

**La Mesa-Spring Valley Schools**

# **Board of Education**

**June 20, 2017**

## **Our Purpose**

**To Inspire Learning and Respect**

## **Our Vision**

**La Mesa-Spring Valley School District is a  
Community of life-long learners who engage in  
Continuous improvement and contribute positively to  
A global society, within a safe learning environment**

**4750 Date Avenue  
La Mesa, California 91942-9293  
Phone: 619-668-5700  
Fax: 619-668-4619**

AGENDA  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOLS  
REGULAR SESSION: Tuesday, June 20, 2017 - 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
4. Election of Clerk of the Board Through December 2018

MINUTES OF PREVIOUS MEETING(S)

Action

COMMUNICATIONS

1. ROSE Award Recognitions:  
  
Recipient: Lorena Malloian, Parent Volunteer, Sweetwater Springs  
Presenter: Monica Robinson, Principal, Sweetwater Springs  
  
Recipient: Dawn Heller, Parent Volunteer, Sweetwater Springs  
Presenter: Monica Robinson, Principal, Sweetwater Springs

APPROVAL OF AGENDA

Action

HEARING(S)

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. NUA Sparrow – La Mesa-Spring Valley Charter Petition

Information

NEW BUSINESS

SUPERINTENDENT

1. Authorization to Approve Charter Petition for NUA Sparrow – La Mesa-Spring Valley

Action

REPORTS OF OFFICERS OF THE BOARD (cont.)

2. 2017-18 Local Control and Accountability Plan
3. 2017-18 Adopted Budget Report

Information

Information

NEW BUSINESS (cont.)

LEARNING SUPPORT

- |    |  |        |
|----|--|--------|
| 1. | Authorization to Adopt the 2017-18 Local Control and Accountability Plan | Action |
|----|--|--------|

BUSINESS SERVICES

- |    |                            |        |
|----|----------------------------|--------|
| 1. | Adoption of 2017-18 Budget | Action |
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NEW BUSINESS (cont.)

SUPERINTENDENT (cont.)

- |    |   |        |
|----|---|--------|
| 2. | Procedure for Filling Vacated Board of Education Position                                     | Action |
| 3. | Authorization to Enter into an Agreement with Dannis Woliver Kelley for Professional Services | Action |
| 4. | Authorization to Enter into an Agreement with Artiano Shinoff for Professional Services       | Action |

BUSINESS SERVICES (cont.)

- |    |   |                   |
|----|---|-------------------|
| 2. | Consent Calendar*   | Action            |
| a. | Ratification of Purchase Orders, Warrants, Revolving Cash Reimbursements and Purchasing Contracts   |                   |
| b. | Approval of Institutional Memberships   |                   |
| c. | Award of Bid for Districtwide Concrete and Asphalt Projects, Bid FB #16-17-008  |                   |
| d. | Authorization to Enter into Agreements with St. Martin of Tours Academy and Trinity Christian School to Provide Nutritious Lunches  |                   |
| e. | Authorization to Submit the Consolidated Application for the 2017-18 School Year to the California Department of Education  |                   |
| 3. | Resolution 16-17-25, of La Mesa-Spring Valley School District Authorizing the Borrowing of Funds for Fiscal Year 2017-18, the Issuance and Sale of One or More Series of 2017 Tax and Revenue Anticipation Notes Therefore in an Amount Not to Exceed \$15,000,000, 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<br>Vote |
| 4. | Resolution 16-17-26, 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   | Roll Call<br>Vote |

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|----|---|--------|
| 5. | Rejection of Claim – Student Injury at Casa de Oro Elementary | Action |
|----|---|--------|

LEARNING SUPPORT (cont.)

- |    |  |                   |
|----|--|-------------------|
| 2. | Acceptance of Gifts – Bancroft Elementary, Lemon Avenue Elementary and Murdock Elementary Schools  | Action            |
| 3. | Resolutions 16-17-23 and 16-17-24, Agreements with the California Department of Education to Provide Services in Accordance with the Child Care and Development Programs | Roll Call<br>Vote |
| 4. | Authorization to Enter into an Agreement with the San Diego County Office of Education for First 5 Quality Preschool Initiative  | Action            |
| 5. | Authorization to Enter into an Agreement with Grossmont Union High School District, Grossmont Adult School, to Conduct Adult Education Classes                           | Action            |
| 6. | Authorization to Enter into an Agreement with San Diego County Superintendent of Schools for Subscription to Library Media Services                                      | Action            |
| 7. | Authorization to Enter into a Memorandum of Understanding with San Diego Center for Children-East County Outpatient Counseling to Help At-Risk Students                  | Action            |
| 8. | Authorization to Enter into a Memorandum of Understanding with Family Health Centers of San Diego  | Action            |
| 9. | Authorization to Enter into Special Education Master Contracts with Stein Education Center for 2016-17   | Action            |

HUMAN RESOURCES RECOMMENDATIONS

- |    |  |        |
|----|--|--------|
| 1. | Standard Human Resources Recommendations | Action |
|----|--|--------|

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

- |    |   |
|----|---|
| 1. | Negotiations Update – LMSV Teachers Association (GC 54957)  |
| 2. | Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)          |
| 3. | Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957) |



4. Conference with Legal Counsel – Existing Litigation (LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School) (GC 54956.9)

#### ADJOURNMENT

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

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

In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board of Education in advance of their meetings may be viewed at the Education Service Center located at 4750 Date Avenue, La Mesa, California 91941. In addition, if you would like a copy of any record related to an item on the agenda, please contact Dori Guzman, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail: [dori.guzman@lmsvschools.org](mailto:dori.guzman@lmsvschools.org).

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

**La Mesa-Spring Valley Schools**  
**GOVERNING BOARD AGENDA**  
**June 20, 2017**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

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

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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 Schools**  
**GOVERNING BOARD AGENDA**  
**June 20, 2017**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

**ITEM NUMBER:**        **R-1 Reports of Officers of the Board**  
                                 **NUA Sparrow – La Mesa-Spring Valley Charter Petition**

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On May 2, 2017, the Board received a petition to establish the already-existing NUA Sparrow Charter School as a charter school under the jurisdiction of the La Mesa-Spring Valley Schools. On that same date, the Board held a public hearing. During the public hearing, seven speakers including students, parents, a teacher, the director of the school, the lead petitioner and the vice-chancellor of National University provided testimony in favor of the petition.

A capacity interview was held on May 22, 2017. The director of the school, the lead petitioner and the budget analyst responsible for producing the school budget attended the interview. After the meeting, the petitioner revised the governance and pupil outcomes sections of the petition to the satisfaction of District staff.

Brian Marshall, Superintendent, will present a review and recommendation of the NUA Sparrow charter petition to the Board, and respond to clarifying questions.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

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

<b>Action Item</b>
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**Authorization to Approve Charter Petition for NUA Sparrow –  
La Mesa-Spring Valley**

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On May 2, 2017, the Board received a petition to establish the already-existing NUA Sparrow Charter School as a Charter School under the jurisdiction of the La Mesa-Spring Valley Schools. On that same date the Board held a public hearing. During the public hearing seven speakers including students, parents, a teacher, the director of the school, the lead petitioner and the vice-chancellor of National University provided testimony in favor of the petition.

A capacity interview was held on May 22, 2017. The director of the school, the lead petitioner and the budget analyst responsible for producing the school budget attended the interview. After the meeting, the petitioner revised the governance and pupil outcomes sections of the petition to the satisfaction of District staff.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the NUA Sparrow Charter Petition for an initial term of three years (July 1, 2017 – June 30, 2020) and direct staff to begin work on a Memorandum of Understanding to define the working partnership between NUA Sparrow and La Mesa-Spring Valley Schools.

**La Mesa-Spring Valley Schools**  
**GOVERNING BOARD AGENDA**  
**June 20, 2017**

**PREPARED BY:** Guido Magliato  
Assistant Superintendent, Learning Support

**ITEM NUMBER:** R-2 Reports of Officers of the Board  
2017-18 Local Control and Accountability Plan

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The Local Control Funding formula (LCFF) gives local school boards more decision-making authority over how to allocate resources in a way that improves opportunity and achievement for all students. LCFF provides “base grant” funding, which is for all students, and “supplemental and concentration” funding, which may support all students, but is intended to be focused on the needs of low-income students, foster youth, and English learners.

The Local Control and Accountability Plan (LCAP) is the document that directs the spending for the District over the fiscal year. Each year, the LCAP must be revised to incorporate actions and expenditures of the current year; and changes in priorities, actions, and expenditures for the following three years. The State has determined eight priorities that school districts must address in the LCAP. The eight priorities include: basic; implementation of State standards; parent involvement; pupil achievement; pupil engagement; school climate; course access; and other pupil outcomes.

The engagement of parents, pupils, and other stakeholders is critical to the LCAP process. In La Mesa-Spring Valley, the involvement process includes 20/20 Vision Meetings, District Staff Council, District Parent Advisory Council meetings, District English Language Advisory Committee meetings, District, and Classified Site Council meetings. Student survey results of the Healthy Kids Survey were incorporated into LCAP development.

Guido Magliato, Assistant Superintendent, Learning Support, will present the proposed 2017-18 LCAP and respond to clarifying questions.

**La Mesa-Spring Valley Schools**  
**GOVERNING BOARD AGENDA**  
**June 20, 2017**

**PREPARED BY:** David Feliciano  
Assistant Superintendent, Business Services

**ITEM NUMBER:** R-3 Reports of Officers of the Board  
2017-18 Adopted Budget Report

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The 2017-18 District budget as proposed for adoption has been developed to align with the District's proposed Local Control and Accountability Plan. Budget assumptions are based upon the Governor's May Budget Revision, planning factors provided by the Department of Finance, as well as guidance from the San Diego County Office of Education.

Additional information on the budget will be presented by David Feliciano, Assistant Superintendent, Business Services, who will respond to clarifying questions.

**La Mesa-Spring Valley Schools**  
**GOVERNING BOARD AGENDA**  
**June 20, 2017**

**PREPARED BY:** Guido Magliato  
Assistant Superintendent, Learning Support

**ITEM NUMBER:** LS-1 New Business  
Authorization to Adopt the Local Control and Accountability Plan

<b>Action Item</b>
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The Local Control Funding Formula (LCFF) gives local school boards more decision-making authority over how to allocate resources in a way that improves opportunity and achievement for all students. LCFF specifically addresses the needs of English learners, students from low-income families and foster youth, and requires districts to increase and/or improve the outcomes for these students. LCFF provides “base grant” funding, which is for all students, and also provides “supplemental and concentration” funding for the “targeted” students. Additionally, the LCFF provides for more stakeholder involvement, accountability and transparency.

As required, the Local Control and Accountability Plan (LCAP) was created with input from all stakeholders and has been reviewed by includes the 20/20 Meetings, District Staff Council District Parent Advisory Council meetings, District English Language Advisory Committee meetings, District, Classified Site Council meetings, Student survey results on the Healthy Kids Survey was incorporated into LCAP development.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to adopt the enclosed Local Control Accountability Plan.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** David Feliciano  
Assistant Superintendent, Business Services

**ITEM NUMBER:** B-1 New Business  
Adoption of 2017-18 District Budget

<b>Action Item</b>
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Education Code (EC) 42127 requires the governing board of a school district to hold a public hearing and file an adopted budget with the County Office of Education.

