

**La Mesa-Spring Valley School District**

# **Board of Education**

**December 7, 2010**

## **Our Purpose**

**To Inspire Learning and Respect**

## **Our Vision**

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

**4750 Date Avenue  
La Mesa, California 91941-5293  
Phone: (619) 668-5700  
FAX: (619) 668-4619**

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

OPENING PROCEDURE

1. Call to Order
2. Pledge of Allegiance
3. Establishment of Quorum
4. Election of President, Vice President, and Clerk through December 2011

MINUTES OF PREVIOUS MEETINGS

Action

COMMUNICATIONS

APPROVAL OF AGENDA

Action

HEARING

1. Public Hearing – General Matters Regarding Education

REPORTS OF OFFICERS OF THE BOARD

1. 2010-11 First Interim Financial Report

Information

NEW BUSINESS

BUSINESS SERVICES

1. Approval of Budget Reductions Pursuant to Resolution 10-11-03, Adopted on August 10, 2010
2. Approval of 2010-11 First Interim Financial Report

Action

Action

SUPERINTENDENT

1. Approval of Board of Education Schedule of Meetings – January 2011 Through December 2011
2. Adoption of Board Policy Updates
3. Nomination for Representatives to the California School Boards Association Delegate Assembly, Region 17
4. Resolution 10-11-12, to Initiate a Study of its Election System to Address Alternatives to Comply with the California Voting Rights Act

Action

Action

Action

Roll Call  
Vote

- |    |   |                   |
|----|---|-------------------|
| 5. | Resolution 10-11-13, In Support of Full Funding of County Mental Health Services for Students with Disabilities | Roll Call<br>Vote |
|----|---|-------------------|

BUSINESS SERVICES (cont.)

- |    |   |                   |
|----|---|-------------------|
| 3. | Consent Calendar*   | Action            |
|    | <ul style="list-style-type: none"> <li>a. Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements</li> <li>b. Ratification of Travel</li> <li>c. Acceptance of Work for the Completion of the Playground Installation, Surfacing and Asphalt Pads Project for 5 School Sites, Bid # FB8-09/10; and Authorization to File Notice of Completion</li> <li>d. Acceptance of Work for the Completion of the Playground Installation, Surfacing and Asphalt Pads Project at 11 School Sites, Bid #FB4-09/10; and Authorization to File Notice of Completion</li> <li>e. Rejection of Bids for Outdoor Walk-In Freezer for the Child Nutrition Department</li> <li>f. Award of Contract for Cellular Services</li> </ul> |                   |
| 4. | Resolution 10-11-14, to Enter into an Agreement with the San Diego County Superintendent of Schools for the Facilities Joint Powers Authority   | Roll Call<br>Vote |
| 5. | Authorization to Submit Application for NFL Grant Funding at Parkway Middle School  | Action            |
| 6. | Adoption of Annual Developer Fee Report for Fiscal Year 2009-2010   | Action            |
| 7. | Adoption of Five-Year Developer Fee Report for Fiscal Year 2009-10  | Action            |
| 8. | Ratification to Enter into Ground Lease Agreement with the County of San Diego for a Multi-Use Field at La Presa Middle School Fields   | Action            |
| 9. | Resolution 10-11-15, Authorization to Submit Application for 2010-11 K-3 Class-Size Reduction Program (Operations) Funding  | Roll Call<br>Vote |

LEARNING SUPPORT

- |    |   |        |
|----|---|--------|
| 1. | Acceptance of Gifts – Casa de Oro, La Mesa Dale, and Murray Manor Elementary Schools; La Mesa-Spring Valley Educational Foundation and Murdock Cultural Arts Foundation | Action |
|----|---|--------|

- |    |   |        |
|----|---|--------|
| 2. | Acceptance of Gift – La Mesa-Spring Valley Educational Foundation (Minigrants)                                  | Action |
| 3. | Authorization to Enter into a Memorandum of Agreement with the After School Education and Safety (ASES) Program | Action |
| 4. | Authorization to Conduct Student Excursions Sponsored by the San Diego Maritime Museum                          | Action |
| 5. | Authorization to Enter into Special Education Master Contract with C.A.R.E.S.                                   | Action |

#### HUMAN RESOURCES RECOMMENDATIONS

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

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

#### RECESS

#### CLOSED SESSION (Government Code 54957)

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

#### ADJOURNMENT

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

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

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

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



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

**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 School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** R-1 Reports of Officers of the Board  
2010-11 First Interim Financial Report

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Assembly Bill 1200 requires each school district to submit two interim financial reports to the governing board each fiscal year. The first interim report shall cover the financial and budgetary status of the District for the period ending October 31, 2010. The second interim report shall cover the period ending January 31, 2011. Included in the report is a certification that the District will be able to meet its financial obligations for the remainder of the year and the next two fiscal years.

David Yoshihara, Assistant Superintendent, Business Services; and Robyn Adams, Director, Fiscal Services, will review the enclosed first interim report and respond to clarifying questions.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-1 New Business  
Approval of Budget Reductions Pursuant to Resolution 10-11-03, Adopted on August 10, 2010

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The Budget Study Committee has identified a total of \$17.7M dollars of reductions and revenue adjustments to address the \$12.2M deficit at adopted budget. This number will be adjusted at first interim, but the amount identified is substantially higher to allow for choice in the specific reductions that shall be identified by second interim. The reductions also include a timeline for implementation as attached.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the attached budget reductions pursuant to Resolution 10-11-03, which was adopted on August 10, 2010.

### **List of Board-Approved Budget Reductions**

As per the Board Resolution adopted on August 10, 2010, the Board is recommending reductions in the following areas for the 2011-12 fiscal year:

Salary and Benefits Reductions: \$3.5M

Organization of Learning & Support Services: \$6.7M

Revenue Enhancements/Adjustments: \$7.5M

This provides for a total of \$17.7M. While this includes the Revenue Restoration from the state-adopted budget of approximately \$3.1M, the District can still make cuts totaling at least \$14.6M excluding this tenuous enhancement.

### **Timeline for Implementation**

- New Governor releases 18-month budget in early January 2011
- Budget Study Committee to finalize recommendations in late January
- Budget Study Recommendations presented to Board at either February 2 or February 16 Board meeting
- Certificated layoff notices will be announced at March 2, 2011 Board meeting
- Classified layoff notices will be announced in May 2011

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-2 New Business  
Approval of 2010-11 First Interim Financial Report

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Assembly Bill 1200 requires each school district to submit two interim financial reports to the governing board each fiscal year. The first interim report shall cover the financial and budgetary status of the District for the period ending October 31, 2010. The second interim report shall cover the period ending January 31, 2011. Included in the report is a certification that the District will be able to meet its financial obligations for the remainder of the year and the next two fiscal years.

Education Code Sections 42130 and 42131 require that interim reports be submitted to the governing board on the Standard Account Code Structure forms, which is the format prescribed by the Superintendent of Public Instruction.

Enclosed are the forms and narrative necessary to report the financial position of the District as of October 31, 2010. Based upon this information, the District will be able to meet its financial obligations for the remainder of the fiscal year and the next two fiscal years.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board approve the first interim financial report and authorize administration to transmit the report and positive certification to the County Department of Education.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:**        **S-1 New Business**  
                                 **Approval of Board of Education Schedule of Meetings – January 2011**  
                                 **Through December 2011**

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Attached is a proposed schedule of meetings for the Board of Education for January 2011 through December 2011. In general, meetings are scheduled on the first and third Tuesday of each month. One meeting is scheduled for each of the months of January, April, July, October, November and December. Special meetings may be called as necessary during the year. The Board is invited to suggest any changes it feels might be more appropriate for accomplishing the work of the District.

La Mesa-Spring Valley School District  
Warren T. Hogarth Education Center  
4750 Date Avenue, La Mesa, CA  
619-668-5700

Board of Education  
Schedule of Meeting Dates  
January 2011 Through December 2011 – 7:00 P.M.

January 18

July 19

February 1  
February 15

August 2  
August 16

March 1  
March 15

September 6  
September 20

April 19

October 4

May 3  
May 17

November 1

June 7  
June 21

December 6

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:**        **S-2 New Business**  
                                 **Adoption of Board Policy Updates**

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

**ADMINISTRATIVE RECOMMENDATION**

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



**BOARD POLICY COMPARISONS**  
December 2010

<b><u>DELETE</u></b>	<b><u>ADD</u></b>	<b><u>SIGNIFICANT CHANGES</u></b>
<b>AR 1150</b>	<b>BP 1150 revised</b>	<b>Commendations and Awards</b> Policy revised to clarify that it applies to awards given to parents/guardians, community members, businesses, and organizations. Policy also incorporates and expands material formerly in AR regarding the process for submitting recommendations for awards and the types of awards that may be given, and adds designation of a day, week, or month for special recognition of volunteers.
<b>BP/AR 1240</b>	<b>BP/AR 1240</b>	<b>Volunteer Assistance</b> Updated policy and regulation reflect <b>NEW LAW</b> (AB 346) which requires any volunteer who works with students in a student activity program (not just those who supervise, direct, or coach the activity) to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing(CTC), unless the district requires the volunteer to instead clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check or the volunteer is otherwise exempted by law.
<b>BP/AR 1250</b>	<b>BP/AR 1250</b>	<b>Visitors/Outsiders</b> Updated policy adds Board philosophy about the importance of parent/guardian and community involvement in school programs and activities. Policy also encourages individuals to use complaint procedures and to avoid disruptive behavior on school grounds. Reorganized regulation adds requirement to post school hours.
<b>BP 3100</b>	<b>BP 3100</b>	<b>Budget</b> Updated policy reflects Governmental Accounting Standards Board (GASB) Statement 54, which makes changes in the way public agencies must report fund balances in the general fund and gives the Board sole authority to specify purposes of funds classified as "committed" and to express, or delegate the authority to express, intended purposes of resources that result in the "assigned" fund balance.

