settlement Legislation

Quarterly Uniform Complaint Report Summary

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

District Name: La Mesa – Spring Valley School District

Quarter covered by this report: January 1st through March 31st, 2011

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

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

Submitted by: Karen Walker, Ed.D.

Title: Assistant Superintendent, Learning Support

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

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

ITEM NUMBER: LS-3 New Business
Authorization to Conduct Student Excursion – Spring Valley Middle
School Choral Program (San Diego Opera)

The Choral program at Spring Valley Middle School is requesting authorization to conduct a trip to San Diego Civic Center to attend San Diego Opera's "Carmen." The purpose of the trip is for students to broaden their experience in the arts.

Sixty-five students, six chaperones, and teacher Unison Goody will depart Spring Valley Middle at 4:20 p.m. and return at 9:00 p.m. on May 12. Transportation will be provided by a District bus. A grant will cover all expenses associated with this event.

ADMINISTRATIVE RECOMMENDATION

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

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

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

ITEM NUMBER: LS-4 New Business
Ratification of Student Excursion – La Presa Middle School Builders Club

Thirty students from the La Presa Middle School Builders club, along with teachers Abby George and Rachel Newman, participated in a graffiti “Paint Out” throughout the La Presa neighborhood on Saturday, March 19th.

Parents provided transportation for their own student. All materials were donated.

ADMINISTRATIVE RECOMMENDATION

It is recommended ratification be granted for this student excursion.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

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

ITEM NUMBER: LS-5 New Business
Authorization to Enter into a Contract with the Exceptional Family Resource Center

Early Intervention services to infants and their families are addressed in Part C of the Individuals with Disabilities Education Act (IDEA). The regulations for California's interpretation of the federal law, California Early Start (CES), require that infant programs take referrals year-round.

School districts' infant programs, the San Diego Regional Center and the Exceptional Family Resource Center (EFRC) are all mandated partners for the provision of Part C services. While District Infant Program staff are on breaks during the year (e.g., five weeks in July/August and two weeks each in October, December, and April), the Exceptional Family Resource Center takes referral calls from parents and begins the intake process:

- Explains California Early Start
- Obtains consent to share information with other California Early Start agencies
- Provides parent support (both individual and group)
- Obtains necessary releases
- Mails the initial Intake Packet of information that is used throughout the county
- Provides coordination within the SELPA

The EFRC charges educational agencies with Infant Programs a nominal fee (\$30/week) for this service, or \$330 for eleven weeks of coverage throughout the year.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to approve entering into a contract with the Exceptional Family Resource Center.

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

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

ITEM NUMBER: LS-6 New Business
Resolution 10-11-35, to Enter into an Amended Agreement with the California Department of Education to Provide Services in Accordance with the Child Care and Development Programs

ROLL CALL VOTE

The Board previously approved an agreement with the California Department of Education to provide General Child Care and State Preschool programs associated with the District's Child Development Center program July 1, 2010, through June 30, 2011. Additionally, an amendment to the general funding terms and conditions was approved at the January 18, 2011 Board meeting. The attached amended agreement reflects changes in the special fund (reserve account) amount from \$172,803 to \$145,710.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution and approve the attached amended agreement with the California Department of Education to provide services in accordance with the Child Care and Development Programs.



CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 10 - 11

Amendment 02

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Special Fund (Reserve Account) Chg

DATE: July 01, 2010

CONTRACT NUMBER: CSPP-0465

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6819-00-0

CONTRACTOR'S NAME: LA MESA-SPRING VALLEY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2010 designated as number CSPP-0465, Amendment #01 (Special Fund (Reserve Account) and FT&C Chg.) shall be further amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$834,998.00. (No change)

The Special Fund (Reserve Account) Amount shall be amended by deleting reference to \$172,803.00 and inserting \$145,710.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS:

The minimum Child Days of Enrollment (CDE) Requirement shall be 24,287.0. (No change)

Minimum Days of Operation (MDO) Requirement shall be 176. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Brian Marshall, Superintendent	
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 4750 Date Ave., La Mesa 91942	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 27,093	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 662,195	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 689,288	ITEM See Attached	CHAPTER	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	STATUTE	
		FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

RESOLUTION

10-11-35

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____
La Mesa-Spring Valley School District

authorizes entering into local agreement number/s CSPP-0465 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Brian Marshall</u>	<u>Superintendent</u>	_____
<u>Karen Walker, Ed.D.</u>	<u>Asst. Superintendent</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 19th day of April 2010-11, by the
Governing Board of La Mesa-Spring Valley School District
of San Diego County, California.