EC 52060 requires the District to hold a public hearing for the budget at the same meeting as the public hearing for the LCAP. The budget shall then be adopted at a meeting held after, but not on the same day as the public hearing.

The 2017-18 budget was made available for public inspection per EC 52060. The public had an opportunity for input at a public hearing held on June 6, 2017, with the proposed budget being presented on June 20, 2017.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the enclosed 2017-18 District Budget.



**La Mesa-Spring Valley Schools**  
**GOVERNING BOARD AGENDA**  
**June 20, 2017**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

**ITEM NUMBER:**        **S-2 New Business**  
                                 **Procedure for Filling Vacated Board of Education Position**

<b>Action Item</b>
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As a result of the resignation of Rick Winet from the Board of Education, the Board must determine the means by which the vacancy shall be filled. The Board has two options for filling the vacancy:

- First, the Board may make a provisional appointment, which must be completed within 60 days of the effective date of the vacancy on the Board (June 9, 2017). If an appointment is not made within 60 days of the vacancy (August 8, 2017), the County Superintendent of Schools shall call for a special election to be held. The election would be held on a date to be determined by the Board and Registrar of Voters.

The appointment process would require the announcement of a vacancy to be posted in three public places and published in the local media. Applications would be received by the Superintendent's Office and then reviewed by the Board in a public meeting. An opportunity shall be made for each candidate to speak at a public meeting of the Board and for testimony to be given, in written or verbal form, from community members. The Board then may, in public session, by a majority vote, make a provisional appointment. The appointment shall follow *Robert's Rules of Order*, with a nomination, second, and vote on each candidate considered. The appointee, under the provision of law, would serve until December 2018, (Appendix A, Board Bylaw 9223, *Filling Vacancies*, enclosed).

A time line for making such appointment is attached.

- The second option is to call for a special election. The fee for a special election, assessed by the Registrar of Voters, would be approximately \$400,000-\$430,000. The elected candidate would serve as a member of the Board through the remainder of the vacant term of office, December 2018 (Appendix A, Board Bylaw 9223, *Filling Vacancies*, enclosed).

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board utilize the appointment process to fill the current vacancy. It is additionally recommended the Board take action to adopt the procedure and timeline for the provisional appointment, attached.

**June 20, 2017**

The Board determines the means to fill Board vacancy.

**June 21, 2017 – July 24, 2017**

Posting of vacancy at District schools and website, La Mesa and Spring Valley libraries and advertisement in the *San Diego Union-Tribune*. (See News Release, Appendix B, enclosed). Completed applications to be received by the Secretary to the Board by 4:45 p.m., July 24, 2017. Completed applications to be provided to the Board on July 28, 2017, for review prior to the Board meeting of August 1, 2017. No applications to be accepted after 4:45 p.m. on July 24, 2017.

A sample application form to be used by applicant, as well as an information packet, is provided for review (Appendix C, enclosed).

**August 1, 2017 Board Meeting**

All applications shall be reviewed and assessed by the Board. Appropriate discussion shall take place regarding candidates' qualifications, and each of the four Board members may select up to two candidates for final interview at a Special Board meeting on August 3, 2017.

**August 3, 2017 Special Board Meeting**

At a special Board meeting on Thursday, August 3, 5:00 p.m., the Board shall publicly interview each candidate individually. Each candidate shall be allotted up to three minutes for an opening statement, followed by questions from Board members. Following the interview, the Board shall discuss candidate qualifications in open session and, following *Robert's Rules of Order*, nominate, second, and vote on the candidate of choice. Three votes are necessary for the appointment.

**August 4, 2017**

Appointment is posted in each school and provided to the news media for publication.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

**ITEM NUMBER:**        **S-3 New Business**

<b>Action Item</b>
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**Authorization to Enter into an Agreement with Artiano Shinoff for  
Professional Services**

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The law firm of Artiano Shinoff is currently representing the District in ongoing legal matters. In order to provide consistency in these cases, it is necessary to enter into the attached Agreement for Professional Services for the 2017-18 school year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be given to enter into the attached Agreement with Artiano Shinoff for Professional Services for the 2017-18 school year.

## ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Artiano Shinoff Abed Blumenfeld Carelli Kostic Sleeth & Wade, APC ("Artiano Shinoff" or "Attorneys"), agree to provide legal services to La Mesa-Spring Valley School District, ("District") on the terms set forth below:

**1. SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

**2. CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

**3. LEGAL FEES:** The District agrees to pay for legal services as follows:

- (a) Paralegal services at \$80.00 per hour;
- (b) Associate attorneys' time at \$190.00 per hour; and
- (c) Senior Counsel/Partner's time at \$200.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

**4. COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

**5. NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200 *et seq.*

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall be effective for the period of July 1, 2017 through June 30, 2018 and continuing unless terminated by either party.

LA MESA-SPRING VALLEY SCHOOL  
DISTRICT

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Marshall, Superintendent

ARTIANO SHINOFF ABED BLUMENFELD  
CARELLI KOSTIC SLEETH & WADE, APC

DATED: June 14, 2017

By: Daniel R. Shinoff  
Daniel R. Shinoff, Esq.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:**        **Brian Marshall**  
                                 **Superintendent**

**ITEM NUMBER:**        **S-4 New Business**

<b>Action Item</b>
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**Authorization to Enter into an Agreement with Dannis Wolliver Kelley  
for Professional Services**

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The law firm of Dannis Woliver Kelley is currently representing the District in ongoing legal matters. In order to provide consistency in these cases, it is necessary to enter into the attached Agreement for Professional Services for the 2017-18 school year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be given to enter into the attached Agreement with Dannis Woliver Kelley for Professional Services for the 2017-18 school year.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on May 15, 2017, by and between the La Mesa-Spring Valley Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2017, through and including June 30, 2018, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred ten dollars (\$310) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

**OTHER CHARGES.** District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

**BILLING STATEMENT.** Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**CONFLICT OF INTEREST.** Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

**TERMINATION OF CONTRACT.** District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.


IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

LA MESA-SPRING VALLEY UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Brian Marshall  
Superintendent

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Sarah L.W. Sutherland  
Attorney at Law

  
\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2017, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.



**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** David Feliciano  
Assistant Superintendent, Business Services

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

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Purchase orders, warrants, and revolving cash funds 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: 122 purchase orders have been processed, dated May 24, 2017 through June 6, 2017, totaling \$146,037.40.
- II. Warrants: 214 warrants have been issued, dated May 24, 2017 through June 6, 2017, totaling \$732,246.66.
- III. Revolving Cash Fund Reimbursements: Six (6) checks have been processed, totaling \$4,593.77.
- IV. Purchasing contracts utilized since the last Board meeting:
  - North County Educational Purchasing Consortium (NCEPC)

**ADMINISTRATIVE RECOMMENDATION**

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

**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>
RC1859	06/01/17	Sally Maxwell	Payroll	\$ 1997.36
RC1860	06/02/17	Nadine Fox	Payroll	\$ 260.00
RC1861	06/02/17	Cherie Mathews	Payroll	\$ 1897.72
RC1862	06/06/17	Michael J. Moskus	Payroll	\$ 20.08
RC1863	06/07/17	Deborah Reid	Payroll	\$ 100.00
RC1864	06/07/17	Angie Anton	Payroll	\$ 318.61

**REVOLVING CASH FUND REIMBURSEMENTS  
A TOTAL OF (6) CHECKS PROCESSED TOTALING \$4,593.77**

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:**        **David Feliciano**  
                                 **Assistant Superintendent, Business Services**

**ITEM NUMBER:**        **B-2b New Business (Consent Calendar)**  
                                 **Approval of Institutional Memberships**

<b>Action Item</b>
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Institutional memberships, in various organizations of special interest, provide the District with valuable program, technical, and political resources. Each year the list of organizations is reviewed for possible additions or deletions. Following is the proposed list of District institutional memberships for 2017-18:

<u>NAME OF ORGANIZATION</u>	<u>ESTIMATED FEE</u>
Association of California School Administrators (ACSA)	\$1,780
California Association of School Business Officials (CASBO)	\$3,000
California School Boards Association (CSBA)	\$15,151
California School Boards Association (CSBA) (GAMUT On-Line)	\$3,405
California School Boards Association (CSBA) (Manual Maintenance)	\$3,765
California's Coalition for Adequate School Housing (CASH)	\$724
Industrial Storm Water Joint Powers Authority Group	\$3,496
La Mesa Chamber of Commerce	\$250
Municipal Storm Water Management Group	\$3,065
North County Educational Purchasing Consortium	\$400
San Diego County School Boards Association	\$242

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board authorize these institutional memberships for the 2017-18 school year.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** David Feliciano  
Assistant Superintendent, Business Services

**ITEM NUMBER:** B-2c New Business (Consent Calendar) **Action Item**  
Award of Bid for Districtwide Concrete and Asphalt Projects, Bid #FB  
16/17-008

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On May 31, 2017 at 2:00 p.m., the District opened bids for concrete and asphalt projects throughout the District as needed. Bids were advertised by the Purchasing Department in accordance with the law. Five bids were received. RGC General Engineering Inc. was the responsible bidder submitting the lowest responsive unit cost bid. The actual contract value is based on the actual necessary work issued from July 1, 2017 through June 30, 2018.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board award the bid to RGC General Engineering Inc. for Districtwide concrete and asphalt projects.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** David Feliciano  
Assistant Superintendent, Business Services

**ITEM NUMBER:** B-2d New Business (Consent Calendar) **Action Item**  
Authorization to Enter into Agreements with St. Martin of Tours Academy and Trinity Christian School to Provide Nutritious Lunches

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For several years, the District has been providing nutritious lunches to St. Martin of Tours Academy and Trinity Christian School.

To cover all labor and food costs, St. Martin of Tours Academy will be charged \$3.50 per meal and Trinity Christian School will be charged \$3.00 per meal. The price differential is the result of no labor being provided at Trinity Christian School. All items delivered will be similar to the items currently being served to the District's students. A hot lunch service will include one hot entrée, fresh fruit and vegetables, and a choice of 1% white or nonfat chocolate milk. The daily student lunch participation for the 2016-17 school year was 55-70 lunches at St. Martin of Tours Academy and 55 lunches at Trinity Christian School.

Approval of the attached agreements would generate a positive income to the Cafeteria Fund for the 2017-18 school year, with additional income being received from federal and state reimbursements.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be given to enter into the attached agreements with St. Martin of Tours Academy and Trinity Christian School.

**FOOD SERVICE AGREEMENT BETWEEN  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
AND ST MARTIN OF TOURS ACADEMY**

THIS AGREEMENT is entered into as of the 1<sup>st</sup> day of July 2017 by and between the La Mesa-Spring Valley School District, hereinafter referred to as **DISTRICT**, having its principal place of business at 3838 Conrad Drive, Spring Valley, California and the St. Martin of Tours Academy located at 7710 El Cajon Blvd, La Mesa, California, hereinafter referred to as St. Martin of Tours Academy (together, "Parties").