<b>BP 3220.1</b>	<b>BP 3220.1</b>	<b>Lottery Funds</b> Policy revised to reflect <b>NEW LAW</b> (AB 142) which authorizes the state Lottery Commission to establish the percentage of revenue to be allocated at a level that maximizes revenues to public education. Policy also revised to reflect Title 5 regulations which require auditors to examine whether lottery funds have been expended for the education of students and not for a noninstructional purpose, as defined.
<b>BP 3314.2</b>	<b>BP 3314.2</b>	<b>Revolving Funds</b> Updated policy reorganized to reflect various types of revolving funds authorized by law, including the purposes and limits of the funds. Policy also contains new language specifying that such funds are subject to the district's internal control procedures established for the purpose of fraud prevention and financial impropriety and must be maintained in accordance with the California School Accounting Manual.
<b>AR 3460</b>	<b>AR 3460</b>	<b>Financial Reports and Accountability</b> Updated regulation deletes detailed discussion of the contents of the audit report since it is the responsibility of the auditor to complete that report. Regulation also adds new section on "Fund Balance" reflecting GASB Statement 54, which makes changes in the way fund balances in the general fund must be reported in external financial reports.
<b>AR 3516.2</b>	<b>AR 3516.2</b>	<b>Bomb Threats</b> Updated regulation adds language incorporating bomb threat procedures into the district's emergency preparedness plan and/or comprehensive safety plan. Regulation also expanded to address bomb threats received through electronic means, communications during bomb threat incidents, and counseling.
<b>BP 3516.5</b>	<b>BP 3516.5</b>	<b>Emergency Schedules</b> Updated policy adds language regarding seeking full average daily attendance reimbursement when an emergency situation prevents the district from meeting legal requirements for the minimum number of instructional days or minutes. Policy also adds examples of methods that may be used to notify students and parents/guardians of an emergency schedule.

	<b>BP/AR 3552 added</b>	<b>Summer Meal Program</b> New optional policy and regulation are for use by districts that have been approved by the CDE to sponsor a federally funded, state-administered Seamless Summer Feed Option (SSFO) and/or Summer Food Service Program (SFSP). Policy addresses program purposes, process for selecting sites for meal service, community outreach, record keeping, and program evaluation. Regulation contains requirements for both the SSFO and SFSP pertaining to site eligibility criteria, meal service, menu planning, advertising of available services, staff training (SFSP only), reimbursement claims, and program monitoring and reviews.
	<b>BP 3555 added</b>	<b>Nutrition Program Compliance</b> New <b>MANDATED</b> policy reflects state and federal law prohibitions against discrimination in the National School Lunch Program, School Breakfast Program, Special Milk Program, and other child nutrition programs as well as recent enforcement activities of CDE's Nutrition Services Division based on U.S. Department of Agriculture's Food and Nutrition Service instructions.
<b>BP 4020</b>	<b>BP 4020</b>	<b>Drug and Alcohol Free Workplace</b> <b>MANDATED</b> policy revised to more accurately reflect the assurances that districts must make to the CDE, including the provision of a drug-free workplace, notifications to employees about the district's policy, action that will be taken in the event an employee has violated the prohibition, and the requirement that employees abide by the policy and notify the district if convicted. Language formerly in policy re: specific discipline that will be taken against an employee deleted as this material is covered in other policies.
<b>AR 4032</b>	<b>AR 4032</b>	<b>Reasonable Accommodation</b> Updated, reorganized regulation addresses (1) the circumstances under which the district may require a job applicant to undergo a medical examination in order to provide documentation of his/her health condition, (2) the prohibition against the use of the applicant's or employee's genetic information, and (3) the persons who should be informed of the applicant's or employee's medical condition.

<b>AR/E</b> <b>4112.62/4212.62/4312.62</b>	<b>AR/E</b> <b>4112.62/4212.62/4312.62</b>	<b>Maintenance of Criminal Offender Records</b> Updated regulation reflects <b>NEW LAW</b> (SB 447) which requires the district to designate a custodian of records and to annually notify the DOJ regarding the identity of this person. Regulation also reflects requirement of SB 447, effective July 1, 2011, that persons designated as custodians of records must themselves receive criminal record background clearances to be eligible to serve in that capacity. Section on "Interagency Agreements" adds language on communicating with other districts participating in the interagency agreement when the district receives a report of a conviction of a serious or violent felony. Exhibit updated to reflect law re: civil action for invasion of privacy and to add legal cites for civil, criminal, and administrative penalties.
<b>BP 4156.2/4256.2/4356.2</b>	<b>BP 4156.2/4256.2/4356.2</b>	<b>Awards and Recognition</b> <b>MANDATED</b> policy revised to reflect the membership of the merit awards committee, add encouragement of staff recognition during designated recognition days, and clarify the role of the Superintendent and the Board in granting awards.
<b>AR 4161.1/4361.1</b>	<b>AR 4161.1/4361.1</b>	<b>Personal Illness/Injury Leave</b> <b>MANDATED</b> regulation revised to more directly reflect law re: the amount of sick leave an employee may use to attend to the illness of his/her child, parent, spouse, registered domestic partner, or domestic partner's child (page (b), item #6). Section on "Continued Absence After Available Leave Is Exhausted" retitled and revised to reflect <b>NEW COURT DECISION</b> re: period of differential pay is limited to a total of five months per accident or illness, even if the employee works for a period of time between sick leave increments related to the same medical condition. Section on "Verification Requirements" adds information on the Genetic Information Nondiscrimination Act.
<b>BP/AR 5141.21</b>	<b>BP/AR 5141.21</b>	<b>Administering Medication and Monitoring Health Conditions</b> Updated and reorganized policy reflects <b>NEW COURT DECISION</b> holding that trained, unlicensed school personnel are not authorized by current law to administer insulin injections to students with diabetes, even if those students are students with disabilities with individualized education programs (IEPs) or Section 504 plans, except in an emergency. Regulation reorganized to clarify contents of the physician's

		and parent/guardian's statements and district responsibilities, when allowing employees to administer or assist in administering medications to students.
<b>BP/AR 5145.8 deleted</b>	<b>AR 5145.8</b>	<b>Refusal to Harm or Destroy Animals</b> Delete unnecessary policy. Regulation revised to incorporate material formerly in BP and to reflect <b>NEW LAW</b> (AB 176) updating the terminology for recording technology which may be used as an alternative project.
<b>BP/AR 6158</b>	<b>BP/AR 6158</b>	<b>Independent Study</b> <b>MANDATED</b> policy updated to (1) add material formerly in AR re: program participation is voluntary, (2) more directly reflect law re: minimum period of independent study for apportionment purposes as five "consecutive" school days, (3) revise material re: maximum length of assignments and the number of missed assignments that will trigger an evaluation of the student's participation, and (4) authorize student-teacher conferences by electronic means. Updated regulation (1) expands optional material re: considerations in approving a student's participation, (2) clarifies responsibilities of program administrator and teachers, and (3) adds requirement to retain specified auditable records for three years.
<b>BP 6162.5</b>	<b>BP 6162.5</b>	<b>Student Assessment</b> Updated policy addresses possible uses of student assessment data, Policy also adds material on the use of multiple measures, disaggregation of data, test validity, proper test administration and professional development.
<b>BB 9270</b>	<b>BB/E 9270</b>	<b>Conflict of Interest</b> <b>MANDATED</b> bylaw revised and reorganized to clarify three types of analysis that must be conducted pursuant to different statutes and the common law doctrine to determine whether a conflict exists and, if so, whether the board member must abstain and/or if the contract is prohibited. Material comprising the conflict of interest code (i.e., incorporation statement, designated positions and disclosure categories) moved into a sample resolution in new Exhibit to clarify material that needs to be biannually reviewed and submitted to the code reviewing body.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:**        **S-3 New Business**  
                                 **Nomination for Representatives to the California School Boards**  
                                 **Association Delegate Assembly, Region 17**

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Nominations for representatives to the California School Boards Association (CSBA) Delegate Assembly are being accepted until January 7, 2011. The attached information provides details on the roles and responsibilities of a delegate and nomination procedures. School boards, which are CSBA members, are eligible to nominate board members for this position. Each board may nominate as many individuals as it chooses.

**ADMINISTRATIVE RECOMMENDATION**

Board members are urged to review the material and be prepared to discuss potential nominations for representatives to the California School Boards Association Delegate Assembly.