I, Bob Duff, Clerk of the Governing Board of

La Mesa-Spring Valley School District, of San Diego, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted
by the said Board at a regularly scheduled meeting thereof held at a regular
public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-1 Human Resources Recommendations
Standard Recommendations

The Human Resources recommendations which are attached for consideration at the April 19, 2011, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

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

1. Standard Human Resources Recommendations – April 19, 2011

CERTIFICATED:

Approval of Contract:

Wear, Alexis L.	Teacher (temporary)	02/18/11 – 06/10/11
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Approval of Acceptance of Resignation:

Michalowski, Nancy C.	Teacher (retirement)	06/10/11
Morse, Julie A.	Teacher (moving from area)	06/10/11
Stewart, Kristi D.	Teacher (from leave – moved from area)	06/10/11

Approval of Leave of Absence:

Packham, Anna	Teacher, Learning Handicapped (employment elsewhere)	06/13/11 – 06/15/12
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Approval of Extension of Leave of Absence:

McEvoy, Jon P.	Dean of Students (employment elsewhere)	06/13/11 – 06/15/12
Howell, Erica R.	Teacher (child rearing)	06/13/11 – 06/15/12
McGovern, Katherine M.	Teacher (child rearing)	06/13/11 – 06/15/12
Shaddox, Yasmin S.	Teacher (moving from area)	06/13/11 – 06/15/12

Approval of Change of Assignment:

Reed, Christina R.	From: Teacher To: Teacher on Special Assignment	02/18/11 – 04/29/11
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Approval of Change of Classification:

Belliard, Raydeen J.	From: V-15 To: VI-15	04/01/11
Mayen, Marjorie C.	From: V-5 To: VI-5	04/01/11
Schulman, Maggie M.	From: V-12 To: VI-12	03/01/11
Post Stachelski, Molly K.	From: IV-12 To: V-12	03/01/11

Approval of Correction of Salary Placement (Rescinded Previous Correction):

Naffziger, Britnie D.	From: VI-2 To: IV-2	10/25/10
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Approval of Contract Revision (From Temporary to Regular Contract Status):

Villegas, James R.	Teacher	08/10/10 – 06/10/11
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Approval of Employment of Personnel for the Spring Intersession Program for 2011:

Avallone-Martinez, Cynthia	Escamilla, Lorena	Lyons, Shama	Sams, Lori
Bernal, Tara	Esparza, Maria D.	Mayen, Marjorie	Setter, Heather
Best, Brenda	Fleming, Emily	Nelson, Kelli	Smith, Scott
Bonacorsi, Jennifer	Frankenberger, Silvia	Nelson, Grant	Suffield, J. Noelle
Castiglione, Michelle	Gardner, Denise	Newman, Rachel	Symons, Amy

Castillo, Krystal	Henrickson, Toni	Olaveson, Marcia	Tavolazzi, Nicole
Chalco, Veronica	Jamison, DeeAnn	Omahen, Karen	Thomas, Jo Ann
Champagne, Ronda	Keane, Lauren	Palmer, Numila	Walsh, Meghan
Cordero, Cynthia	Kerper, Carla	Pecorella, Karly	Wilcox, Lori

CLASSIFIED:

Approval of Employment/Merit System:

Green, Lisa A.	Paraprofessional – Special Education	21-C	03/15/11
Jordan, Kimberly L.	Child Nutrition Worker I	9-A	03/30/11

Approval of Employment:

Avalos, Monique L.	Extended School Services Attendant	\$10.18/hr	03/07/11
Castillo, Angelica I.	Playground Attendant	\$8.85/hr	02/24/11
Cazares, Fatima	Playground Attendant	\$8.85/hr	03/21/11
Cruz, Jorge A.	Extended School Services Attendant	\$10.18/hr	03/14/11
Dupree, Latysa C.	Playground Attendant	\$8.85/hr	03/15/11
Garcia, Lisa M.	Playground Attendant	\$8.85/hr	03/28/11
Lopez, Matthew A.	Extended School Services Attendant	\$10.18/hr	03/21/11
Mahan, Reanna A.	Extended School Services Attendant	\$10.18/hr	03/14/11
Myers III, Elmore E.	Extended School Services Attendant	\$10.18/hr	03/28/11
Nigro, Breana M.	Extended School Services Attendant	\$10.18/hr	03/28/11
OCallaghan, Sean D.	Extended School Services Attendant	\$10.18/hr	03/28/11
Vasquez, Christina C.	Extended School Services Assistant Leader	\$13.39/hr	02/22/11
Yorba, Oscar E.	Extended School Services Attendant	\$10.18/hr	03/28/11

Approval of Acceptance of Resignation/Merit System:

Crocker, Theresa S.	Library Media Technician (employment elsewhere)	03/31/11
Frie, Tracy L.	Library Media Technician (resigned)	06/10/11
Goree, Judy A.	Health Aide (retirement)	06/10/11
McCrary, Dana L.	Skilled Maintenance Worker II (retirement)	06/30/11
Shadinger, Margery A.	School Office Assistant (retirement)	06/17/11

Approval of Termination of Employment:

Abraha, Eden B.	Playground Attendant (resigned)	02/04/11
Buckley, Alyssa B.	Extended School Services Attendant (dismissed)	02/24/11
Castro, Yarik	Playground Attendant (further education)	08/13/10
Galan, Francesca M.	Extended School Services Assistant Leader, and Extended School Services Attendant (employment elsewhere)	02/18/11
Garcia, David J.	Extended School Services Assistant Leader (end of temporary assignment)	12/17/10
Grilliot, Thora A.	Playground Attendant (reduction in staff)	10/26/10
Harker-Reid, Elizabeth D.	Extended School Services Attendant (further education)	02/25/11
Hilton, Maria E.	Extended School Services Attendant (employment elsewhere)	01/03/11
Ison, Nicole S.	Extended School Services Attendant (further education)	02/18/11
Martinez, Jessica	Playground Attendant (further education)	01/28/11
Olson, Elizabeth M.	Student Helper (further education)	12/17/10
Rivera, Dominic D.	Playground Attendant (dismissed)	02/22/11
Ruiz, Carlos W.	Playground Attendant (reduction in staff)	12/17/10
Somerville, Andrew M.	Extended School Services Attendant (resigned)	02/01/11

Approval of Change of Classification:

Arechiga, April D.	From: Extended School Services Leader	26-F+	04/01/11
	To: Supervisor – Extended School Services	14-A	
Folkesson, Dawn R.	From: Office Assistant I	17-A	04/25/11
	To: Health Technician	34-A	
Mildenhall, Julia L.	From: Paraprofessional	14-D	03/21/11
	To: Library Media Technician	31-C	
Porco, Angela G.	From: Extended School Services Team Lead	44-F+	04/04/11
	To: Extended School Services Leader	26-F+	
Tanner, Jennifer M.	From: Extended School Services Team Lead	44-F	03/10/11
	To: Supervisor – Extended School Services	14-A	

Approval of Placement on 39-Month Reemployment List:

Duke, Sara E.	Paraprofessional – Special Education Behavioral Assistant	02/28/11
Partain, Amy M.	School Office Assistant	02/22/11
Valadez, Otilia	Child Nutrition Worker I	03/03/11

Approval of Employment of Personnel for the Spring Intersession Program for 2011:

Bartindale, Jennifer
Dunham, Judith
Ertz, Leanna
Kuhle, Annette
Moore, Debby
Oliver, Marian
Shadinger, Margery

AFTER-SCHOOL, LECTURER/PRESENTER, SHORT-TERM EMPLOYMENT: (Enclosed)