WHEREAS, ST MARTIN OF TOURS ACADEMY has a present need for the daily delivery of lunches to children enrolled, and

WHEREAS, the DISTRICT has the capability and is willing to provide the requested food services upon its terms and conditions hereinafter set forth, and

WHEREAS, the DISTRICT and ST MARTIN OF TOURS ACADEMY desire to enter into an Agreement, whereby the DISTRICT will act on behalf of ST MARTIN OF TOURS ACADEMY with respect to the furnishing of lunches, and

NOW, THEREFORE, on the basis of respective representations and warranties herein set forth, and of the covenants and agreements herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. THE DISTRICT SHALL:**

- a. Provide nutritious lunches daily for children enrolled in ST MARTIN OF TOURS ACADEMY.
- b. Warrant that the quality of lunches shall be at all times wholesome and appetizing, and the lunches are delivered and served at the proper temperature.
- c. Maintain a high standard of hygiene and sanitation during production and ensure that the temperature and quality of meals delivered are in accordance with current state and federal guidelines.
- d. Pick up transport carriers from the previous day's delivery at the time of the current day's delivery.
- e. Plan menu and provide ST MARTIN OF TOURS ACADEMY adequate copies one week prior to the beginning of the month in which the lunches are to be served.
- f. Present ST MARTIN OF TOURS ACADEMY with an itemized invoice on the tenth (10<sup>th</sup>) of each month for the previous month's deliveries. ST MARTIN OF TOURS ACADEMY shall pay the District within (30) days of the invoice date for meals served.

<u>Meal</u>	<u>Student Price</u>
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Lunch	\$3.50
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Milk	\$.50
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Extra milk and other dairy products will be billed at the current price being charged by the dairy.

**FOOD SERVICE AGREEMENT BETWEEN  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
AND ST MARTIN OF TOURS ACADEMY**

- g. Maintain all necessary records on the nutritional components of lunches and the number of lunches provided to ST MARTIN OF TOURS ACADEMY. Make these records available for inspection by appropriate authorities upon request.
- h. Provide ST MARTIN OF TOURS ACADEMY meals that are high in nutrients, low in fat, sugar, and sodium.
- i. Provide personnel (students and/or adult volunteers) to assist the assigned food service employee daily during the set-up, serving, and clean-up after meals.

**There will be no lunch served on District school holidays as listed in the District adopted calendar for the school year. A copy of the calendar will be made available upon request.**

**2. ST MARTIN OF TOURS ACADEMY SHALL:**

- a. Request by telephone no later than 8:00 a.m. each day counts for lunch meals to be delivered to ST MARTIN OF TOURS ACADEMY daily.

**3. Terms.**

This Agreement shall be effective from the 1<sup>st</sup> day of July 2017 and shall remain in effect through the 30<sup>th</sup> of June 2018.

**4. Termination.**

This Agreement may be canceled by either party upon giving thirty (30) days written notice to the other party.

**5. Rights of the Parties upon Breach.**

The failure of either party to carry out any of the terms or conditions of the Agreement shall constitute a default. Should a default occur and the defaulting party fails to remedy such default within fifteen (15) days of written notice thereof, the other party may thereupon cancel this Agreement.

**6. Resolution Process.**

In the event of a dispute between the parties as to performance of the services, interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith.

The DISTRICT and ST MARTIN OF TOURS ACADEMY will work in a collaborative nature and with open communication in an effort to solve program challenges. Shall the need arise, both parties shall work toward identifying the challenges and developing possible solutions, which might include expanding the scope of the program needs. All parties concerned shall work toward fair agreements that are deemed best for the program, and bring about fair and honest resolution to program challenges.

**FOOD SERVICE AGREEMENT BETWEEN  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
AND ST MARTIN OF TOURS ACADEMY**

**7. Waiver.**

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**8. Modification.**

This Agreement may be modified throughout its life by a written amendment executed by both parties. No termination hereof or modification or waiver of any of the provisions hereby contained, or any future representation, promise or condition, in connection with the subject hereof shall be binding upon either party unless made in writing and signed on its behalf by one of its officers.

**9. Renewal.**

This Agreement may be renewed on an annual basis upon mutual agreement between the DISTRICT and ST MARTIN OF TOURS ACADEMY. The renewal may include adjustments in meal rates to reflect increased or decreased costs incurred during the lifetime of the Agreement.

**10. Indemnification.**

To the furthest extent permitted by California law, ST MARTIN OF TOURS ACADEMY shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ( the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of ST MARTIN OF TOURS ACADEMY. ST MARTIN OF TOURS ACADEMY shall, to the furthest extent permitted by California law, defend the Indemnified Parties at ST MARTIN OF TOURS ACADEMY own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of ST MARTIN OF TOURS ACADEMY. The DISTRICT shall have the right to accept or reject any legal representation that ST MARTIN OF TOURS ACADEMY proposes to defend the indemnified parties.

**11. Force Majeure.**

In the event that DISTRICT is unable to perform its obligation hereunder by reason of strikes, accidents, acts of God, weather conditions, restrictions imposed by any governmental agency, or other delay beyond its control, it shall be relieved from such obligation only until such disability has been removed. However, DISTRICT shall exercise its best efforts to perform its obligations in the event of such disability.

**12. Compliance with Laws.**

DISTRICT shall observe and comply with all laws and regulations applicable to the National School Lunch Program.

**13. California Law.**

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.



**FOOD SERVICE AGREEMENT BETWEEN  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
AND ST MARTIN OF TOURS ACADEMY**

**14. Attorney's Fees/Costs.**

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

**15. Calculation of Time.**

For the purpose of this Agreement, "days" refers to calendar days unless otherwise specified.

**16. Severability.**

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**17. No Rights in Third Parties.**

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

**18. Authority to Bind Parties.**

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

**19. Integration/Entire Agreement of Parties.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**20. Signature Authority.**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**La Mesa-Spring Valley School District**

**St. Martin of Tours Academy**

By: \_\_\_\_\_  
David Feliciano  
Assistant Superintendent, Business Services

By: \_\_\_\_\_  
Antoinette Dimuzio  
Principal, St. Martin of Tours Academy

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**FOOD SERVICE AGREEMENT BETWEEN  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
AND TRINITY CHRISTIAN SCHOOL**

THIS AGREEMENT is entered into as of the 1<sup>st</sup> day of July 2017 by and between the La Mesa-Spring Valley School District, hereinafter referred to as **DISTRICT**, having its principal place of business at 3838 Conrad Drive, Spring Valley, California and the Trinity Christian School located at 3902 Kenwood Drive, Spring Valley, California, hereinafter referred to as TRINITY (together, "Parties").

WHEREAS, TRINITY has a present need for the daily delivery of lunches to children enrolled, and

WHEREAS, the DISTRICT has the capability and is willing to provide the requested food services upon its terms and conditions hereinafter set forth, and

WHEREAS, the DISTRICT and TRINITY desire to enter into an Agreement, whereby the DISTRICT will act on behalf of TRINITY with respect to the furnishing of lunches, and

NOW, THEREFORE, on the basis of respective representations and warranties herein set forth, and of the covenants and agreements herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. THE DISTRICT SHALL:**

- a. Provide nutritious lunches daily for children enrolled in TRINITY.
- b. Warrant that the quality of lunches shall be at all times wholesome and appetizing, and the lunches are delivered and served at the proper temperature.
- c. Maintain a high standard of hygiene and sanitation during production and ensure that the temperature and quality of meals delivered are in accordance with current state and federal guidelines.
- d. Pick up transport carriers from the previous day's delivery at the time of the current day's delivery.
- e. Plan menu and provide TRINITY adequate copies one week prior to the beginning of the month in which the lunches are to be served.
- f. Present TRINITY with an itemized invoice on the tenth (10<sup>th</sup>) of each month for the previous month's deliveries. TRINITY shall pay the District within (30) days of the invoice date for meals served.

<u>Meal</u>	<u>Student Price</u>
Lunch	\$3.00
Milk	\$.50
Extra milk and other dairy products will be billed at the current price being charged by the dairy.	

**FOOD SERVICE AGREEMENT BETWEEN  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
AND TRINITY CHRISTIAN SCHOOL**

- g. Maintain all necessary records on the nutritional components of lunches and the number of lunches provided to TRINITY. Make these records available for inspection by appropriate authorities upon request.
- h. Provide TRINITY meals that are high in nutrients, low in fat, sugar, and sodium.

**There will be no lunch served on District school holidays as listed in the District adopted calendar for the school year. A copy of the calendar will be made available upon request.**

**2. TRINITY SHALL:**

- a. Request by telephone no later than 8:00 a.m. each day counts for lunch meals to be delivered to TRINITY daily.

**3. Terms.**

This Agreement shall be effective from the 1<sup>st</sup> day of July 2017 and shall remain in effect through the 30<sup>th</sup> of June 2018.

**4. Termination.**

This Agreement may be canceled by either party upon giving thirty (30) days written notice to the other party.

**5. Rights of the Parties upon Breach.**

The failure of either party to carry out any of the terms or conditions of the Agreement shall constitute a default. Should a default occur and the defaulting party fails to remedy such default within fifteen (15) days of written notice thereof, the other party may thereupon cancel this Agreement.

**6. Resolution Process.**

In the event of a dispute between the parties as to performance of the services, interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith.

The DISTRICT and TRINITY will work in a collaborative nature and with open communication in an effort to solve program challenges. Shall the need arise, both parties shall work toward identifying the challenges and developing possible solutions, which might include expanding the scope of the program needs. All parties concerned shall work toward fair agreements that are deemed best for the program, and bring about fair and honest resolution to program challenges.

**7. Waiver.**

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**FOOD SERVICE AGREEMENT BETWEEN  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
AND TRINITY CHRISTIAN SCHOOL**

**8. Modification.**

This Agreement may be modified throughout its life by a written amendment executed by both parties. No termination hereof or modification or waiver of any of the provisions hereby contained, or any future representation, promise or condition, in connection with the subject hereof shall be binding upon either party unless made in writing and signed on its behalf by one of its officers.

**9. Renewal.**

This Agreement may be renewed on an annual basis upon mutual agreement between the DISTRICT and TRINITY. The renewal may include adjustments in meal rates to reflect increased or decreased costs incurred during the lifetime of the Agreement.

**10. Indemnification.**

To the furthest extent permitted by California law, TRINITY shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ( the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of TRINITY. TRINITY shall, to the furthest extent permitted by California law, defend the Indemnified Parties at TRINITY own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of TRINITY. The DISTRICT shall have the right to accept or reject any legal representation that TRINITY proposes to defend the indemnified parties.

**11. Force Majeure.**

In the event that DISTRICT is unable to perform its obligation hereunder by reason of strikes, accidents, acts of God, weather conditions, restrictions imposed by any governmental agency, or other delay beyond its control, it shall be relieved from such obligation only until such disability has been removed. However, DISTRICT shall exercise its best efforts to perform its obligations in the event of such disability.