**TIME SENSITIVE – For Board ACTION –**  
**Nominations due Friday, January 7, 2011**  
**Please deliver to all members of the governing board. Thank you.**

October 29, 2010



**MEMORANDUM**

TO: Board Presidents and Superintendents - CSBA Member Boards of Education  
FROM: Frank Pugh, President  
SUBJECT: **Call for Nominations for CSBA Delegate Assembly**

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. **Nomination and Candidate Biographical Sketch forms for CSBA's Delegate Assembly are now being accepted until Friday, January 7, 2011.** In an effort to go "green," nomination forms and information related to the election process are available to download from the CSBA website at [www.csba.org/AboutCSBA.aspx](http://www.csba.org/AboutCSBA.aspx).

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion.
- Boards may nominate as many individuals as it chooses by using the nomination form or submitting a letter of nomination.
- Approval from nominee of nomination to CSBA's Delegate Assembly.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form and an optional one-page, one-sided résumé, (résumé cannot be substituted for the candidate biographical sketch form).
- All nomination materials must be postmarked no later than **Friday, January 7**. Faxes are also acceptable, but they must be received by January 7.
- Delegates serve two-year terms; beginning April 1, 2011 through March 31, 2013
- There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade show in November/December.

For further information about the Delegate Assembly, please contact Michelle Neto in CSBA's Administration department at (800) 266-3382. You may download the following forms and find more information at [www.csba.org/AboutCSBA.aspx](http://www.csba.org/AboutCSBA.aspx). Thank you.

- ❖ Delegate Assembly Brochure
- ❖ Nomination Form
- ❖ Candidate's Biographical Sketch Form
- ❖ Important Dates
- ❖ List of all Delegates whose term expires in 2011
- ❖ Alphabetical List of Districts and County offices
- ❖ FAQ

3100 Beacon Boulevard  
P.O. Box 1660  
West Sacramento, CA 95691  
(916) 371-4691 • FAX (916) 371-3407



CSBA

## 2011 Delegate Assembly Nomination Form

**Due: Friday, January 7, 2011** (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

CSBA Region/subregion # \_\_\_\_/\_\_\_\_

The Board of Education of the \_\_\_\_\_  
(Nominating School District or COE)

wishes to nominate: \_\_\_\_\_  
(Nominee)

The nominee is a member of the \_\_\_\_\_  
(Nominee's School District or COE)

which is a member of the California School Boards Association.

- ☐ The nominee has consented to this nomination.
- ☐ Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé.
- ☐ The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé will be submitted by the deadline date.

\_\_\_\_\_  
Board Clerk or Board Secretary (*signed*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk or Board Secretary (*printed*)

### PLEASE NOTE:

The nomination and candidate biographical sketch forms must be faxed or U.S. postmarked no later than **Friday, January 7, 2011**. *Forms postmarked or faxed after January 7 cannot be accepted.* Please contact Michelle Neto at (800) 266-3382 should you have any questions.

### Return nomination to:

California School Boards Association  
3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660  
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 or (916) 669-3305 | [www.csba.org](http://www.csba.org)





## CSBA 2011 Delegate Assembly Candidate Biographical Sketch Form

**Due: Friday, January 7, 2011** (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please **do not** state “See résumé” and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: _____	CSBA Region: _____
District or COE: _____	Years on board: _____ ADA: _____
Contact Number: _____	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? _____

CSBA’s Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA’s Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

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

## CSBA DELEGATES WHOSE ELECTED TERM EXPIRES IN 2011

Below are the names of Delegates in each region/subregion whose term expires in 2011 and are up for re-election, if they choose to run. Delegates must be nominated by a CSBA member board that is located within the region or subregion. If a subregion is not listed, it is because the Delegate's term has not expired. *Nomination and Candidate Biographical Sketch forms are due by January 7, 2011.*

### **REGION 1 - Counties: Del Norte, Humboldt, Lake, Mendocino**

#### ***Subregion 1-A (Del Norte, Humboldt)***

Vacant

### **REGION 2 - Counties: Lassen, Modoc, Plumas, Shasta, Siskiyou, Trinity**

#### ***Subregion 2-A (Modoc, Siskiyou, Trinity)***

Margaret DeBortoli (Siskiyou Union HSD)

#### ***Subregion 2-B (Shasta)***

Constance K. Pepple (Shasta Union HSD)

### **REGION 3 - Counties: Marin, Napa, Solano, Sonoma**

#### ***Subregion 3-A (Sonoma)***

Christina Kauk (Petaluma City ESD & Jt. Union HSD)

#### ***Subregion 3-B (Napa)***

Marco DiGiulio (Calistoga Joint USD)

#### ***Subregion 3-C (Solano)***

Jim Ernst (Dixon USD)

Susan K. Heumphreus (Fairfield-Suisun USD)

### **REGION 4 - Counties: Butte, Colusa, Glenn, Nevada, Placer, Sierra, Sutter, Tehama, Yuba**

#### ***Subregion 4-B (Butte)***

Kathy White (Oroville City ESD)

#### ***Subregion 4-C (Colusa, Sutter, Yuba)***

Sharman Kobayashi (Yuba City USD)

#### ***Subregion 4-D (Nevada, Placer, Sierra)***

Trish Gerving (Nevada City SD)

Susan Goto (Roseville City SD)

### **REGION 5 - Counties: San Francisco, San Mateo**

#### ***Subregion 5-B (San Mateo)***

Maria Diaz-Slocum (Redwood City ESD)

Carrie Du Bois (San Carlos ESD)

Kevin Martinez (San Bruno Park ESD)

### **REGION 6 - Counties: Alpine, Amador, El Dorado, Mono, Sacramento, Yolo**

#### ***Subregion 6-B (Sacramento)***

Lisa Kaplan (Natomas USD)

Terry Parker-Owning (Galt Jt. Union HSD)

Richard Shaw (Folsom-Cordova USD)

Roger D. Westrup (Twin Rivers USD)

#### ***Subregion 6-C (El Dorado, Amador, Alpine, Mono)***

Lyle Eichert (Buckeye Union ESD)

### **REGION 7 - Counties: Alameda, Contra Costa**

#### ***Subregion 7-A (Contra Costa)***

Arthur M. Clarke (Walnut Creek ESD)

Teresa Gerringer (Lafayette ESD)

#### ***Subregion 7-B (Alameda)***

Jennifer Henry (Dublin USD)

Diana J. Prola (San Leandro USD)

Nancy Riddle (Berkeley USD)

Nancy Thomas (Newark USD)

### **REGION 8 - Counties: Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne**

#### ***Subregion 8-A (San Joaquin)***

Calvin Young (Lodi USD)

Vacant

#### ***Subregion 8-B (Calaveras, Mariposa, Tuolumne)***

Sherri Reusche (Calaveras USD)

#### ***Subregion 8-C (Stanislaus)***

Catie L. Englebright (Salida Union SD)

Cynthia Lindsey (Sylvan Union ESD)

#### ***Subregion 8-D (Merced)***

Robert Rodarte (Delhi USD)

### **REGION 9 - Counties: Monterey, San Benito, San Luis Obispo, Santa Cruz**

#### ***Subregion 9-A (San Benito, Santa Cruz)***

Allison Niday (Scotts Valley USD)

#### ***Subregion 9-B (Monterey)***

Kathryn Ramirez (Salinas Union HSD)

#### ***Subregion 9-C (San Luis Obispo)***

Tami Gunther (Atascadero USD)

### **REGION 10 - Counties: Fresno, Kings, Madera**

#### ***Subregion 10-A (Madera)***

John E. Reynolds (Yosemite USD)

#### ***Subregion 10-B (Fresno)***

James Karle (Sanger USD)

Oscar Sablan (Firebaugh-Las Deltas USD)

Kathy Spate (Caruthers USD)

Randel M. Yano (Clay Joint ESD)

### **REGION 11 - Counties: Santa Barbara, Ventura & Las Virgenes USD**

#### ***Subregion 11-A (Santa Barbara)***

Dean Nevins (Goleta Union ESD)

#### ***Subregion 11-B (Ventura County and Las Virgenes USD)***

Suzanne Kitchens (Pleasant Valley SD)

Christina Urias (Santa Paula Union HSD)

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**REGION 12 - Counties: Kern, Tulare**

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**Subregion 12-A (Tulare)**

Teresa Garcia (Tulare City SD)  
Dean Sutton (Exeter Union ESD)

**Subregion 12-B (Kern)**

Linda Brenner (Panama-Buena Vista Union SD)  
Kevin Burton (Fruitvale ESD)  
Blaine Geissel (Rosedale Union ESD)  
Deanna Rodriguez-Root (Richland SD)

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**REGION 15 - Counties: Orange County and Lowell Jt. USD**

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Bonnie Castrey (Huntington Beach Union HSD)  
Judith Edwards (Fountain Valley ESD)  
Karin Freeman (Placentia-Yorba Linda USD)  
Celia Jaffe (Huntington Beach City ESD)  
Nancy W. Kirkpatrick (Saddleback Valley USD)  
Sue Kuwabara (Irvine USD)  
Jose F. Moreno (Anaheim City SD)  
Robert A. Singer (Fullerton Joint Union HSD)  
Elizabeth Swift (Buena Park ESD)