History: Here & Now/T. Brault	Lecturer/Presenter (Lemon Avenue)	06/08/11
Jansma, Sheryl	Short-Term Employment (Avondale)	04/25/11 – 05/20/11
Johnson, Dan	Short-Term Employment	04/25/11 – 06/10/11
Kyle's Cartoon Platoon/K. Teirnan	Lecturer/Presenter (La Mesa Dale)	06/02/11
Mango and Dango, Theatrical Circus Duo	Lecturer/Presenter (Rolando)	06/09/11
One on One Basketball, Inc./K. Agran	After-School Program (Avondale)	04/25/11 – 06/10/11
One on One Basketball, Inc./K. Agran	After-School Program (Fletcher Hills)	04/25/11 – 06/10/11
One on One Basketball, Inc./K. Agran	After-School Program (Northmont)	04/25/11 – 06/10/11
One on One Basketball, Inc./K. Agran	After-School Program (Rancho)	04/25/11 – 06/10/11
Preferred Aerial & Crane Tech., Inc.	Lecturer/Presenter	04/11/11 – 04/21/11
SD County Fair School Tours Program	Lecturer/Presenter (Fletcher Hills)	05/04/11
SD County Fair School Tours Program	Lecturer/Presenter (Lemon Avenue)	04/27/11
SD County Library/J. Flanagan	Lecturer/Presenter (Parkway Middle)	04/28/11
Surber, Frances	Short-Term Employment	04/12/11 – 06/30/11
Surber, Frances	Short-Term Employment	07/01/11 – 10/31/11
Wild Wonders/D. Eby	Lecturer/Presenter	06/22/11 – 06/24/11
Workplace Bullying in Schools Project	Consultant (Personnel Commission)	06/03/11
Your Yogis Alliance/J. Johnston	After-School Program (La Mesa Dale)	05/09/11 – 06/10/11

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-2 Human Resources Recommendations
Authorization to Enter into a Personnel Agreement with the
Superintendent of Schools, San Diego County Office of Education

The San Diego County Office of Education has again requested the District enter into a Personnel Agreement for the on-loan services of Paula Jameson. Ms. Jameson was assigned as a Coordinator, District Assistance Intervention Team (DAIT) for the 2008-2009, 2009-2010 and 2010-2011 school years. This new agreement has a proposed start date of July 1, 2011 and will continue for the 2011-2012 school year.

The La Mesa-Spring Valley School District shall continue to compensate Ms. Jameson monthly at her appropriate daily rate and the San Diego County Office of Education will reimburse the District within fifteen (15) days after the date of submission of an itemized claim. The District will submit claims on a semi-annual basis.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be given to enter into the attached Personnel Agreement with the Superintendent of Schools, San Diego County Office of Education.

PERSONNEL AGREEMENT

THIS AGREEMENT, is entered into on this 1st day of March, 2011 by and between the Superintendent of Schools, San Diego County Office of Education herein called the Office and

La Mesa-Spring Valley School District
herein called the District.

WHEREAS, the Office is in need of the professional services of any employee of the District to work in the field of Coordinator, DAIT

AND, WHEREAS, the District is agreeable to assigning

Paula Jameson

herein referred to as Employee to give his/her professional services to the Office in the above assignment.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

1. The District agrees during the term of this agreement to assign the Employee to the San Diego County Office of Education and to perform those duties assigned by the Office and to require Employee in the performance of such services to the Office to conform to the rules and regulations applicable to certificated personnel of the Office including but not limited to performance of work in the Office.
2. Office agrees to pay District in consideration of the services performed by Employee as herein specified and District agrees to accept in full payment hereof a sum not to exceed
\$ 148,920.85 computed as follows:
 - (a) \$ 124,348.65 salary payment.
 - (b) \$ 24,572.20 fringe benefits' cost including teachers' retirement, worker's compensation, unemployment insurance, and health benefits.
 - (c) Office agrees to adjust the amount specified above to provide complete reimbursement to the District for actual cost based on District negotiated increases. Actual cost increases that exceed the state approved COLA plus 2% shall require an amendment to this agreement. The amendment must be approved by mutual consent of both parties.
 - (d) The agreement provides for 201 days of service by the Employee at a daily rate of \$ 618.65 excluding fringe benefits.
 - (e) The sum called for herein shall become due and payable to the District within (15) days after the date of submission of an itemized claim by District. The District may submit claims on a semi-annual basis.