**12. Compliance with Laws.**

DISTRICT shall observe and comply with all laws and regulations applicable to the National School Lunch Program.

**13. California Law.**

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

**14. Attorney's Fees/Costs.**

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

**15. Calculation of Time.**

For the purpose of this Agreement, "days" refers to calendar days unless otherwise specified.

**FOOD SERVICE AGREEMENT BETWEEN  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
AND TRINITY CHRISTIAN SCHOOL**

**16. Severability.**

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**17. No Rights in Third Parties.**

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

**18. Authority to Bind Parties.**

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

**19. Integration/Entire Agreement of Parties.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**20. Signature Authority.**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**La Mesa-Spring Valley School District**

**Trinity Christian School**

By: \_\_\_\_\_  
David Feliciano  
Assistant Superintendent, Business Services

By: \_\_\_\_\_  
Rhonda Rudolph  
School Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:**        **David Feliciano**  
                                 **Assistant Superintendent, Business Services**

**ITEM NUMBER:**        **B-2e New Business (Consent Calendar)**        **Action Item**  
                                 **Authorization to Submit the Consolidated Application for the 2017-18**  
                                 **School Year to the California Department of Education**

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The purpose of the Consolidated Application is to combine a majority of the categorically-funded programs currently implemented in the District into one document.

The programs included in the Consolidated Application for funding for the 2017-18 school year are:

Title I, Part A: Helping Disadvantaged Children

Title II, Part A: Improving Teacher Quality

Title III, Limited English Proficiency (LEP)

Title III, Immigrant Education

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board authorize the District to submit the Consolidated Application for the 2017-18 school year to the California Department of Education.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** David Feliciano  
Assistant Superintendent, Business Services

**ITEM NUMBER:** B-3 New Business

<b>Action Item</b>
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**Resolution 16-17-25, of La Mesa-Spring Valley School District Authorizing the Borrowing of Funds for Fiscal Year 2017-18, the Issuance and Sale of One or More Series of 2017 Tax and Revenue Anticipation Notes Therefore in an Amount Not to Exceed \$15,000,000, 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**

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**ROLL CALL VOTE**

Although cash deferrals have been eliminated, significant funding apportionments will not be received until mid-December. The District will need to utilize Tax and Revenue Anticipation Notes (TRANs) to meet cash flow obligations in the first half of the year.

TRANs are 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 2017-18 San Diego County TRANs program were sent electronically to the Board for review:

- Authorizing Resolution
- Official Statement and Appendix A to the Preliminary Official Statement
- Trust Agreement
- Purchase Agreement

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 16-17-25, authorizing the borrowing of funds for fiscal year 2017-18, the issuance and sale of one or more series of 2017 tax and revenue anticipation notes in an amount not to exceed \$15,000,000, 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. 16-17-25**

RESOLUTION OF LA MESA-SPRING VALLEY SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2017-2018 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2017 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$15,000,000 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, 2018 (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 2017 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") appointed in Section 21 hereof, together with the underwriter and such co-underwriters, if any, identified in the Purchase Agreement hereinafter defined (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") as may be distinguished, 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**, 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, in substantially the form presented to the Board;

**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 the fees of the Trustee and the costs of issuing the applicable Series of Note Participations;

**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 "Tax and Revenue Anticipation Note Program Note Participations, Series 2017," 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 not fully paid at maturity, the unpaid portion thereof 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. 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 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 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 form of Trust Agreement presented to this meeting or otherwise to the Board, is hereby approved, and the President or Chairperson of the Board of the District, the

Superintendent or the Chief Business Official 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, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement. 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. 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. 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 shall be deemed outstanding and shall not be deemed to be paid until 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.

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, 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 and Owners 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. 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.

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. 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, 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 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 by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee 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 and (ii) the maturity date of any such Parity Note shall be later than the outstanding 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 and the Trust Agreement 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 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 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) and the Trustee, 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 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 or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution 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) 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 2015-2016 or Fiscal Year 2016-2017 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 2015-2016 or Fiscal Year 2016-2017 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.

(P) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2016-2017 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2017-2018 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(Q) 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 2017, 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, and (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, unless the Trustee 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.

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 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 irreparable.

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 Hawkins Delafield & Wood 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. 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.

Section 22. Resolution Parameters.

- (a) Name of District: La Mesa-Spring Valley School District
- (b) Maximum Amount of Borrowing: \$15,000,000
- (c) Authorized District Representatives:
  - (1) **Superintendent**
  - (2) **Assistant Superintendent of Business**
  - (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.

**EXHIBIT A**

**FORM OF NOTES**

**LA MESA-SPRING VALLEY SCHOOL DISTRICT**

**COUNTY OF SAN DIEGO, CALIFORNIA**

**2017 TAX AND REVENUE ANTICIPATION NOTE**

<u>Interest Rate</u> %	<u>Maturity Date</u> June 29, 2018	Date of <u>Original Issue</u> August __, 2017
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REGISTERED OWNER:

PRINCIPAL AMOUNT: \$

FOR VALUE RECEIVED, the above identified 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 Wilmington Trust, N.A., 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 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, 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, 2018 (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: \_\_\_\_\_  
County Officer

Countersigned

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

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 \_\_\_\_\_, 2017, 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: \_\_\_\_\_, 2017

\_\_\_\_\_  
Secretary of the Board

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** David Feliciano  
Assistant Superintendent, Business Services

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

<b>Action Item</b>
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**Resolution 16-17-26, 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**

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**ROLL CALL VOTE**

The California Constitution, Article XVI, Section 6, and Education Code section 42620 and 85220 provide that the Treasurer of the County shall have the power and it shall be his duty to make temporary transfers from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for operation purposes by any district whose funds are in his custody and are paid out solely through his office.

Due to the timing of planned expenditures and the projected apportionment of revenues, the District may need assistance to bridge any temporary periods of cash flow shortages in the 2017-18 fiscal year. In order to do so, the District would request a temporary transfer of funds (cash) from the County Treasurer at no cost.

In order to obtain the transfer, the District must adopt the attached Resolution and enter into the attached Temporary Transfer Agreement.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 16-17-26, to establish temporary transfer of funds from the San Diego County Treasurer and authorize the District to enter into the attached Temporary Transfer Agreement with the County of San Diego.

**RESOLUTION 16-17-26**  
**PROPERTY TAX REVENUE**

RESOLUTION OF GOVERNING BOARD OF LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REQUESTING TEMPORARY TRANSFER OF FUNDS

On motion of member \_\_\_\_\_, seconded by member \_\_\_\_\_ the following resolution is adopted:

WHEREAS, the California Constitution, Article XVI, Section 6 and Education Code section 42620 or 85220 provide that the Treasurer of the County of San Diego (Treasurer) shall have the power and it shall be his duty to make such temporary transfer from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any district whose funds are in his custody and are paid out solely through his office; such temporary transfer of funds shall be made only upon resolution adopted by the governing board of the County to make such temporary transfer; such temporary transfer of funds shall not exceed 85% of anticipated revenue accruing to the District, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the revenues accruing to such District before any other obligation of the District; and

WHEREAS, on June 20, 2017 the governing board will/has:

\_\_\_\_\_ Adopt(ed) a tentative budget (community college only)  
\_\_\_\_\_ Adopt(ed) a final budget (community college only)  
  X   Adopt(ed) an original budget (K-12 school district only)  
\_\_\_\_\_ Adopt(ed) a revised budget (community college or K-12 school district)

for this District for the fiscal year 2017-18 pursuant to the provisions of Education Code sections 42127 or 70901, and the revenue type(s) accruing to the District for said fiscal year are estimated to be as follows:

<u>Revenue Type(s)</u>	<u>Estimated Amount(s)</u>
<u>  X  </u> Property Taxes	\$ <u>29,813,748</u>
_____ Principal Apportionment(s)	\$ _____
_____ Education Protection Account	\$ _____
	\$ <u>29,813,748</u> Total

and

WHEREAS, the revenue type(s) and amount(s) accrued to this District during the 2016-17 fiscal year were as follows:

<u>Revenue Type(s)</u>	<u>Amount(s)</u>
<u>  X  </u> Property Taxes	\$ <u>29,813,748</u>
_____ Principal Apportionment(s)	\$ _____
_____ Education Protection Account	\$ _____
	\$ <u>29,813,748</u> Total

And WHEREAS, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this District; AND NOW THEREFORE IT IS RESOLVED AND ORDERED pursuant to the provisions of the California Constitution, Article XVI, Section 6, and Education Code section 42620 or 85220 as follows:

1. The Board of Supervisors of the County of San Diego is requested to direct the Treasurer to make a temporary transfer from the funds in his custody on or before the last Monday in April, 2018 to this District to meet obligations incurred for maintenance purposes in the amount of \$25,341,686 which does not exceed a total of 85% of remaining:

Revenue Type(s)

☒ Property Taxes  
☐ Principal Apportionment(s)  
☐ Education Protection Account

accruing to the District by June 30, 2018, as certified by the District Superintendent and verified by the County Auditor and Controller.

2. Funds will be transferred to this District by the Treasurer in sums as requested by the District Superintendent and certified by him/her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the District not to exceed the maximum amount herein specified, provided the Treasurer determines that funds in his custody are available for such transfers.
3. Repayment of the funds is anticipated to be made from the:

Revenue Type(s)

☒ Property Taxes  
☐ Principal Apportionment(s)  
☐ Education Protection Account

accruing to the District, however the District recognizes that the source of repayment may be from other revenues accruing to the District before any other obligation. Interest on any transferred funds will accrue and be payable by the District, at the greater of the same interest rate the County of San Diego Investment Pool is earning or a proxy TRAN cost as determined by the market until the entire amount transferred is repaid. Each month, the appropriate interest rate to be used will be identified, and the resulting calculated interest will be charged.

4. The Clerk/Secretary of this Board is directed to file a copy of this resolution with the Board of Supervisors, the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.
5. Authorize the District Superintendent or designee to sign a Temporary Transfer Agreement consistent with the terms of this Resolution.

PASSED AND ADOPTED by the Governing Board of the La Mesa-Spring Valley School District, County of San Diego, State of California, this 20th day of June, 2017 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

I, \_\_\_\_\_, Clerk/Secretary of the Governing Board of the La Mesa-Spring Valley School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

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Date

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Clerk/Secretary of the Governing Board

## TEMPORARY TRANSFER AGREEMENT PROPERTY TAXES

This Temporary Transfer Agreement (Agreement) is made and effective this 20<sup>TH</sup> day of June, 2017, by and between the County of San Diego, California (County) and La Mesa-Spring Valley School (District).

### RECITALS

WHEREAS, by **Resolution No. 16-17-26** of its Board of Trustees (attached as Exhibit A), the District has requested the Board of Supervisors to make a temporary transfer (Transfer) of monies to meet its current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer (Treasurer) shall have the power and the duty to authorize temporary transfers of monies upon the resolution of the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, the Board of Supervisors by Administrative Ordinance Section 119.1 et seq. (Ordinance) has authorized and directed the Auditor and Controller and the County Treasurer-Tax Collector to make the Transfer to the District in accordance with the terms of the Ordinance; and

WHEREAS, this Agreement represents the agreement of the County and the District with respect to the Treasurer's authorization of the Transfer and its repayment by the District.