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**REGION 16 - Counties: Inyo, San Bernardino**

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**Subregion 16-A (Inyo)**

Catherine George (Lone Pine USD)

**Subregion 16-B (San Bernardino)**

Susan Brown (Yucaipa-Calimesa Joint USD)  
Tom Courtney (Lucerne Valley USD)  
Karen Gray (Silver Valley USD)  
Karen S. Morgan (Victor ESD)  
Kathy A. Thompson (Central ESD)  
Charles Uhalley (Chaffey Joint Union HSD)

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**REGION 17 - County: San Diego**

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Twila Godley (Lakeside Union SD)  
Penny Halgren (La Mesa-Spring Valley SD)  
Sharon C. Jones (San Diego COE)  
Kelli Moors (Carlsbad USD)  
Janet W. Mulder (Jamul-Dulzura Union ESD)  
Barbara Ryan (Santee ESD)  
Priscilla Schreiber (Grossmont Union HSD)

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**REGION 18 - Counties: Imperial, Riverside**

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**Subregion 18-A (Riverside)**

Robin J. Crist (Murrieta Valley USD)  
John I. Norman (San Jacinto USD)  
Vincent O'Neal (Temecula Valley USD)  
David Sanchez (Beaumont USD)  
Shari Stewart (Palm Springs USD)  
Vacant

**Subregion 18-B (Imperial)**

Ralph Fernandez (Brawley Union HSD)  
Vacant

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**REGION 20 - County: Santa Clara**

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Danielle Cohen (Campbell Union SD)  
Michael Gipe (Saratoga Union ESD)  
Nancy A. Newton (Fremont Union HSD)  
Pamela Parker (Campbell Union HSD)  
George Sanchez (Franklin-McKinley ESD)

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**REGION 22 - County: North Los Angeles**

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John K. Curiel (Westside Union ESD)  
Rose Koscielny (Saugus Union ESD)  
Suzan T. Solomon (Newhall ESD)

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**REGION 23 - Counties: San Gabriel Valley and East Los Angeles County**

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**Subregion 23-A**

Ted Bunch (Burbank USD)  
Richard A. Sonner (South Pasadena USD)

**Subregion 23-B**

Heidi L. Gallegos (Rowland USD)  
Helen Hall (Walnut Valley USD)  
Larry L. Redinger (Walnut Valley USD)

**Subregion 23-C**

Doris Blum (Glendora USD)  
Ilean Ochoa (Azusa USD)

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**REGION 24 - County: Southwest Crescent - Los Angeles County**

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Jan Baird (South Whittier ESD)  
Sonya Cuellar (Paramount USD)  
Joseph Rivera (El Rancho USD)  
Patricia Siever (Culver City USD)  
Arlene Staich (Redondo Beach USD)  
Ana Valencia (Norwalk-La Mirada USD)



# IMPORTANT

Deadline date for  
CSBA Delegate Assembly nomination and  
candidate biographical sketch forms:  
**Friday, January 7, 2011**

## Important 2011 Dates to keep in mind:

- Friday, January 7: U.S. Postmark or fax deadline for *required* Nomination and Candidate Biographical Sketch Forms
- By Tuesday, February 1: Ballots mailed to Member Boards
- February 1 – March 15: Boards vote for Delegates
- Tuesday, March 15: Deadline for the ballots to be returned to CSBA (U.S. Postmark ONLY)
- By Thursday, March 31: Ballots to be tallied
- By Friday, April 1: Election results, except for run-offs, will be posted on CSBA's website
- Friday, April 29: Deadline for run-off ballots (U.S. Postmark ONLY)
- Saturday, May 14 – Sunday, May 15: Delegate Assembly meeting in Sacramento



**CSBA**

California School Boards Association  
3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660  
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 or (916) 669-3305 | [www.csba.org](http://www.csba.org)



## Frequently Asked Questions regarding Delegate Assembly Nominations and Elections

### **Who is eligible to serve on Delegate Assembly?**

To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

### **What is the term of office to serve on Delegate Assembly?**

The term of office for each Delegate is two years beginning April 1. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

### **How is a board member nominated to serve on the Delegate Assembly?**

A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes. It is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

### **What does a nomination consist of?**

A nomination consists of a completed, signed and dated nomination form and a candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may also be submitted, (résumé cannot be substituted for the candidate biographical sketch form).

### **When are the nomination and candidate biographical sketch forms due?**

It is critical that nominations and candidate biographical sketch forms be delivered to the CSBA office, faxed or postmarked on or before Friday, January 7, 2011.

### **How are nominees elected to serve on Delegate Assembly?**

Ballots are mailed by February 1 to each district or county board within the region or subregion which has a vacancy. Ballots must be delivered to CSBA or postmarked by the U.S. Post Office by Tuesday, March, 15 in order to be accepted. Ballots may not be faxed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All boards and candidates are notified of the results no later than March 31. If there is a tie vote, a run-off election is held.

### **What are the required Delegate Assembly meeting dates?**

There are two Delegate Assembly meetings each year, one in May prior in Sacramento and one preceding the CSBA Annual Education Conference and Trade Show in November/December in San Francisco or San Diego.

### **Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings?**

No, CSBA is not able to cover expenses.

For additional information, please contact Michelle Neto in the Administration department at (800) 266-3382.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

**PREPARED BY:** Brian Marshall  
Superintendent

**ITEM NUMBER:** S-4 New Business  
**Adoption of Resolution 10-11-12, to Initiate a Study of its Election System  
to Address Alternatives to Comply with the California Voting Rights Act**

---

The California Voting Rights Act (CVRA) took effect on January 1, 2003. The CVRA seeks to ensure that all “protected” classes are able to elect candidates of their choice or influence the outcome of an election...” (Elections Code § 14027, emphasis added). A “protected class” is defined as “a class of voters who are members of a race, color or language minority group, as this class is referenced and defined in the federal Voting rights Act...” (Elections Code § 1426(d)).

With the impending release of the 2010 United States Census data school districts across California have been advised to study voter patterns in light of the new census data to see if there is a need to change from an “At Large” election system to a “By Trustee Area” election system.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt attached Resolution 10-11-12, to Initiate a Study of its Election System to ensure compliance with the California Voting Rights Act.

**RESOLUTION 10-11-12**

**TO INITIATE A STUDY OF ITS ELECTION SYSTEM  
TO ADDRESS ALTERNATIVES TO COMPLY WITH  
THE CALIFORNIA VOTING RIGHTS ACT**

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

WHEREAS, the Governing Board of the La Mesa-Spring Valley School District finds that it is necessary to review its current trustee election system in light of the California Voting Rights Act (hereinafter "Act"), and desires to determine if any changes are required in the current system so as to comply with the Act; and

WHEREAS, the Governing Board desires to direct the District Superintendent to lead a study to be presented to the Governing Board regarding the Act, of any changes required to bring the District into compliance with the Act, including but not limited to adopting a by-trustee area election system, and the process and procedure for modifying its current election system; and

WHEREAS, the federal 2010 Census is currently underway; and

WHEREAS, the Governing Board desires that the study and the recommendations be completed in a timely manner to allow, if necessary, a change in election systems for the November 2012 elections, which also allows for trustee area boundaries to be accurate and current based upon the 2010 Census data if the District ultimately determines that adoption of a trustee area electoral system is appropriate, and

WHEREAS, data from the 2010 Census will become available no later than April 1, 2011, which is early enough to permit trustee areas to be drawn and implemented, if required, using the most up-to-date demographic data available, for the Board's 2012 Board elections.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. The board determines that it is in the best interest of the district to conduct a study to ensure compliance with the California and federal Voting Rights Acts.
3. The District Superintendent, or designee, is directed to notify the San Diego County Committee on School District Organization of its intent and hereby requests that the County Committee receive this Resolution and at its earliest opportunity provide to the District information regarding the County Committee's process for changes in trustee areas or election systems;
4. The District Superintendent is vested with the power to (a) prepare a study of changes needed, if any, for the District to be in compliance with the Act, including but not limited to adopting a by-trustee area election system, (b) assess its risk by consulting with professional experts, (c) expend funds for that purpose up to \$3000.00, and (d) identify what process may be necessary for change beginning in the November 2012 election.

PASSED AND ADOPTED by the Governing Board of the La Mesa-Spring Valley School District this 7<sup>th</sup> day of December 2010, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA     )  
                                      ) ss  
COUNTY OF SAN DIEGO    )

---

Emma Turner, President, Board of Education

#### **CERTIFICATION**

I, Bill Baber, Clerk of the Board of Education of the La Mesa-Spring Valley School District, certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Education at a regular meeting held on the 7<sup>th</sup> day of December 2010.

---

Bill Baber, Clerk, Board of Education  
La Mesa-Spring Valley School District

---

Date



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

**PREPARED BY:** Brian Marshall  
Superintendent

**ITEM NUMBER:** S-5 New Business  
**Resolution 10-11-13, In Support of Full Funding of County Mental Health Services for Students with Disabilities**

---

AB3632 was created in 1984 to provide mental health and therapeutic residential services for school-age children. On October 8, 2010, the Governor adopted the State Budget and removed funding for AB 3632 services from the 2010-11 State Budget.