3. District agrees that the Office may pay directly to the Employee, during the term of this agreement, reimbursement for assigned mileage and travel expenses in accordance with and subject to the policies of the Office.
4. The workday under this agreement shall be in accordance with the normal workday for employment by the Office.
5. This agreement may be amended at the request of either party by mutual consent of both parties by the addition of an addendum to the agreement signed by a representative of the Office and the District.
6. Office shall be responsible for maintaining sick leave records for the Employee. District certifies that the Employee has 198.75 accumulated days of sick leave on the effective date of this agreement. At the conclusion of the agreement the Office will certify the number of sick leave days used by the Employee and the sick leave days accumulated by Employee during the term of this agreement. Employee is entitled to 11.5 days of sick leave during employment with the Office during the term of this agreement.
7. The term of this agreement shall commence July 1, 2011 and end on June 30, 2012, inclusive unless terminated sooner by the mutual consent of both parties.
8. This agreement contains the entire agreement between the parties and shall not be modified except in writing signed by a representative of the Office and/or District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above:

Approved by the Governing Board

Superintendent of Schools
San Diego County Office of Education

By: _____

By: _____

Date: _____

Date: _____

CONSENT OF EMPLOYEE

In accordance with SDCOE policy 2301, all materials produced under this agreement shall become the property of the San Diego County Office of education and cannot be used without permission of the Office. The undersigned Employee hereby acknowledges that he/she has read the foregoing agreement between OFFICE and DISTRICT and consents to serve as described in this agreement.

Signature

Date

02/05

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-3 Human Resources Recommendations
Resolution 10-11-36, Elimination and/or Reduction of Classified Positions

ROLL CALL VOTE

The attached Resolution 10-11-36 authorizes the elimination of 5 (five) classified positions for the 2011-2012 school year.

Due to extreme reductions in state funding, the District is reorganizing and the four middle schools will move from a 6-8 grade configuration to only grades 7 and 8 beginning with the 2011-2012 school year. This change will result in an approximate 33 percent (33%) decrease in student enrollment at the middle schools. Fewer students will necessitate fewer support staff. The District has met with CSEA and negotiated the following changes.

As a result of budget constraints and program modifications, four (4) full-time, eight-hour School Office Assistant (SOA) site-based positions will be eliminated. However, one districtwide SOA position will be created to focus on the essential functions related to financial duties at all four middle school sites. Due to one retirement, one resignation, and one transfer to a School Office Manager position, no incumbents will be laid off. The net effect of this reorganization is three (3) SOA positions will be eliminated.

Additionally, one (1) part time, four-hour School Office Assistant position at Parkway Middle School will be eliminated. The position is currently vacant; therefore, no incumbent will be laid off.

One (1) part time, six-hour Office Assistant I position at La Mesa Middle School will be eliminated. Due to a promotion for the incumbent, the position is currently vacant and no incumbent will be laid off.

The above reductions and/or eliminations of positions result in the elimination of five (5) positions, but no employees will be laid off.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution to eliminate five (5) classified positions pursuant to the District Rules and Regulations and applicable provisions of the Education Code of the State of California.

La Mesa-Spring Valley School District

RESOLUTION 10-11-36

ELIMINATION AND/OR REDUCTION OF CLASSIFIED POSITIONS

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

WHEREAS, when a bona fide reduction or elimination of funds or services occurs within a school district, classified employees shall be subject to layoff for either lack of work or lack of funds; and

WHEREAS, The District has been deficit spending and unfortunately must take steps to close the gap between revenues and expenditures; and

WHEREAS, due to lack of funds and/or work the Board finds it is in the best interest of this school district that, as of June 11, 2011, certain services now being provided by the District be reduced or discontinued by the following extent:

Office Assistant I	1 at 6 hours/day – eliminate
School Office Assistant	1 at 4 hours/day – eliminate
School Office Assistant	3 at 8 hours/day – eliminate

NOW, THEREFORE, BE IT RESOLVED as of the 11th day of June 2011, five (5) classified positions of the La Mesa-Spring Valley School District be eliminated to the extent set forth above.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 19th day of April, 2011, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a Regular meeting held on the 19th of April, 2011.