### AGREEMENT

Section 1. **Transfer; Timing.** Upon receipt of the District's written request, the Treasurer will authorize such Transfer and the Auditor and Controller will transfer to the District, subject to review and approval, the amount requested within 30 days from the District's Transfer request, provided however, that in no event shall the total amount of all Transfers made in accordance with this Agreement exceed 85% of the remaining revenue type(s), shown below, accruing to the District through June 30, 2018, prorated as of the date of the written request.

#### Revenue Types(s)

___X___	Property Taxes
_____	Principal Apportionment(s)
_____	Education Protection Account

The written request must contain the amount requested and documentation must be provided demonstrating that the amount requested is necessary to meet current maintenance expenses. Where indicated in the table below, such documentation shall include detailed cash flows for the applicable period that support maintenance expenses and anticipated revenues. Required supporting documentation by revenue type is also presented in the table below.

Documentation		
Revenue Type	Description of Documentation Needed	Found in Exhibit
Property Taxes	Not Needed. The necessary documents are compiled by the County of San Diego.	Not Applicable
Principal Apportionment(s)	Cash Flows	Not Applicable
	Verifiable State documents supporting State allocation(s) including deferred allocation(s).	Not Applicable
Education Protection Account	Cash Flows	Not Applicable
	Verifiable State documents supporting State allocation(s).	Not Applicable

The amount requested must be reviewed and approved by the County Auditor and Controller. An authorized Transfer may be made to the District in one or more installments.

No Transfer shall be made after April 30, 2018.

The Transfer will be made from and limited to the County of San Diego Investment Pool (Pool).

Section 2. **Deposit of Transfer.** Any Transfer made by the Treasurer to the District shall be deposited in the District's General Fund (Fund) for the purpose of lending funds to the District to meet its maintenance obligations.

Section 3. **Repayment; Interest.** Repayment of the funds is anticipated to be made from the revenue type(s) identified in Section 1, accruing to the District. However the District recognizes that the source of repayment may be from other revenues accruing to the District before any other obligation. Interest on any transferred funds will accrue and be payable by the District, at the greater of the same interest rate the Pool is earning or a proxy TRAN cost as determined by the market until the entire amount transferred is repaid. Each month, the appropriate interest rate to be used will be identified, and the resulting calculated interest will be charged.

Upon receipt and deposit, the District agrees that the County may immediately transfer the cash from said revenues to the Pool's Fund for the purpose of repaying the "temporary transfer of funds" obligations.

Section 4. **District Covenant.** The District represents and covenants with the County that the District's anticipated revenue for fiscal year 2017-2018, as documented in the attached exhibit referred to in Section 1, represents the District's best estimate of the remaining revenues. The County Auditor and Controller shall review and approve the District's anticipated revenue calculations included in these documents.

Section 5. **Notices.** Any and all notices between the County and the District provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly given when personally delivered to one of the parties or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party at the following address:



If to the County:

Rob Castetter, Chief Deputy Treasurer County of San Diego Treasurer-Tax Collector 1600 Pacific Highway, Room 101 San Diego, California 92101 619-531-5697 <a href="mailto:Rob.Castetter@sdcounty.ca.gov">Rob.Castetter@sdcounty.ca.gov</a>	Brian Ruehle, Deputy Controller County of San Diego Auditor and Controller Department 5530 Overland Avenue, Suite 410 San Diego, California 92123 858-691-2199 <a href="mailto:Brian.Ruehle@sdcounty.ca.gov">Brian.Ruehle@sdcounty.ca.gov</a>
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If to the District:

Robyn Adams, Director, Fiscal Services  
La Mesa-Spring Valley School District  
4750 Date Avenue  
La Mesa, CA 91942  
619-668-5700, Ext. 6430  
[Robyn.adams@lmsvschools.org](mailto:Robyn.adams@lmsvschools.org)

Section 6. **Governing Law, Venue and Entire Agreement.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in San Diego, California.

This Agreement constitutes the entire agreement between the County and the District with respect to the Transfer and supersedes any previous agreement(s), negotiations, proposals or understanding, whether written or oral concerning such matter, unless expressly included in this Agreement.

Section 7. **Amendment or Modifications.** No amendment, modification or other alternation of this Agreement shall be valid unless in writing and signed by the parties.

Section 8. **Severability.** In the event that any provision of this agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such invalidity shall in no way affect, impair, or invalidate any other provision contained herein if there is no substantive effect to the services to be rendered to the County by such judicial finding of invalidity.

Section 9. **Counterparts.** This Agreement may be executed in any number of counterparts, each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

County of San Diego, California

Date: \_\_\_\_\_

By: \_\_\_\_\_

Dan McAllister  
Treasurer-Tax Collector

APPROVED AS TO FORM AND LEGALITY  
Thomas E. Montgomery, County Counsel

By: \_\_\_\_\_  
Rachel H. Witt, Senior Deputy

La Mesa-Spring Valley School District

Date: \_\_\_\_\_

By: \_\_\_\_\_

David Feliciano  
Assistant Superintendent, Business Services

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:**        **David Feliciano**  
                                 **Assistant Superintendent, Business Services**

**ITEM NUMBER:**        **B-5 New Business** **Action Item**  
                                 **Rejection of Claim – Student Injury at Casa de Oro Elementary School**

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The District received a claim from a parent alleging that her child was injured in the school's corridor. The Joint Powers Authority (JPA) recommended the claim be rejected due to dispute of legal liability.

**ADMINISTRATIVE RECOMMENDATION**

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

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:**           **Guido Magliato**  
                                    **Assistant Superintendent, Learning Support**

**ITEM NUMBER:**       **LS-2 New Business** **Action Item**  
                                    **Acceptance of Gifts – Bancroft, Lemon Avenue and Murdock Elementary**  
                                    **Schools**

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Daniel Nguyen and Neha Chhabra would like to donate \$1,725.00 to Bancroft Elementary School for student support.

The La Mesa Community Welfare Association, Inc. Board of Directors is donating \$5,000.00 to be used toward the purchase of shade structures at Lemon Avenue and support of the Lemon Avenue garden project.

Klinedinst Attorneys would like to donate 22 Dell computer towers and 31 Dell Flat Panel 19” Monitors with all cabling, keyboards and mice, valued at \$2,495.00, to Murdock Elementary School to be used for student support.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** Guido Magliato  
Assistant Superintendent, Learning Support

**ITEM NUMBER:** LS-3 New Business  
**Resolutions 16-17-23 and 16-17-24, Agreements with the California  
Department of Education to Provide Services in Accordance with the  
Child Care and Development Programs**

<b>Action Item</b>
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**ROLL CALL VOTE**

The California Department of Education's Child Care and Development Programs have been in existence since 1996. Their purpose is to improve the quality and availability of child development programs statewide. Funds from these programs contribute to the funding of the State Preschool programs offered to students of the District.

Attached are two Local Agreements for Child Development Services with California Department of Education effective July 1, 2017 through June 30, 2018.

California State Preschool Program	\$705,906.00
Prekindergarten and Family Literacy Program	\$2,500.00

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached resolutions and approve the attached agreements 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. 17 - 18**

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**DATE:** July 01, 2017

**CONTRACT NUMBER:** CPKS-7079

**PROGRAM TYPE:** PREKINDERGARTEN AND  
FAMILY LITERACY PROG

**PROJECT NUMBER:** 37-6819-00-7

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

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the GENERAL TERMS AND CONDITIONS (GTC 04/2017)\*; the PROGRAM REQUIREMENTS FOR THE PREKINDERGARTEN AND FAMILY LITERACY PROGRAM\*; and the FUNDING TERMS AND CONDITIONS (FT&C)\*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. The total amount payable pursuant to this Agreement shall not exceed \$2,500.00.

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://cde.ca.gov/fg/aa/cd/ftc2017.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING Brian Marshall, Superintendent			
TITLE CONTRACT MANAGER		ADDRESS 4750 Date Ave., La Mesa, CA 91942			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,500	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6819				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,500	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

## RESOLUTION

16-17-23

This resolution is 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 2017-18.

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## RESOLUTION

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

authorizes entering into local agreement number CPKS-7079 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>
Brian Marshall	Superintendent	_____
Guido Magliatio	Assistant Superintendent	_____
_____	_____	_____

PASSED AND ADOPTED THIS 20th day of June 2017, by the  
Governing Board of La Mesa-Spring Valley School District  
of San Diego County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of  
La Mesa-Spring Valley School District, of San Diego County, in the  
State of 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)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 17 - 18****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2017**CONTRACT NUMBER:** CSPP-7453**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM**PROJECT NUMBER:** 37-6819-00-7**CONTRACTOR'S NAME:** LA MESA-SPRING VALLEY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)\*; the STATE PRESCHOOL PROGRAM REQUIREMENTS\*; and the FUNDING TERMS AND CONDITIONS (FT&C)\*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$705,906.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 17,451.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING Brian Marshall, Superintendent			
TITLE CONTRACT MANAGER		ADDRESS 4750 Date Ave., La Mesa, CA 91942			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 705,906	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6819		Department of General Services use only		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 705,906	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A		STATUTE 2017	FISCAL YEAR 2017-2018
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
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		DATE			



## RESOLUTION

16-17-24

This resolution is 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 2017-18.

## RESOLUTION

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

authorizes entering into local agreement number CSPP-7453 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>Guido Magliato</u>	<u>Assistant Superintendent</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 20th day of June 2017, by the  
Governing Board of La Mesa-Spring Valley School District  
of San Diego County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of  
La Mesa-Spring Valley School District, of San Diego County, in the  
State of 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 Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** Guido Magliato  
Assistant Superintendent, Learning Support

**ITEM NUMBER:** LS-4 New Business  
**Authorization to Enter Into a Contract with San Diego Office of  
Education for the First 5 San Diego Quality Preschool Initiative**

<b>Action Item</b>
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The First 5 San Diego Quality Preschool Initiative (QPI) supports the First 5 Commission of San Diego Strategic Plan's core strategies to provide: quality enhancement of preschool classrooms; early identification and treatment of developmental delays and social emotional issues; parent and caregiver education to promote positive practices, and promotes healthy lifestyle behaviors for young children and their families that reduce childhood obesity (Live Well San Diego).

The Quality Preschool Initiative supports a comprehensive quality rating and improvement system (QRIS) that encourages program assessment, goal setting, and monitoring of progress that could lead to improved quality early learning programs. Early Quality Systems, Inc. (EQS) is under contract with the San Diego County Office of Education to provide a web-based data collection and program management system (Pinwheel) for use by designated Preschool Agencies, SDCOE staff and selected sub-contractors. The Privacy Policy explains San Diego County Office of Education's privacy policy with respect to the personally-identifiable data collected through the Pinwheel Site. The Quality Preschool Initiative expands support for the delivery of quality preschool services throughout San Diego County communities that have state or federal subsidized preschool programs.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the enclosed contract with San Diego County Office of Education for the First 5 San Diego Quality Preschool Initiative.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** Guido Magliato  
Assistant Superintendent, Learning Support

**ITEM NUMBER:** LS-5 New Business **Action Item**  
**Authorization to Enter into an Agreement with Grossmont Union High School District, Grossmont Adult School, to Conduct Adult Education Classes**

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Proposition 227, approved by California voters in June 1998, provides for the distribution of funds to districts wishing to develop Community-Based English Tutoring (CBET) Programs to provide free or subsidized adult English language instruction to parents or other community members.