Governor Schwarznegger's veto has caused a hardship to educational agencies statewide. His veto carries with it significant funding implications at a time when school district budgets have been cut to unprecedented levels. The San Diego County Office of Education has been working on this problem, and it is hoped that Governor-elect Brown and the newly elected Legislature will remedy this issue in January.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt attached Resolution 10-11-13, in Support of Full Funding of County Mental Health Services for Students with Disabilities.

La Mesa-Spring Valley School District

**RESOLUTION 10-11-13**

**IN SUPPORT OF FULL FUNDING OF COUNTY MENTAL HEALTH SERVICES  
FOR STUDENTS WITH DISABILITIES**

**A RESOLUTION** of the La Mesa-Spring Valley School District calling for full funding of county mental health services for children with disabilities.

**WHEREAS**, if all California children and youth are to reach California's high educational standards that will allow them to succeed in school, work, and life, the state must commit adequate resources to schools and services children require to benefit from their education; and

**WHEREAS**, studies have shown that appropriate early intervention services and programs at the first sign of academic difficulty have proven to greatly improve a child's chance of success; and

**WHEREAS**, special education is a federally mandated program and children with disabilities are entitled to a free appropriate public education (FAPE); and

**WHEREAS**, AB 3632 (Brown) was created in 1984 because mental health services and therapeutic residential services were not available for school-age children, and parents were surrendering them to the foster care system in order for their children to receive treatment and services; and

**WHEREAS**, the State Legislature rightly determined that county mental health agencies have the best expertise to provide necessary mental health services to children with disabilities; and

**WHEREAS**, the Governor vetoed funding from the 2010-11 State Budget for services provided by county mental health agencies for educationally-necessary AB 3632/1984 mental health services to children with disabilities; and

**WHEREAS**, our state cannot afford to wait for more students to face hardship before taking decisive action.

**NOW, THEREFORE, BE IT RESOLVED** that the La Mesa-Spring Valley School District strongly urges the Governor and the State Legislature to immediately provide full funding for AB 3632/1984 county mental health services to children with disabilities.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of December, 2010, by the Governing Board of the La Mesa-Spring Valley School District of San Diego County, California, by the following vote:

AYES:  
NOES:  
ABSENT:

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting held on the 7<sup>th</sup> of December 2010.

---

Brian Marshall, Secretary to the Board of Education

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-3a New Business (Consent Calendar)  
Ratification of Purchase Orders, Warrants, and Revolving Cash Fund Reimbursements

---

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

The following are submitted for ratification:

- I. Purchase Orders: A total of 214 purchase orders have been processed, numbered E21380 through E21593. These purchase orders total \$863,805.60.
- II. Warrants: A total of 312 warrants have been issued, dated October 21, 2010 through November 12, 2010. These warrants total \$1,409,302.11.
- III. Revolving Cash Fund Reimbursements: Two (2) checks have been processed, totaling \$739.33.

**ADMINISTRATIVE RECOMMENDATION**

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

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

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

<u>Check Number</u>	<u>Date Issued</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
1622	11/02/10	Allyssa B. Greene	Payroll	\$660.33
1623	11/03/10	Personnel Testing Council - Southern California	Training	\$ 79.00

**REVOLVING CASH FUND REIMBURSEMENTS  
A TOTAL OF (2) CHECKS PROCESSED TOTALING \$739.33**

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-3b New Business (Consent Calendar)  
Ratification of Travel

---

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board ratify the travel of the person listed as attached.

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

<b>NAME</b>	<b>TRAVEL/CONFERENCE</b>	<b>CITY/STATE</b>	<b>DATES</b>	<b>REGISTRATION FEE</b>
Karen Laaperi Santa Sophia School (non-employee)	8 <sup>th</sup> Annual Educational Leadership Conference	Newport Beach, CA	11/18/10-11/19/10	\$745

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-3c New Business (Consent Calendar)  
Acceptance of Work for the Completion of the Playground Installation,  
Surfacing and Asphalt Pads Project for 5 School Sites, Bid# FB8-09/10;  
and Authorization to File Notice of Completion

---

Zasueta Contracting, Inc. has completed the playground installation, surfacing and asphalt pads project at 5 school sites (Highlands, La Mesa Dale, Lemon Avenue, Loma, Maryland Avenue). The project has been inspected by the Maintenance Department and it was determined that the contractor's work in the amount of \$255,471 was satisfactorily completed.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept this project as complete and authorize the filing of Notice of Completion.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-3d New Business (Consent Calendar)  
Acceptance of Work for the Completion of the Playground Installation,  
Surfacing and Asphalt Pads Project at 11 School Sites, Bid# FB4-09/10;  
and Authorization to File Notice of Completion

---

Zasueta Contracting, Inc. has completed the playground installation, surfacing and asphalt pads project at 11 school sites (Avondale, Bancroft, Casa de Oro, Fletcher Hills, Kempton, La Presa Elementary, Murdock, Murray Manor, Rancho, Rolando, Sweetwater Springs). The project has been inspected by the Maintenance Department and it was determined that the contractor's work in the amount of \$519,142 was satisfactorily completed.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept this project as complete and authorize the filing of Notice of Completion.



**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**December 7, 2010**

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

**ITEM NUMBER:** B-3e New Business (Consent Calendar)  
Rejection of Bids for Outdoor Walk-in Freezer for the Child Nutrition  
Department

---

On October 21, 2010 at 2:00 p.m., the District opened bids for the outdoor walk-in freezer. Bids were advertised by the Purchasing Department in accordance with the law and distributed to fourteen (14) bidders. Nine (9) bidders attended the mandatory bid walk. Two (2) bids were received by the date and time specified in the bid. All bids exceeded the District's budget.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board reject the bids for the outdoor walk-in freezer for the Child Nutrition Department due to all bids exceeding the District's budget.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-3f New Business (Consent Calendar)  
Award of Contract for Cellular Services

---

On November 19, 2010, at 5:00 p.m., the District opened quotes for e-rate qualified cellular service. Requests for quotes were distributed to ten (10) companies. Three (3) proposals were received by the date and time specified in the quotation documents as shown on the attached summary.

The contract award points were based on five (5) criteria, monthly rates, cost of changing phones, District experience with the vendor, location of account team and repair facility, and the ability to contract on a month-to-month basis. Monthly rates accounted for 30% of the points, cost of changing out phones accounted for 30%, District experience with vendor accounted for 15%, location of account team and repair facility accounted for 15%, and ability to contract on a month-to-month basis 10%.

Our e-rate discount will be applied to the monthly charges. Historically our e-rate discount has been 70-72%.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board award the contract for e-rate-qualified cellular services to the company with the highest points meeting the requirements of the quotation, Sprint-Nextel, in the amount of approximately \$16,000 per year, for fiscal year 2011-2012. After applying the 70% e-rate discount, the District's cost will be approximately \$4,800.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

**CELLULAR SERVICE**

**E-RATE FORM 470**

**QUOTE DATE/TIME: NOVEMBER 19, 2010 @ 5:00 P.M.**

**SUMMARY**

<b>VENDORS</b>	<b>Points for monthly rates (30%)</b>	<b>Points for cost to change phones (30%)</b>	<b>Points for District experience w/vendor (15%)</b>	<b>Points for team location &amp; repair facility (15%)</b>	<b>Points for monthly contract (10%)</b>	<b>Grand Total Points</b>
<b>SPRINT-NEXTEL</b>	300	300	150	150	100	<b>1000</b>
<b>T-MOBILE</b>	270	300	120	135	100	925
<b>VERIZON</b>	240	270	135	135	90	870

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-4 New Business  
**Resolution 10-11-14, to Enter into an Agreement with the San Diego County Superintendent of Schools for the Facilities Joint Powers Authority**

---

**ROLL CALL VOTE**

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

Priorities of the FACJPA include, among others:

- a) Reducing District costs for facilities planning and construction
- b) Providing expertise on a range of facilities and construction needs from technical support to master planning construction projects.
- c) Reducing project cost through economies of scale
- d) Establishing and maintaining alliances with important partners, including the San Diego County Office of Education, Division of the State Architect, and the Office of Public School Construction.

There is no cost to the District for joining the FACJPA. Costs are negotiated on a case by case basis only when a district utilizes services available.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt attached Resolution 10-11-14, authorizing the District to join the Facilities Joint Powers Authority; and authorization be granted for the District to enter into the attached agreement with the San Diego County Superintendent of Schools for the Facilities Joint Powers Authority.

## **RESOLUTION 10-11-14**

### **A RESOLUTION OF THE GOVERNING BOARD OF THE LA MESA-SPRING VALLEY SCHOOL DISTRICT APPROVING AND AUTHORIZING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT WITH RESPECT TO SCHOOL FACILITY PLANNING AND CONSTRUCTION PROJECTS**

#### **RECITALS**

**WHEREAS**, a Joint Exercise of Powers Agreement (the "Agreement"), was initially entered into by and between the San Diego County Office of Education and the La Mesa-Spring Valley School District for the purpose of forming a joint powers authority (JPA) to provide the parties thereto with alternative solutions for school facility planning and construction projects; and

**WHEREAS**, the JPA is intended to provide members with the opportunity to achieve planning and construction savings by pooling the resources of its members and providing efficiencies and economies of scale which would potentially be unavailable if the members undertook planning and construction projects on an individual basis; and

**WHEREAS**, Section 1.015.02 of the Agreement provides that any other local education agency or public school district within the County of San Diego may become a member of the JPA and party to the Agreement by executing and delivering a counterpart thereof.