Brian Marshall, Secretary to the Governing Board

**La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
April 19, 2011**

PREPARED BY: Claudia Bender
Assistant Superintendent, Human Resources

ITEM NUMBER: HR-4 Human Resources Recommendations
Resolution 10-11-37, Elimination of Classified Supervisory Position

ROLL CALL VOTE

The attached Resolution 10-11-37 authorizes the elimination of 1 (one) classified supervisory position effective July 1, 2011.

The District continues to experience significant loss of revenue resulting in a budget deficit of at least \$9M for the 2011-2012 school year. As a result of these financial constraints, and through the zero-based budgetary process, the District has determined the Purchasing Department must be reorganized and downsized.

The Supervisor, Purchasing position will be eliminated and the essential functions will be completed either by other administrators or the Buyers, when appropriate through their job descriptions.

The incumbent does not have bumping rights; therefore, the elimination of this position will result in one employee being laid off.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached resolution to eliminate one (1) classified supervisory position pursuant to the District Rules and Regulations and applicable provisions of the Education Code of the State of California.

La Mesa-Spring Valley School District

RESOLUTION 10-11-37

ELIMINATION OF CLASSIFIED SUPERVISORY POSITION

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

WHEREAS, when a bona fide reduction or elimination of funds or services occurs within a school district, classified employees shall be subject to layoff for either lack of work or lack of funds; and

WHEREAS, The District has been deficit spending and unfortunately must take steps to close the gap between revenues and expenditures; and

WHEREAS, due to lack of funds and/or work the Board finds it is in the best interests of this school district that as of July 1, 2011, certain services now being provided by the District be reduced or discontinued by the following extent:

Supervisor, Purchasing

1 at 8 hours/day – eliminate

NOW, THEREFORE, BE IT RESOLVED as of the 1st day of July 2011, one (1) classified supervisory position of the La Mesa-Spring Valley School District be eliminated to the extent set forth above.

BE IT FURTHER RESOLVED the Board authorizes the Superintendent to give notice to the affected classified employee that his/her position will be reduced or eliminated as of July 1, 2011, pursuant to District Rules and Regulations and applicable provisions of the Education Code of the State of California, such notice to be given forty-five (45) days prior to the effective date of the layoff as set forth above.

PASSED AND ADOPTED by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 19th day of April, 2011, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a Regular meeting held on the 19th of April, 2011.

Brian Marshall, Secretary to the Governing Board

**MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: March 15, 2011**

The meeting was called to order at p.m. at the Education Service Center by the President, Mr. Winet.

The President led the Pledge of Allegiance to the Flag.

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

Board members absent: None

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

It was moved by Duff, seconded by Halgren, and carried unanimously to approve the minutes of the regular meeting of March 1, 2011, as presented.

COMMUNICATIONS

2010-11 Second Interim Report

PowerPoint for the Second Interim Financial Report and Budget Update

Memo from Paul Schnaubelt, President, Teachers Association, regarding ratification of the Tentative Agreement

E-mail from Kira Cooper, Parent, Lemon Avenue Elementary, thanking the staff at Lemon for making an impact on her son's life.

Memo from Karen Walker, Assistant Superintendent, Learning Support, regarding La Presa Middle School Builders Club

AGENDA

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

HEARING SESSION

The President announced a hearing for anyone who wished to address the Board on any topic relating to public education.