The attached Agreement with Grossmont Adult School supports the District's delivery of English instruction to parents and community members interested in learning English and willing to provide tutoring to students within the District. It is anticipated the program will be held at Avondale, Kempton, La Mesa Dale, and La Presa Elementary for the 2017-18 school year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the attached Agreement with Grossmont Union High School District, Grossmont Adult School, to conduct Adult Education classes.

**GROSSMONT ADULT SCHOOL AGREEMENT  
FOR CONDUCTING ADULT EDUCATION CLASSES  
ON OFFSITE LOCATIONS**

**PARTIES**

This agreement between the Grossmont High School (DISTRICT) and La Mesa-Spring Valley School District—Avondale Elementary, Kempton Elementary, La Mesa Dale Elementary, and La Presa Elementary (FACILITY) is made to facilitate the scheduling and conducting of Adult Education classes by the DISTRICT on the premises of the FACILITY.

**TERM**

Period of agreement from August 14, 2017 to June 14, 2018 (excluding school holidays) or until terminated by either FACILITY or DISTRICT. This is a mutual benefit agreement and there will be no exchange of funds.

**SCOPE OF WORK**

All programs and services provided by the DISTRICT are intended to augment and not replace any current or expanding programs being offered by the FACILITY. The DISTRICT will schedule and conduct such Adult Education classes on the premises of the FACILITY as mutually agreed by the DISTRICT and the FACILITY.

*The DISTRICT shall:*

- Assign credentialed Adult Education teachers to conduct scheduled Adult Education classes. Note: Instructors are not permitted to assume duties/responsibilities of facility staff.
- Develop a course of study outline, and submit for approval to the State of California and then retain a copy in the file.
- Provide professional and curriculum assistance in the planning and implementation of Adult Education programs at the FACILITY to supplement programs being conducted by the FACILITY.
- Be responsible for all record keeping and reporting in connection with Adult Education classes in the FACILITY.

*The FACILITY shall:*

- Designate a responsible member of its staff to serve as liaison between the FACILITY and the DISTRICT personnel.
- Provide suitable classroom space, (acoustics, lighting, and heating/cooling).
- Provide custodial services for clean-up of the classroom(s) prior to and after scheduled class meetings.

**INSURANCE**

Each party shall procure and maintain broad form commercial general liability insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) annual aggregate. Each party shall furnish the other, upon request, with a certificate of insurance naming the other as additional insured.

**HOLD HARMLESS AND INDEMNIFICATION**

Except with respect to any negligence, omissions or violation of law of Landlord, or Landlord's employees, agents or representatives, Tenant shall indemnify, defend and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises, building, common and parking areas or from the conduct of its permitted use or from any activity, work or thing which may be permitted or suffered by Tenant in or about the Premises, building, common and parking areas and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any

**GROSSMONT ADULT EDUCATION AGREEMENT  
FOR CONDUCTING ADULT EDUCATION CLASSES  
ON OFFSITE LOCATIONS**

**Page 2**

breach or default in the performance of any obligation on Tenant's part to be performed under this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any claim or any action or proceeding brought thereon, including the negotiations in connection therewith. Except with respect to any negligence, omission, or violation of law of Landlord, or Landlord's employees, agents or representatives, Tenant hereby assumes all risk of damage to property or injury to person(s) in or about the Premises, building, common and parking area from any cause, and Tenant hereby waives all claims in respect thereof against Landlord. The liability of Tenant to indemnify Landlord will not extend to any matter against which Landlord is protected by insurance; however, if any liability exceeds the amount of the collective insurance, the liability of Tenant will apply to the excess.

Except with respect to any negligence, omission or violation of law of Tenant or Tenant's employees, agents or representatives, Landlord shall protect and defend, indemnify and hold harmless Tenant from and against any and all claims arising from any activity, work, or thing done, permitted or suffered by Landlord in or about the Premises, made by any employees, licensee, invitee, contractor, agent or other person whose presence in, on, or about the Premises, building, common and parking areas or the building is attendant to the business of the Landlord, and shall further protect, defend, indemnify and hold harmless Tenant from and against any and all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of the Lease, or arising from any negligence of Landlord or employee, licensee, invitee, contractor, agent, or other person whose presence in, on, or about the Premises, building, common and parking areas or the building is attendant to the business of the Landlord, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Tenant by reason of any such claim, Landlord upon notice from Tenant shall defend Tenant at Landlord's expense by counsel chosen by Tenant and reasonably acceptable to Landlord's insurance company. Except with respect to any negligence, omission, or violation of law of Tenant, or Tenant's employees, agents or representatives, Landlord hereby assumes all risk of damage to property or injury to person(s) in or about the Premises, building, common and parking area from any cause, and Landlord hereby waives all claims in respect thereof against Tenant.

**NON-DISCRIMINATION**

In keeping with state and federal law, both parties (FACILITY and DISTRICT) prohibit unlawful discrimination in the provision of all programs and services offered at any and all sites, properties and sponsored activities. This includes, but is not limited to, discrimination based on race, color, gender, sexual orientation, marital status, age, national origin, religion, physical handicap, disability, medical condition or ancestry, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and both parties are committed to complying with all applicable laws.

**CONFIDENTIAL INFORMATION**

The DISTRICT agrees that any information received by the DISTRICT during the agreement period, which concerns the personal, financial, or other affairs of the FACILITY, will be treated by the DISTRICT in full confidence and will not be revealed to other persons, organizations, or agencies.

**CANCELLATION**

This agreement may be canceled or otherwise adjusted by either party. The DISTRICT may unilaterally cancel particular classes when they do not meet the requirements of the DISTRICT in regard to class size, attendance, or at any time the DISTRICT determines that it is in the best interest to do so. The DISTRICT assumes no responsibility or liability for acts of negligence or omissions of the FACILITY.

Revised 10/21/10

**GROSSMONT ADULT EDUCATION AGREEMENT  
FOR CONDUCTING ADULT EDUCATION CLASSES  
ON OFFSITE LOCATIONS**  
Page 3

**COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS**

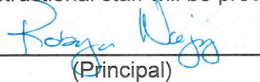
FACILITY hereby represents and warrants that to the best of their knowledge, based on appropriate ADA survey, the premises are presently in compliance with all ADA provisions regarding public access. Further, if the premises require any changes, additions, retrofitting, and modifications, to bring the premises to ADA compliance, FACILITY will assume the financial responsibility for these changes.

If DISTRICT is made a party defendant to any litigation concerning the FACILITY, including but not limited to ADA compliance, then the FACILITY shall indemnify DISTRICT against all liability by reason of such litigation including reasonable attorney's fees and expenses incurred by DISTRICT in any such litigation whether or not any such litigation is prosecuted to judgment.

**AUTHORIZED SIGNATURES**

Under this agreement Adult Education instructional staff will be provided by:

Grossmont Adult School

  
(Principal)

(619) 588-3512  
(Phone)

**FACILITY:**

La Mesa-Spring Valley School District  
4750 Date Avenue  
La Mesa, CA 91942

**DISTRICT:**

GROSSMONT UNION H. S. DISTRICT  
SAN DIEGO COUNTY, CALIFORNIA

Approved by the Governing Board on  
the 6th day of April, 2017.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

By: \_\_\_\_\_

Theresa Kemper  
Assistant. Superintendent  
Educational Services

**PREPARED BY: Guido Magliato**  
**Assistant Superintendent, Learning Support**

### Action Item

California Education Code 18100 requires the governing board of each school district to provide school library services for the pupils and teachers of the district by establishing and maintaining school libraries or by contractual arrangements with another public agency. State Board of Education regulations make it unlawful for a district that does not employ a certificated librarian to operate a school library. A district is in compliance if it contracts for library services with another public agency that does employ a certificated librarian. The District is requesting permission to renew our agreement with the San Diego County Office of Education (SDCOE) to have the SDCOE Schools Librarian serve as the La Mesa-Spring Valley School District credentialed “Librarian of Record.” The SDCOE Schools Librarian will provide La Mesa-Spring Valley with the SDCOE approved book lists for kindergarten through eighth grades for the 2017-18 school year. The fee for the Librarian of Record Services and the SDCOE approved book lists is \$4,301.15.

It is recommended authorization be granted to enter into the attached agreement with the San Diego County Superintendent of Schools.

**San Diego County Superintendent of Schools  
Agreement for Library Media Services Subscriptions**

The Governing Board of the La Mesa-Spring Valley School District, hereinafter called the "District", and the San Diego County Superintendent of Schools, hereinafter called the "County", agree as follows:

**COUNTY SERVICES**

1. The San Diego County Office of Education County Schools Librarian will serve as the district credentialed "librarian of record" as stipulated in the California Education Code, sections 18100-18103, 18176, and 44868. Various regulations of the State Board of Education make it unlawful for a district that does not employ a certificated librarian to operate a school library program. A district is in conformance if it contracts for library services with another public agency that does employ a certificated librarian.
  - a. County will provide San Diego County Board of Education approved book lists (grades K-8).

**DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES**

**(2016-17 student enrollment reported by Dataquest, CDE = 12,289**

For librarian of record services and Board of Education approved book lists the District will pay to the County the rate of \$0.35 per CDE reported student enrollment.  $12,289 \times \$0.35 = \$4,301.15$ . The transfer of funds to the County School Service Fund will take place in January of this fiscal year.

**PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES**

This agreement is in effect July 1, 2017 through June 30, 2018.