**WHEREAS**, the La Mesa-Spring Valley School District, a local education agency, desires to become a party to the Agreement and a member of the JPA.

**NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED BY THE GOVERNING BOARD OF THE LA MESA-SPRING VALLEY SCHOOL DISTRICT AS FOLLOWS:**

Section 1. Approval of Agreement. The Agreement is hereby approved, and the Superintendent is hereby authorized and directed, for and on behalf of the La Mesa-Spring Valley School District, to execute a counterpart of such Agreement in the form presented to this meeting.

Section 2. Delivery of Executed Counterpart. The Secretary is hereby directed to cause such executed counterpart to be delivered to the JPA's administrative agent, the San Diego County Office of Education Facilities Solutions Group, in accordance with Section 9.095.02 of the Agreement.

Section 3. Delegation of Authority. The Board hereby directs and delegates authority to the Superintendent and/or his/her designee to represent the District on the JPA's governing board, and to take all additional actions and execute any additional documents as necessary for the District to participate in the JPA, including but not limited to designating a District representative to the JPA's Executive Committee.

**NOW THEREFORE BE IT RESOLVED THAT** the Director, Maintenance, Operations and Facilities is designated as the authorized representative of the La Mesa-Spring Valley School District and is hereby authorized and directed to execute on behalf of this District the joint powers agreement designated as the San Diego County Facilities Joint Powers Authority.

Section 4. Effective Date. This Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** at the regular meeting of the Governing Board of the La Mesa-Spring Valley School District held on the 7<sup>th</sup> day of December 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President

ATTEST:

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Secretary

# **K-12 PUBLIC SCHOOL DISTRICTS AND COMMUNITY COLLEGES FACILITY AUTHORITY**

**JOINT EXERCISE OF POWERS AGREEMENT**

**BY AND AMONG**

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**AND**

**K-12 PUBLIC SCHOOL DISTRICTS AND  
COMMUNITY COLLEGES**

Effective as of November 16, 2010



## JOINT EXERCISE OF POWERS AGREEMENT

### K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA)

This Joint Powers Agreement ("Agreement") is entered into by and among the **San Diego County Superintendent of Schools** ("SDCSS") and one or more of those public school districts and community colleges in the State of California, (Participating Public School Districts or Community Colleges").

#### WITNESSETH:

WHEREAS, SDCSS and the participating public schools, all acting by and through their governing boards, for the purpose of establishing a vehicle to allow SDCSS and the participating public schools to establish a joint powers authority for the purpose of developing facility planning, construction and maintenance strategies, services and projects which may reduce the time to delivery and the overall cost of capital improvements, modernization, code and permit compliance, support and maintenance for school district facilities, providing access to skilled and knowledgeable facility professionals skilled in traditional and alternative delivery methods, providing access to proven non-traditional project funding strategies and/or providing significant public benefits; and

WHEREAS, SDCSS and the participating public schools are each empowered by California law to establish the Authority and participate in the programs and activities undertaken by the Authority;

WHEREAS, the signatories hereto have determined that there is a need and a desire by Participating Public School Districts or Community Colleges to provide for cooperative facility services, which may include, but are not limited to, planning, programming, construction, modernization, code and permit compliance, support, operations and maintenance, and

NOW, THEREFORE, in consideration of the above facts and of the mutual promises herein contained, the SDCSS and Participating Public School Districts or Community Colleges do hereby agree to form and operate the Authority in conformance with the authority provided by Government Code Section 6500 et seq, and as set forth herein:

#### ARTICLE I

##### PURPOSE OF AGREEMENT

Section 1.01. Agreement Purpose. The purpose of this Agreement is to develop, operate and maintain a Facility Cooperative joint powers authority



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servicing K-12 public school districts and/or community colleges focusing on San Diego County but available elsewhere in the State of California as appropriate. SDCSS and the participating Public School Districts and/or Community Colleges, all acting by and through their governing boards, create this joint powers authority for the purpose of establishing a vehicle to allow SDCSS and the participating Public School Districts and/or Community Colleges to develop facility planning, construction and maintenance strategies, services and projects which may reduce the time to delivery and the overall cost of capital improvements, modernization, code and permit compliance, support and maintenance for school district facilities, provide access to skilled and knowledgeable facility professionals skilled in traditional and alternative delivery methods, provide access to proven non-traditional project funding strategies and/or provide significant public benefits.

Section 1.02. Facility JPA Description. This Agreement provides for the development, operation and maintenance of a Facility JPA servicing San Diego County and other locations in the State of California as appropriate. The JPA services/projects provided to JPA members may include, but not be limited to:

- a) Project Management Services
- b) Capital Facility Program Management
- c) Professional Services contracting
- d) Construction contracting
- e) DSA certification and Contract closeout
- f) Facility Inspection Tool (FIT) and Emergency Repair Program(ERP) and similar inspections and compliance
- g) Stormwater permit support
- h) Regional Construction Standards
- i) Developer fee support
- j) Long Range Facility Master Planning, including, but not limited to: Educational Specifications, demographics, and facility needs
- k) analysis and costing
- l) Major Maintenance and Preventative maintenance planning and execution
- m) Facility funding and financing, including State Facility Program support and other funding and financing options
- n) Planning, design and construction of non-traditional school facilities as permitted by California law, including but not limited to, charter school facilities or other alternatively funded/maintained facilities sponsored by JPA members

All current SDCSS Educational Facility Solutions Group consortium agreements are planned to be handled through the Facility JPA. This will minimize the overhead required to run the District Outreach Consortium, Stormwater



Consortia, and future initiatives such as professional services contracting, construction contracting, construction and DSA close-out, facilities inspection tool (FIT)/emergency repair program (ERP), major maintenance and other project management support from SDCSS, and accounting and documentation support through Colbi, Inc.. Each Participating Public School District or Community College will be able to opt in for all or part of the services provided. Services will provide an economy-of-scale approach with other Districts with similar needs so that each district gets the best value for the facilities support they need.

Section 1.03. Facility JPA Financing. The Authority shall use funds or any other alternative Contribution provided by each of the parties for the design, construction, renovation, furnishing, equipping, acquisition, installation and delivery of the Project (including any specific Project activities as described in Section 1.02) and shall enter into a "Project Agreement" as defined herein, with the appropriate parties necessary to facilitate desired Project activities and to provide for the assignment of those Project obligations to one of the parties, to be specified and mutually agreed to in such Project Agreement. Notwithstanding any other term in this Agreement, the parties shall each remain individually obligated for their respective share of the Mandatory Project Costs, as described and mutually agreed to in an appropriate Project Agreement.

Section 1.04. Facility JPA Funding. The SDCSS and Participating Public School Districts or Community Colleges shall each contribute its share of the Mandatory Project Costs, in proportion to its interest in the Project based in part on each party's participation in mutually agreed upon Project activities. Each party's designated share may be revised for specific Project activities pursuant to the terms of a "Project Agreement" as defined in Section 7.01 of this Agreement.

## **ARTICLE II**

### **DEFINITIONS**

Section 2.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"AAA" means the American Arbitration Association.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, now or hereafter amended.



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"Agency or Administering Agency" shall be the San Diego County Superintendent of Schools (SDCSS).

"Agreement" shall mean this Joint Powers Agreement as the same now exists, or as it may, from time to time be amended by any supplemental agreement entered into by the parties pursuant to the provisions hereof.

"Auditor" means the Auditor of the Authority appointed pursuant to Section 3.07 hereof.

"Authority" means the K-12 Public Schools and Community Colleges Facility Authority established pursuant to Section 1.01 hereof.

"Board" means the Board of Directors of the Authority referred to in Section 6.01 hereof, which shall be the governing body of the Authority.

"Consultant" means an independent contractor performing duties in an independent capacity and not as an officer, agent or employee.

"Contribution" means money, or alternative item of value including, but not limited to, real or personal property, goods, services, in-kind assets, deposits, bond revenues and special assessments, paid by Members to the Authority in return for some consideration/participation in the Project or Project activities, including but not limited to, service, equity, or support from the Authority, as provided for in this Agreement or as set forth in a Project Amendment.

"Executive Committee" means the committee established by Article IV.

"Facility Joint Powers Authority", "Facility JPA" or "FACJPA" means this agreement and all future amendments.

"Fiscal Year" means the period from July 1 of each year to and including the following June 30.

"Joint Powers Act" shall mean Article I of Chapter 5 of Division 7 of Title I of the Government Code of the State of California commencing with Section 6500 thereof.

"Joint Powers Authority" or "JPA" means this agreement and all future amendments.

"Mandatory Project Costs" means any and all capital costs to finance, service, insure, design, construct, renovate, furnish, equip, acquire, install, deliver and complete the Project, such that any Project premises have a fair



rental value that equals or exceeds the rental payments required to be made therefore.

"Member" means a public agency which belongs to the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY JOINT POWERS AUTHORITY.