Jay Steiger, District parent/VP Legislation, Mt. Helix Council PTA, encouraged the Board to support Resolution 10-11-24, Supporting Special Election.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ESTABLISHMENT OF
QUORUM**

**MINUTES
Approved as presented**

COMMUNICATIONS

2010-11 2nd Interim Report

PowerPoint for 2nd Int. Report

P. Schnaubelt, Pres.,
Teachers Assn.
Ratification of Tentative Agrmt.

K. Cooper, parent, LEA
Commending staff at LEA

K. Walker, Asst. Supt., LS
LPMS Builders Club

AGENDA

Approved as presented

HEARING

J. Steiger, parent/VP Legis.,
Mt. Helix Council PTA
Supporting Special Election

Jennifer Bradford, President-elect, Teachers Association, speaking on behalf of over 100 teachers and counselors who are being laid off, encouraged the Board to support Resolution 10-11-24, Supporting Special Election.

J. Bradford, President-elect,
Teachers Association
Supporting Special Election

The President announced a hearing for anyone who wished to address the Board regarding the Tentative Agreement between the LMSV Teachers Association and the Board of Education. There being no one wishing to address the Board, the session was closed.

NEW BUSINESS

It was moved by Halgren, seconded by Baber, and carried unanimously to approve the Tentative Agreement between the LMSV Teachers Association and the Board of Education. The Board thanked the teachers and the negotiating team, noting their appreciation for leadership and character on both sides.

REPORTS OF OFFICERS OF THE BOARD

Based on current projections for the 2010-11 second interim report, a qualified certification is recommended since the District may not meet its financial obligations in the out-year, 2011-12 fiscal year, and subsequent 2012-13 fiscal year. As a result of the Governor's potential 2011-12 cuts to education, the District's Budget Study Committee has met to address the necessary budget reductions. David Yoshihara, Assistant Superintendent, Business Services, reviewed the second interim report and responded to clarifying questions.

NEW BUSINESS (cont.)

It was moved by Baber, seconded by Duff, and carried unanimously to approve the 2010-11 Second Interim Financial Report and Incorporated Budget revisions.

At 8:10 p.m. the President announced a recess.

The meeting was reconvened at 8:14 p.m.

It was moved by Turner and seconded by Halgren to adopt Resolution 10-11-24, Supporting Special Election. There was discussion regarding supporting children in schools and the appropriateness of a non-partisan school board taking a position on a partisan issue (a Special Election to vote on extending taxes). After discussion, the President called for the vote as follows: Ayes: Turner and Halgren; and Noes: Baber, Duff, and Winet. Motion failed.

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

Purchase Orders E22341 through E22495 totaling \$280,941.72

Warrants February 18-28, 2011 through totaling \$307,133.21

NEW BUSINESS

**Tentative Agrmt. between
Teachers Assn. and Board of
Education**
Approved

REPORTS

2010-11 2nd Interim Financial
Report & Budget Update

NEW BUSINESS (cont.)

**2010-2011 2nd Interim Report/
Budget Revisions**
Approved

**Res. 24, Supporting
Special Election**
Not adopted

Consent Calendar
Approved

Purchase Orders

Warrants

Expenditures in the amount of \$588.03

Revolving Cash Fund
Reimbursements from the
General Fund

Approval of Grant of Easement for City of La Mesa at Rolando
Elementary School

Grant of Easement at ROL

It was moved by Halgren, seconded by Turner, and carried unanimously
to adopt Resolution 10-11-25, Designation of Applicant's Agents
Pertaining to the Governor's Office of Emergency Services.

**Res. 25, Designation of Agents
per Office of Emergency Serv.**
Adopted

It was moved by Halgren, seconded by Turner, and carried unanimously
to adopt Resolution 10-11-26, 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.

**Authorization for Temporary
Transfer of Funds from S.D.
County Treasurer & Agrmt.**
Adopted

It was moved by Duff, seconded by Halgren, and carried unanimously to
accept the following gifts with thanks: \$1000.00 from Kohl's
Department Store to Casa de Oro Elementary School to be used for
instructional supplies; \$1000.00 from Price Family Charitable Fund to
the SmartSteps Preschool program at Fletcher Hills Elementary School
to be used for instructional supplies; \$2262.13 from Murray Manor
Elementary School PTA to Murray Manor Elementary for school
assemblies and classroom study trips; and \$1200.00 from Pietro
DiGiammarino, a Rolando parent, to Rolando Elementary School to be
used for sixth-grade library books.