**RENEWAL TERMS**

District and County will review this contract annually

**COUNTY AND DISTRICT CONTACT INFORMATION**

**County Representatives**

Cindy Dunlevy  
Coordinator  
San Diego County Office of Education  
Library Media Services  
5304 Metro Street, Suite C  
San Diego, CA 92110  
619 718-3120  
[cidunlevy@sdcoe.net](mailto:cidunlevy@sdcoe.net)

Jonathan Hunt  
Lead Coordinator  
San Diego County Office of Education  
Library Media Services  
5304 Metro Street, Suite C  
San Diego, CA 92110  
619 718-4984  
[jonathan.hunt@sdcoe.net](mailto:jonathan.hunt@sdcoe.net)



**District Contact for Communication**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Location: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**HOLD HARMLESS**

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorneys fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

**GOVERNING LAW/VENUE SAN DIEGO**

In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

**FINAL APPROVAL**

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

**ENTIRE AGREEMENT**

This Agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

By \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Lora Duzyk  
Name

\_\_\_\_\_  
Assistant Superintendent, Business Services  
Title

\_\_\_\_\_  
Date

**LA MESA-SPRING VALLEY SCHOOL  
DISTRICT**

By \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Federal I.D. Number

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** Guido Magliato  
Assistant Superintendent, Learning Support

**ITEM NUMBER:** LS-7 New Business

**Action Item**

**Authorization to Enter Into a Memorandum of Understanding with San Diego Center for Children – East County Outpatient Counseling to Help At-Risk Students**

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The District has a current Memorandum of Understanding (MOU) with San Diego Center for Children to provide various support services to students and families. The attached MOU provides behavioral health services for at-risk students. San Diego Youth Services will coordinate services with District personnel to provide mental health services, including individual, family and group counseling for students exhibiting behavioral concerns at school. As the need for services continues to grow for students and their families, SDCC can provide these additional services at no cost to the District.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter the attached Memorandum of Understanding with San Diego Center for Children – East County Outpatient Counseling Program.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into and executed as of May 1, 2017, by and between San Diego Center for Children- East County Outpatient Counseling Program ("Provider"), and La Mesa Spring Valley School District ("District"), with respect to the following matters:

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

NOW, THEREFORE, the parties agree as follows:

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

For the Provider: Diana Landis, Director of Finance; or Designee: Cheryl Rode, Director of Clinical Operations

For the District: \_\_\_\_\_, or Designee: \_\_\_\_\_

\_\_\_\_\_, Board Member, or Designee: \_\_\_\_\_

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

4. Provider Responsibilities. Provider's responsibilities shall include the following:

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

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

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

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

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

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

**PROVIDER:** San Diego Center for Children

**DISTRICT:** La Mesa Spring Valley School District

Name/Title: Diana Landis

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: May 25, 2017

Date: \_\_\_\_\_

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** Guido Magliato  
Assistant Superintendent, Learning Support

**ITEM NUMBER:** LS-8 New Business  
Authorization to Enter Into a Memorandum of Understanding with  
Family Health Centers of San Diego

<b>Action Item</b>
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The Family Health Centers (FHC) of San Diego provide various support services to District students and their families. As a participating member of La Mesa-Spring Valley Healthy Start, FHC provides direct case management and mental health services. These case managers work with families in the home, and on campuses, to identify needs and strengths and provide supports and assistance to families to create supportive and safe home environments. They also provide activities for children and parents to build resiliency and strong, healthy relationships. These services are at no cost to the District.

The attached Memorandum of Understanding outlines the activities of Family Health Centers of San Diego which include assessment; identifying family strengths and providing support for child and adolescent development; feedback on family dynamics; networking opportunities with youth and families; activities to reinforce family unity and resiliency; and access to services reinforcing individual and family strengths.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the attached Memorandum of Understanding with Family Health Centers of San Diego

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into and executed as of July 1, 2017, by and between Family Health Centers of San Diego, Community Circle East ("Provider"), County of San Diego, Health and Human Services Agency, Children's Mental Health Services ("County"); and La Mesa Spring Valley School District ("District"), with respect to the following matters:

- A. The parties to this MOU desire to provide mental health services, including individual, family and group psychotherapy services, collateral services, medication support, Youth Partner/Parent Partner services, case management services, and 24/7 supportive services, under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) and Full Service Partnership (FSP) Funded Mental Health Services to Medi-Cal eligible children/youth.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the delivery of EPSDT/FSP services.
- C. This agreement shall be effective from July 1, 2017 through June 30, 2020. It is the intention of the parties to renew this agreement or negotiate subsequent agreements to continue to provide EPSDT/FSP services when the term of this contract expires.

NOW, THEREFORE, the parties agree as follows:

1. Program Description. The EPSDT/FSP Services shall be provided in accordance with the following:
  - a) PROVIDER shall provide services to children/youth who meet the eligibility criteria pursuant to Federal and State law governing EPSDT/FSP Services and the Provider's Contract with County for the provision of EPSDT/FSP services.
  - b) EPSDT Services may include individual, family and group psychotherapy services, collateral services, medication support, Youth Partner/Parent Partner services, case management services, and 24/7 supportive services as authorized by Federal and State law and approved by the Contract County holds with the provider.
2. Termination. This MOU may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days prior written notice from any party. Those authorized to receive notice for the parties are set forth below:

For the County: **Director, Health and Human Services Agency**

Or designee: \_\_\_\_\_

For the Provider: **Fran Butler- Cohen, CEO Family Health Centers of San Diego**

Or designee: \_\_\_\_\_

For the District: **Brian Marshall, Superintendent**

Or designee: \_\_\_\_\_

3. District Responsibilities. The District's responsibilities shall include the following:
- a) Designation of consistent location within each school or other mutually agreed upon locations to be used by EPSDT/FSP Services.
  - b) Dates and times to be agreed upon by the parties including year round service location when school is not in session.
  - c) Promotion of EPSDT/FSP services in the District schools and community.
  - d) Assist in identification and referral of eligible students to Provider for EPSDT/FSP services.
  - e) Designation of staff to act as a liaison with Provider and County Liaison to assist in the implementation of EPSDT/FSP services.
  - f) Facilitation and participation in cross-system training.
  - g) Facilitation of family member's access to family treatment on campus when indicated.
  - h) Notify the County when issues arise between the District and the Provider that cannot be resolved.
4. County Children's Mental Health Services Responsibilities. County's responsibilities shall include the following:
- a) County shall provide contract monitoring and oversight to Provider. This monitoring shall include fiscal monitoring, clinical monitoring, outcome evaluation, and quality assurance that program services adhere to the Mental Health Implementation Plan and California Code of Regulations Title IX. County shall provide billing and claiming to the State pursuant to County's contract with Provider.
  - b) County shall provide technical assistance and cross-system training to Provider and District. The subject matter and times and location of technical assistance and training shall be by mutual agreement of the parties.
  - c) County shall participate in discussion of potential sites, planning, selection and approval of school based sites.
  - d) County shall provide oversight in service delivery, service expansion and overall regional/system of care planning.
  - e) County shall designate staff to act as a liaison with Provider and District to assist with the implementation of EPSDT/FSP services.
  - f) The County liaison shall facilitate problem solving of issues arising between the District and Provider.



5. Provider Responsibilities. Provider's responsibilities shall include the following:

- a) Provider shall provide EPSDT/F S P services to eligible children/youth referred by the District by employing qualified staff, per state and federal regulations governing such, and as set forth in Provider's Contract with County.
  - b) Submission of monthly reports to the District specifying the number of students referred for services, the number of students served and the types of services the students and families received, and such additional information as agreed upon by the parties.
  - c) Designation of staff to keep in close communication with and meet with school site referral teams to facilitate appropriate referrals to provider and open communication between provider and school site staff.
  - d) An attachment to this MOU, with periodic updates, of the names of the providers serving students on any school campus certifying that each provider has passed a criminal clearance certification through the Justice Department. (See Criminal Clearance Certification Form)
  - e) Designation of staff to act as a liaison with District and County to assist in the implementation of EPSDT/FSP services.
  - f) Provider shall notify the County when issues that arise between the Provider and the District.
6. Confidentiality. The parties agree that all information and records obtained in the course of providing services pursuant to this agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328.

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

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

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

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

Provider: Family Health Centers of San Diego, Community Circle East

Name: Fran Butler- Cohen

Date: 4/18/17

Signature: 

Title: CEO, Family Health Centers of San Diego

District: La Mesa Spring Valley School District

Name: Brian Marshall

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Superintendent

County: San Diego

Name: Nick Macchione

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Director and Deputy Chief Administrative Officer

County: San Diego

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

**PREPARED BY:** Guido Magliato  
Assistant Superintendent, Learning Support

**ITEM NUMBER:** LS-9 New Business

**Action Item**

**Authorization to Enter Into Special Education Master Contracts for the  
2016-17 School Year**

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

For the 2016-17 school year, it will be necessary to contract with multiple nonpublic schools and nonpublic agencies:

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/17	\$1,604,808.20
Stein Education Center (1 Student)	Not-to-exceed \$2,400.00
Total encumbered cost for all nonpublic schools/agencies	\$1,607,208.20

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into this master contract for the 2016-17 school year.

**La Mesa-Spring Valley Schools  
GOVERNING BOARD AGENDA  
June 20, 2017**

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

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

<b>Action Item</b>
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The Human Resources recommendations which are attached for consideration at the June 20, 2017, Board of Education meeting are standard.

**ADMINISTRATIVE RECOMMENDATION**

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

1. Standard Human Resources Recommendations – June 20, 2017

**CERTIFICATED:**

Approval of Acceptance of Resignation:

Radenheimer, Virginia	Coordinator, Human Resources (retirement)	I-8	06/30/17
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Approval of Change of Placement on Certificated Salary Schedule:

Brock, June	From: V-12	To: VI-12	05/01/2017
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Approval of Employment of Certificated Personnel for the 2017 Special Education Extended School Year Summer School Program:

Faeldonea-Manivanh, Jill

Approval of Change of Employment Status (Probationary to Permanent):

Balough, Brittany  
Carpenter, Kelly  
Gilbert, Natalie  
Laninovich, Nicoll  
Reed, Robert  
Saltzman, Beth  
Shapiro, Brittany  
Spaun, Claire  
Tolar, Eleni  
Van Rossum, Amy

**CLASSIFIED:**

Approval of Termination of Employment – Merit System:

Gutierrez, Kika	Extended School Services Lead (resigning)	26-A	08/18/17
Ribley, Richard	Technology Support Technician (retiring)	72-H	07/31/17

Approval of Change of Classification:

Sibley, Nicole	From: Office Assistant II	34-C	07/01/17
	To: School Office Manager	56-B	
Weaver, Sharina	From: Child Nutrition Worker I	09-F	06/12/17
	To: Child Nutrition Worker III	19-F	

Approval of Employment:

Azo, Honda	Student Helper	\$11.00/hr	05/19/17
Baream, Kiya	Playground Attendant	\$10.50/hr	06/02/17
Dasilveira, Alicia	Student Helper	\$11.00/hr	05/23/17
Santiago, Christina	Playground Attendant	\$10.50/hr	05/23/17

Valdez, Elka	Playground Attendant	\$10.50/hr	05/30/17
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**Approval of Termination of Employment:**

Butcher, Cecilia	Playground Attendant (personal)	05/31/17
Chavez, Raeann	Playground Attendant (personal)	05/31/17
Cruz, Josue	Extended School Services Attendant (dismissed)	05/31/17
Dickerson-James, Miyah	Extended School Services Attendant (dismissed)	05/19/17
Jerome, Lauren	Student Helper (personal)	06/21/17
Moreno, Ilene	Playground Attendant (employment elsewhere)	05/31/17
Neri, Brianna	Extended School Services Attendant (further education)	06/21/17
Petrivelli, Rachel	Extended School Services Attendant (employment elsewhere)	06/19/17
Ramirez, Rosa	Extended School Services Attendant (employment elsewhere)	06/20/17
Rocha, Maryann	Playground Attendant	06/07/17
Rutter, Tyler	Extended School Services (personal)	06/09/17
Serdah, Fatima	Student Helper (further education)	06/21/17
Swerdloff, Mikayla	Playground Attendant (dismissed)	05/15/17
Tank, Surbhi	Playground Attendant (employment elsewhere)	05/31/17
Thompson, Tierra	Extended School Services Attendant (moving from area)	06/02/17
Timmons, Terese	Extended School Services Attendant (employment elsewhere)	06/02/17
Vasquez, Christina	Extended School Services Attendant (employment elsewhere)	06/08/17
Watson, Ruby	Playground Attendant (dismissed)	05/19/17
Wheeles, Jessica	Student Helper (dismissed)	06/21/17
Williams, Erica	Extended School Services Attendant (moving from area)	06/23/17

**LECTURER/PRESENTER:**

Organization/Name	Site/Department	NTE	Effective
Sky Hunter's	STEAM	\$300.	05/22/17
Eric Hall & Associates, LLC	Business Services	\$20,000.	07/01/17-06/30/18
SD County Library-Fletcher Hills Branch	Extended School Services	N/A	07/12/17-07/25/17
CSM Consulting, Inc.	Information Systems	\$35,000.	07/01/17-06/30/18
Piper Jaffray & Co	Business Services	\$3,000.	07/01/17-06/30/18

**SHORT-TERM EMPLOYMENT:**

Organization/Name	Site/Department	NTE	Effective
Elizabeth Valdez	MUR	\$13,000.	08/01/17-06/30/18

**MINUTES  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR MEETING: June 6, 2017**

The meeting was called to order at 6:15 p.m. at the Education Service Center by the President, Dr. Turner

**CALL TO ORDER**

Board members present: Chong, Long, Turner, Winet

**ESTABLISHMENT OF  
QUORUM**

Board member Duff joined the meeting at 6:20 p.m.