"New Member" shall mean any new Participating Public School District or Community College that is not currently participating in this agreement.

"Obligations" as referred to herein, shall include, but not be limited to, all payments required by law, together with all reserves which have been established for the purpose of paying Authority debts.

"Operating Funds" mean the fund established by the Authority for the purpose of paying administrative and other costs of management services for the Authority.

"Project" means the joint Facility programs offered under this agreement ranging from "do-it-yourself" assistance for Districts to alternative delivery capital improvement projects for FACJPA members.

"Project Agreement" means a supplemental contract between Member(s) and the Authority to perform and fund work. The specific terms and conditions of the Project Agreement will be incorporated in this FACJPA upon approval of the Board of Directors, as further described in Section 7.01 herein. Project funding by member will be by auditor's transfer, escrow agreement or other mutually agreed method.

"Project Site" means any Project real property and all buildings, fixtures and improvements, if any, currently situated thereon, that shall be owned, operated, used, and/or occupied by the Authority as necessary to accomplish Project activities as described herein or pursuant to a Project Agreement.

"Pro Rata" for the purposes of calculating annual equity, annual deficits and/or withdrawal and complete termination of a Member from the Authority, means a Member's individual investment share in the Authority or as determined by specific project agreement.

"Public Capital Improvement" has the meaning given to such term in Section 6585 (g) of the Act, and includes, without limitation, facilities of a school district, or Authority, any other public buildings and any equipment necessary to support such facilities or buildings, as necessary to accomplish Project activities as described herein or pursuant to a Project Amendment.



"Public School District" means a school district, community college district, county board of education, or county superintendent of schools.

"San Diego County Board of Education" means a county board of education duly organized and existing under the laws of the State, and its successors and assigns.

"San Diego County Superintendent of Schools" or "SDCSS" means a county superintendent of schools duly organized and existing under the laws of the State, and its successors and assigns.

"State" means the State of California.

As used herein, words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

### **ARTICLE III**

#### **AGENCY**

Section 3.01. The Agency. The San Diego County Superintendent of Schools is hereby designated as the "Agency" for purposes of administering this Agreement on behalf of the Participating Public School Districts and Community Colleges, pursuant to the joint powers provisions of the Government Code of the State of California. As described herein, SDCSS shall, in administering this Agreement, have the power in the name of the Authority, subject to SDCSS's rules, regulations and procedures as well as the restrictions imposed by law upon the exercise of power of any one of the Participating Public School Districts and Community Colleges and the provisions of this Agreement, to make and enter into contracts, to employ agents and employees, and to incur debts, liabilities, or obligations necessary for the accomplishment of the purpose of this Agreement.

Section 3.02. Agreement & Authority Administration. The Agency shall provide day-to-day administration of the Authority consistent with this Agreement and any subsequent Project Agreement(s) as described herein.

The Agency, while acting in conformity with the directions of the Executive Committee and/or the Board of Directors, shall have authority, subject to budgetary and other limitations set forth herein, to carry out all functions authorized, including, but not limited to, making and entering into contracts, employing agents and employees, acquiring, holding, and disposing of personal & real property, and incurring debts, liabilities or obligations. The Agency may



receive, accept, and utilize the services of personnel offered by any Member and may accept and utilize property, real or personal, from any Member or its agents or representatives, and each Member is authorized to provide such services and property upon such terms as are agreed upon by the Member and the Agency.

The Agency shall implement directions given by the Executive Committee and the Board of Directors where said directions are legal and within budgetary limitations.

Section 3.03. Agency's Term. The Agency may decline to act as Administrator effective at the conclusion of any fiscal year, provided Agency has given at least six months prior notice. Such notice shall be in writing to the Board of Directors.

Section 3.04. Fund Accounting. The Agency shall be accountable for expenditures made from all funds and shall have authority within major objects of the funds to make any intra-budget transfers. All other transfers shall be approved in advance by the Executive Committee and reported to the Board of Directors for ratification.

Section 3.05. Debt Payment. The Agency shall process or cause to be processed payment for all debt in the manner provided in the bylaws, consistent with applicable laws and statutes.

Section 3.05. Personnel. The Agency shall supervise all personnel who are employed by it for purposes of this agreement in accordance with Agency practices and policies.

Section 3.06. Indemnification. The Authority shall defend and hold harmless the Agency from all liability and damages resulting from actions by the Board of Directors, the Executive Committee, or representatives of any participating Members, when acting on behalf of the Authority. In addition, the Agency shall defend and hold harmless the Authority for all liability and damages resulting from actions by the Agency.

Section 3.07. Fiscal Agency. The Agency shall be the Fiscal Agency for the Authority.

Cost for the Agency's services for the FACJPA shall be incorporated in each Project Agreement and include remuneration for all costs of operation of the Authority including, but not limited to, the employment of personnel, contracted services, operational expenses, audit expense, supervision, data processing services, and other related expenses. All Agency costs shall be provided for in the adopted or revised budget.





The Agency shall contract, with mutual agreement of the Executive Committee, with a Certified Public Accountant for an annual audit of the accounts, records, and financial affairs of the Authority and deliver such to the Executive Committee and Board of Directors. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members of the Authority and also with the Auditor-Controller of San Diego County. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants in making the audit(s) provided herein, shall be borne by the Authority.

Section 3.08. Property Custodian. The Agency shall be the custodian of all property of the Authority.

Section 3.09 Contracting Authority. The Agency shall have the authority to enter into and contract with professional consulting services as necessary to effectuate Project activities authorized pursuant to this Agreement or a Project Agreement, including, but not limited to architectural services, project management services, etc. The Agency shall not be required to obtain approval of the Executive Committee or the Board of Directors of any expenditure within the approved budget of an Executive Committee and/or Board of Directors approved Project Agreement or for individual expenditures which involve less than \$100,000. The Executive Committee shall have authority to approve Project Agreements and/or any individual expenditure \$100,000 or greater. All expenditures, regardless of their value, shall be ratified by the Board of Directors at their next scheduled meeting.

## **ARTICLE IV**

### **EXECUTIVE COMMITTEE**

Section 4.01. Establishment of the Executive Committee. The Executive Committee shall be elected by a majority vote of the Board of Directors to serve terms of office as may be established by the Board of Directors in its rules or bylaws.

A Member of the Executive Committee may be removed by the Board of Directors after missing three consecutive meetings. All vacancies, however arising, may be filled at any time by the affirmative vote of a majority of the Board of Directors. Interim appointments may be made by the Executive Committee until the next Board of Directors meeting.



The Executive Committee shall be responsible for assisting the Agency in the ongoing operations of the Authority, and shall carry out such other responsibilities as are delegated to it by the Board of Directors. The Executive Committee shall study and recommend to the Board of Directors changes in procedures, plans, and programs as appropriate.

The Executive Committee shall hold at least one regular meeting quarterly.

Electronic/telephonic meetings may be held pursuant to the provisions of the Ralph M. Brown Act of the California Government Code, as now and hereafter amended.

The presence of a majority of the Members of the Executive Committee shall constitute a quorum, except that less than a quorum may adjourn from time to time. An affirmative vote of at least a quorum of Members of the Executive Committee shall be necessary to constitute action and to transact business.

Section 4.02. Duties of the Executive Committee. The Executive Committee shall exercise its powers in the manner set for in Section 4.01. In addition, the Executive Committee is specifically empowered to:

- (a) Recommend to the Board of Directors for approval the formulas and methods for determining Authority contribution rates, additional assessments during the year, changes to programs and Projects, and the method by which new Members shall be allowed to participate in the Authority;
- (b) Ensure that the Agency maintains a complete and accurate system of accounting for all funds at all times;
- (c) Elect at its first regular meeting and thereafter as necessary a President and Vice President to serve as officers of the Executive Committee for terms of one (1) year;
- (d) Give direction to the Agency as to entering into contracts consistent with the terms of this Agreement;
- (e) Make appropriate periodic reports to the membership on the status of the Authority and its plans; and
- (f) Develop or cause to be developed and recommend to the Board of Directors for approval an annual budget for the Authority.
- (g) Fund transfers as defined in Section 3.04.





(h) Monitor and ensure all required funds are deposited/contributed by the Members as set forth in the applicable Project Agreement(s) to ensure that positive Project fund balances are maintained at all times and sufficient funding is always on hand to pay for Project work as it progresses. Neither the JPA, the Executive Committee or the Agency shall have any obligation to forward fund Project work.

(i) Approve Project Agreements.

(j) Approve induction of new members.

Section 4.03. Sub-Committees. As needed, the Executive Committee of the Authority will establish sub-committees that will serve under the direction of the Executive Committee. The sub-committees will investigate, study and make recommendations to the Executive Committee or the Board of Directors, as appropriate.

## **ARTICLE V**

### **TERM, ADDITIONAL PARTIES AND WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP**

Section 5.01. Term. This Agreement shall become effective on the Effective Date and shall remain in effect until such time as terminated by the parties hereto or pursuant to a court order. It is intended that this Agreement can be extended or amended consistent with the intent of the parties.