**Gifts – CDO, SmartSteps
Preschool, MUM & ROL**
Accepted with thanks

It was moved by Duff, seconded by Halgren, and carried unanimously to
authorize staff to develop, submit, negotiate and implement an Early
Mental Health Initiative Grant.

**Early Mental Health
Initiative Grant**
Authorized

It was moved by Halgren, seconded by Duff, and carried unanimously to
approve Interdistrict Transfer Agreements.

Interdistrict Transfer agrmts.
Approved

It was moved by Duff, seconded by Halgren, and carried unanimously to
authorize staff to enter into an Expanded Special Education Master
Contract with Springall Academy.

**Expanded Sp.Ed. Master
Contract w/Springall
Academy**
Authorized

It was moved by Duff, seconded by Turner, and carried unanimously to
authorize staff to conduct student excursion - Spring Valley Middle
School AVID students to the San Diego Opera.

**Student excursion – SVMS
AVID students to SD Opera**
Authorized

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Halgren, seconded by Turner, and carried unanimously
to approve standard Human Resources recommendations as amended to
include 17 additional Lecturer/Presenter and/or Short-Term Employment
forms.

**Human Resources
Recommendations**
Approved as amended

It was moved by Baber, seconded by Halgren, and carried unanimously to adopt Resolution 10-11-27, Release and Reassignment of Certificated Administrators, due to budgetary constraints.

**Res. 27, Release/
Reassignment of Certificated
Administrators
Adopted**

It was moved by Halgren, seconded by Baber, and carried unanimously to approve Revised Job Description – Dean of Students.

**Revised Job Description –
Dean of Students
Approved**

It was moved by Turner, seconded by Halgren, and carried unanimously to ratify agreement with Maxim Staffing Solutions.

**Maxim Staffing Solutions
Agreement
Ratified**

It was moved by Halgren, seconded by Turner, and carried unanimously to authorize staff to enter into a Memorandum of Understanding with Grossmont-Cuyamaca Community College District.

**MOU with Grossmont-
Cuyamaca Community
College District
Authorized**

It was moved by Baber, seconded by Duff, and carried unanimously to authorize staff to enter into an Agreement with Valdosta State University.

**Agrmt. with Valdosta State
University
Authorized**

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Duff announced that he and his wife have been enjoying teaching ballroom dance at Casa de Oro Elementary School. The Superintendent added this is a program funded through the LMSV Educational Foundation and Murdock Cultural Arts Foundation for all 4th-graders at Bancroft, Casa de Oro, Highlands and Kempton Elementary Schools.

Mr. Baber announced he is serving on the Lemon Grove Bond Oversight Committee as the taxpayer representative.

The Superintendent announced the Farmers' Market at the Spring Valley Elementary site began today and will be held every Tuesday. The market will give this community access to fresh produce.

Mr. Winet announced Peter Pan Jr. Theater begins this Wednesday.

At 8:40 p.m. the President announced a recess.

CLOSED SESSION

At 8:50 p.m. the President called for a closed session to discuss negotiations updates – LMSV Teachers Association; California School Employees Association (CSEA), Chapter 419; and Administrators Association and other unrepresented bargaining groups; non-reelection of certificated employees for the 2011-12 school year; non-reelection of Administrative Employees for the 2011-12 school year; and public employee discipline/dismissal/release. The Superintendent, Board, and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 9:30 p.m. the President reconvened the meeting and announced the Board took the following actions in closed session:

It was moved by Halgren, seconded by Duff, and carried unanimously to non-reelect Certificated Employees (Files 03-15-11-01 through 03-15-11-09) for the 2011-12 School Year.

**Non-reelection of Certificated
Employees for 2011-12**
Approved

It was moved by Baber, seconded by Duff, and carried unanimously to release Administrative Employees (Files 03-15-11-10 and 03-15-11-11) for the 2011-12 School Year.

**Release of Administrative
Employees for 2011-12**
Approved

The meeting was adjourned at 9:31 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 April 19, 2011.

Bob Duff, Clerk of the Board of Education