Board members absent: None

Staff members present Feliciano, Magliato, Marshall, Sardina  
on assignment:

At 6:15 p.m. the President called for a closed session to conference with legal counsel regarding existing litigation – LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School.

The Board; Superintendent; Assistant Superintendents Business, Human Resources and Learning Support; and Sarah Sutherland, Attorney, Dannis Woliver Kelley, adjourned to the session, which was held in the Boardroom.

At 6:59 p.m. the President reconvened the meeting and announced no action was taken in closed session.

**CLOSED SESSION ACTION**  
None

The meeting was called to order at 7:01 p.m. at the Education Service Center by the President, Dr. Turner.

**CALL TO ORDER**

Board members present: Chong, Duff, Long, Turner, Winet

**ESTABLISHMENT OF  
QUORUM**

Board members absent: None

Staff members present Feliciano, Guzman, Magliato, Marshall,  
on assignment: Sardina

The President led the Pledge of Allegiance to the Flag.

**PLEDGE OF ALLEGIANCE**

It was moved by Winet, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of May 16, 2017, as presented.

**MINUTES**  
Approved as Presented

**COMMUNICATIONS**

**COMMUNICATIONS**

Announcement from the Carton 2 Garden website, announcing Lemon Avenue as the National Grand Prize Winner of the Carton 2 Garden Contest, highlighting sustainability, health and nutrition, and STEM concepts. The award comes with a \$5,000 prize from Evergreen Packaging, sponsor of the contest.

Lemon Ave: Grand Prize  
winner of Carton 2 Garden  
Contest, awarded \$5,000

Article from the La Mesa Courier dated May 26, 2017, highlighting Siem “Sam” Woldeab, who is currently ranked No. 2 nationally on the U.S. National Junior Tennis Team, Boys 16’s Division. Sam is an alumni of La Mesa Spring Valley Schools – he attended kindergarten through sixth grade at La Mesa Dale, and seventh and eighth grade at LMAAC.

Article: Alumni S. Woldeab,  
ranked 2<sup>nd</sup> US National Jr.  
Tennis Team

Letter from San Diego Virtual School, announcing closure of the site on June 30, 2018.

SD Virtual School  
closing June 30, 2018

Letter from Greater San Diego Academy Charter Homeschool, providing a transition plan approved by the Jamul-Dulzura Union school board.

SD Academy Charter  
Homeschool transition plan

Participation Agreement with Orange County Superintendent of Schools for administration of Medi-Cal Administrative Activities (SMAA).

Agreement: Medi-Cal  
Administrative Activities

File numbers for employees impacted by the reduction of classified special education and associated transportation positions.

Classified employees impacted  
by SpeEd reduction

PowerPoint for the 2017-18 May Revision and District Budget Update

PPT: 17-18 May Revise and  
District Budget Update

PowerPoint for the 2017-18 Local Control Accountability Plan (LCAP)

PPT: 17-18 LCAP

Email from Carolyn Lindstrom, Teacher, Spring Valley Academy, praising the work of Bruce Collin, District Printer, and the benefits of new print shop equipment.

C. Lindstrom, teacher, SVA  
commendation: B. Collin, Print  
Shop

Memo from Dori Guzman regarding an event at Senator Joel Anderson’s office on Saturday, June 17, 2017.

Event-Sen. Joel Anderson  
06-17-17

Human Resources Walk Throughs

HR Walk Throughs

### **AGENDA**

### **AGENDA**

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner, Winet; Noes: None; Absent: None, to approve the agenda as presented.

Approved as presented

### **HEARING SESSION**

### **HEARING**

The President announced a hearing for anyone who wished to address the Board on any topic relating to public education. There being no one wishing to address the Board, the session was closed.

General Education

The President announced a hearing for anyone who wished to address the Board regarding the 2017-18 Local Control Accountability Plan (LCAP). There being no one wishing to address the Board, the session was closed.

2017-18 LCAP

The President announced a hearing for anyone who wished to address the Board regarding the 2017-18 Proposed District Budget. There being no one wishing to address the Board, the session was closed.

2017-18 Budget



## REPORTS OF OFFICERS OF THE BOARD

## REPORTS

Governor Brown continues to exercise caution regarding the state budget for 2017-18. Even though capital gains (a volatile source of revenue) are on the rise, the current economic recovery is almost three years beyond the historical average. With this in mind, the governor is proposing \$170 per ADA (\$2 million for LMSV) in one-time Prop. 98 appropriations be delayed until 2019. If the economy trends downward between now and May 2019, districts will not receive these funds at all. Based on information from the governor's office and the Legislative Analysts Office, we should see an overall increase of \$2.1 to the District budget. However, this increase will be offset by anticipated STRS/PERS rate increases of \$1.6 million, 5% health insurance cost increase of \$.5 million, and step/column salary increase of \$1 million. The District is estimating an overall deficit of \$1 million for 2017-18, with anticipated program cuts and utilization of reserves to cover budget insufficiencies.

David Feliciano, Assistant Superintendent, Business Services, presented the 2017-18 May Revision Budget Update, and responded to clarifying questions.

### NEW BUSINESS

It was moved by Long, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into a memorandum of understanding with Project Heart Beat for AED/PAD equipment.

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

Purchase Orders dated May 3, 2017 through May 23, 2017 totaling \$1,926,219.99

Warrants dated May 3, 2017 through May 23, 2017 totaling \$2,860,418.32

Expenditures in the amount of \$2,933.96

Purchasing contracts utilized since the last Board meeting: North County Educational Purchasing Consortium (NCEPC); CalSAVE; National Association of State Procurement Officials (NASPO) ValuePoint Contract #7-10-70-16

Travel as presented

Authorization to Enter into an Agreement with School Services of California

Ratification of Change Order for Asphaltic Concrete Bid #FB 12-15/16

2017-18 May Revision and  
District Budget Update

### NEW BUSINESS

**MOU Project Heart Beat**  
Approved

**Consent Calendar**  
Approved

Purchase Orders

Warrants

Revolving Cash Fund  
Reimbursements from the  
General Fund

Purchasing Contracts

Travel

Agreement: School Services  
of California

Ratify Change Order: Asphaltic

It was moved by Duff, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 16-17-20, Temporary Interfund Transfers Between District Governmental Funds.

**Res. 16-17-20**  
**Interfund Transfers**  
Adopted

It was moved by Chong, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 16-17-21, Authorizing the District to Spend Funds Received in 2017-18 from the Education Protection Account in Accordance with Article XIII, Section 36 of the California Constitution.

**Res. 16-17-21**  
**Education Protection Act**  
Adopted

It was moved by Chong, seconded by Duff, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner, Winet; Noes: None; Absent: None, to authorize a student excursion for STEAM @ La Presa Band members to travel to Knott's Berry Farm.

**STEAM Band Excursion to**  
**Knott's Berry Farm**  
Approved

It was moved by Duff, seconded by Long, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner, Winet; Noes: None; Absent: None, to authorize administration to enter into an agreement with Orange County Office of Education for Medi-Cal Administrative Activities.

**Agreement with Orange Co.**  
**Office of Ed. for Medi-Cal**  
**Admin Activities**  
Approved

#### **HUMAN RESOURCES RECOMMENDATIONS**

It was moved by Duff, seconded by Chong, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner, Winet; Noes: None; Absent: None, to approve standard Human Resources recommendations as amended to include two additional Lecturer/Presenter and/or Short-Term Employment forms.

**Human Resources**  
**Recommendations**  
Approved as Amended

It was moved by Chong, seconded by Winet, and carried unanimously with the following votes: Ayes: Chong, Duff, Long, Turner, Winet; Noes: None; Absent: None, to adopt Resolution 16-17-22, Reduction of Classified Special Education and Associated Transportation Staff.

**Res. 16-17-22 Reduce SpEd &**  
**Associated Transp. Staff**  
Adopted

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

Member Duff participated in the La Mesa Flag Day Parade on June 10, riding his bicycle behind the Spring Valley Academy marching band.

Member Long also attended the Flag Day Parade.

Member Long expressed his appreciation to the District PTAs, for welcoming him this year. He enjoyed getting to know everyone and looks forward to working with the PTA presidents next year.

Member Chong noted that his children were members of the Spring Valley Band on Flag Day.

Member Winet announced that this was his final meeting as a member of

the governing board. A new career opportunity will be taking him in a different direction. He is appreciative of the support and friendship of the board and cabinet members, and said it was an honor to serve. He noted that it was a great privilege to be a board member when the District took extraordinary measures to revitalize the La Presa and Spring Valley schools fifteen years ago. With the superintendent's vision and the board's approval, great things are happening in these schools.

Member Chong expressed his appreciation to Mr. Winet for his leadership on the board.

Superintendent Marshall reminded the board of a photo opportunity at Senator Joel Anderson's office on Saturday, June 17 at 3:00 p.m.

The superintendent also thanked Mr. Winet for his service to the District and students. It was noted Mr. Winet has been an example of steadfast leadership, and a role model for adhering to one's beliefs. Mr. Marshall also mentioned that Mr. Winet was the last remaining board member who hired him, and he expressed appreciation for his confidence and trust throughout the years.

At 7:58 p.m. the President announced a recess.

#### **CLOSED SESSION**

At 8:10 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups; Conference with Legal Counsel – Existing Litigation (LMSVSD v Mountain Empire Unified School District and College Preparatory Middle School. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 8:30 p.m. the President reconvened the meeting and announced the Board took no action in closed session.

#### **CLOSED SESSION ACTION**

The meeting was adjourned at 8:31 p.m.

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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 June 20, 2017.

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Clerk of the Board of Education