Section 5.02. Additional Parties. Any Participating Public School District or Community College who is an owner/operator of a Facility may become a member and party to this Agreement by execution of a copy of this Agreement by its proper and duly authorized officer(s). The Participating Public School District or Community College shall file a duly executed copy of the Agreement with the Administering Agency that is either executed by an authorized individual or is accompanied by an authorizing resolution adopted by its governing board. There shall be no cost/contribution required to become a member of the JPA. Any required costs/contributions shall be determined and memorialized at the time a specific project is considered in an appropriate Project Agreement as described further herein.

Section 5.03. Withdrawal. Any party in good standing may withdraw from this Agreement by providing three (3) months prior written notice to the Authority. Withdrawal pursuant to this section shall be effective three months from the date of the written notice unless otherwise mutually agreed by the parties subject to the provisions of Articles VII and VIII regarding financial liabilities for shared



interests. Each party shall bear its own costs should there be a Member withdrawal pursuant to this provision.

Section 5.04. Termination. A Member may be involuntarily terminated from the Authority at any time upon the recommendation of the Executive Committee and vote of two-thirds (2/3) of the Members of the Board of Directors. Involuntary termination from the Authority shall have the effect of eliminating the Member as a signatory of this Agreement and as a Member of the Authority, effective at the end of contract services provided under any applicable Project Agreement or fiscal year in which the action is taken or upon such other date as the Board of Directors may specify. Should a Member be involuntarily terminated from the Authority, reserve/escrow accounts may be established to cover all costs, liabilities, assessments or contingencies of the terminated Member and the Member shall continue to be liable and responsible for any costs, liabilities, assessments, or contingencies which exceed the amount set aside in the reserve/escrow accounts. Grounds for involuntary termination include, but are not limited to, the following:

1. Failure or refusal of a Member to abide by this Joint Powers Agreement, any amendment hereto or any applicable duly executed Project Agreement.
2. Failure or refusal to make contractual payments to the Authority per terms of any applicable duly executed Project Agreement.

## **ARTICLE VI**

### **BOARD OF DIRECTORS**

Section 6.01 Board of Directors The Authority shall be administered by a Board of Directors consisting of one Director from each Participating Public School District or Community College, unless and until such number is changed by amendment of this Agreement. The Board shall be called the "Board of Directors of the K-12 Public Schools and Community Colleges Facility Authority." All voting power of the Authority shall reside in the Board. Neither the Directors nor the alternative Directors shall receive any compensation for their service as Directors.

Explicit duties of the Board of Directors:

1. Approve induction of new Members
2. Amend JPA except as specifically noted in Section 3.09
3. Approve annual FACJPA budget



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4. Resolve disputes
5. Invoke termination proceedings

Section 6.02. Meetings of the Board.

- (a) Regular Meetings. The Board shall provide for at least one regular meeting annually to be held on or about the anniversary date of the establishment of the FACJPA. The date upon which, and the hour and place at which shall be approved by the Executive Committee.
- (b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act of the California Government Code, as now and hereafter amended.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the California Government Code, as now or hereafter amended.

Section 6.03. Minutes. The Agency shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director, and to the SDCSS and Participating Public School Districts or Community Colleges.

Section 6.04. Voting. Each Director shall have one vote.

Section 6.05. Quorum; Required Votes; Approvals. A majority of the total number of the Directors of the JPA shall constitute a quorum for the transaction of business including any members attending electronically/telephonically pursuant to the provisions of the Ralph M. Brown Act of the California Government Code, as now and hereafter amended.

Unless otherwise required pursuant to this Agreement, a Project Agreement or applicable law, the affirmative vote of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board. The only action that less than a quorum may take is to adjourn a meeting as necessary due to the lack of a quorum.

Section 6.06. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof and shall have such express or implied authority as is not inconsistent with or contrary to the laws of the State and this Agreement.



Section 6.07. Assumption of Responsibilities by Authority. As soon as practicable after the execution of this Agreement, an initial meeting of the Board shall be conducted wherein such Board shall undertake the responsibilities of the Authority.

Section 6.08. Membership. Each party to this Agreement must be eligible for membership in the Authority as defined herein and shall become a Member of the Authority on the effective date of this Agreement, except as provided herein below. Each party which becomes a Member of the Authority shall be entitled to the rights and privileges of, and shall be subject to the obligations of, Membership as provided in this Agreement.

- (a) All K-12 public schools and community colleges located in the State of California may apply for membership in the Authority. Membership is contingent upon being a party to this Joint Powers Agreement.
- (b) Should a Member or Members reorganize in accordance with State statutes, the successor-in-interest or successors-in-interest to the obligations of any such reorganized Public School District or Community College shall be substituted as a party or parties to the Agreement. All rights, obligations, and responsibilities of any such reorganizing Member shall remain continuing obligations of the successor-in-interest as described in the applicable Project Agreement.
- (c) Public School Districts or Community Colleges applying for membership in the Authority after the initial FACJPA Board Meeting shall be subject to review and approval by Board of Directors.

## **ARTICLE VII**

### **INTERESTS; ACCOUNTS AND REPORTS; FUNDS**

Section 7.01. Project Agreements, Project Interests of SDCSS and Participating Public School Districts or Community Colleges. As described above, there shall be no cost to any Participating Public School District or Community College to join the JPA. Any costs/contributions necessary for a Project activity shall be determined pursuant to a written Project Agreement(s). The SDCSS and Participating Public School Districts or Community Colleges shall enter into a Project Agreement prior to execution of any Project activities for the purpose of setting forth each party's percentage interest in the Project or certain specific Project activities (a "Project Agreement"). The Project Agreement shall also include all applicable and necessary terms and conditions for the performance of all contemplated Project activities, including, but not limited to,



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scope of work, required monetary or in-kind contributions, insurance, indemnification, termination rights, all applicable general conditions for the Project activities etc. The percentage interests of SDCSS and Participating Public School Districts or Community Colleges in any such assets, as described in the applicable Project Agreement(s) may be modified, from time to time, by written agreement between the SDCSS and Participating Public School Districts or Community Colleges or as required by the terms and conditions of this Agreement or the laws of the State. Such modifications may be accomplished without the consent of any other person or entity; provided, however, that no such modification shall adversely affect obligations the SDCSS and Participating Public School Districts or Community Colleges may have under any tax exempt financing obligations.

Section 7.02. Contributions. The SDCSS and Participating Public School Districts or Community Colleges may in the appropriate circumstances when required hereunder, or when either party otherwise so elects, subject to any restrictions under State or federal law, make contributions or advances of their own funds for authorized purposes of the Authority as set forth in this Agreement or in a Project Agreement, certain of such advances to be repaid as specified herein or as otherwise mutually agreed, and use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6513 of the California Government Code are hereby incorporated into this Agreement by reference.

Section 7.03. Credit to SDCSS and Participating Public School Districts or Community Colleges. Unless otherwise provided in this Agreement, all accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and interest earned or accrued thereon, shall inure to the benefit of the SDCSS and Participating Public School Districts or Community Colleges in the respective proportions for which such funds or accounts were created.

Section 7.04. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Agency shall act as treasurer and fiscal Agent of the Authority, and shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority in the hands of the trustee or the Agency shall be open to inspection at all reasonable times by representatives of the SDCSS and Participating Public School Districts or Community Colleges. The Agency or the Auditor, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the SDCSS and Participating Public School Districts or Community Colleges to the extent such activities are not covered by the report of such trustee.



Section 7.05. Funds. Subject to the applicable provisions of any Project Agreement(s) and/or any indenture or agreement thereunder which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Agency of the Authority shall receive, have custody of and disburse Authority funds as nearly as possible in accordance with the Project Agreement, and generally accepted accounting practices, and shall make the disbursement required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

## **ARTICLE VIII**

### **DEFAULTS AND REMEDIES; ARBITRATION**

Section 8.01. Default; General Rights and Remedies. If the SDCSS or Participating Public School Districts or Community Colleges shall breach any term, covenant, or condition contained in this Agreement, such party shall be deemed to be in default under this Agreement, and the Authority and the non-defaulting parties shall each have the right to enforce all of its rights and remedies regarding such default which are provided under State or federal laws.

Section 8.02. Additional Rights and Remedies. If the SDCSS or Participating Public School Districts or Community Colleges shall fail to (a) make or meet any required payment, contribution or obligation to the Authority or any other party for Project design, consulting, construction or related actions or for Project operations by the close of business on the date such payment, contribution or obligation is due, and such payment, contribution or obligation exceeds \$5,000.00; and (b) cure or remedy such default within ten days thereafter, then and in any such event, in addition to any rights and remedies available under State or federal law, the Authority under certain circumstances and the non-defaulting party under all circumstances shall have all the following rights and remedies:

(1) The non-defaulting parties or the Authority may, for the purpose of protecting their economic interest or financial rating or mitigating possible financial hardship or loss, or for the purpose of protecting the Project, pay and/or advance, on behalf of the defaulting party, an amount equal to the contribution, payment or obligation of the defaulting party, or, if permitted by law, pay and/or advance such amount as may be required to meet the defaulting party's respective payments or any other obligation. If permitted by law, such right to pay, advance or meet the defaulting party's respective payments or other obligations shall not continue for a period longer than needed to provide the non-defaulting parties reasonable time to evaluate and implement their respective alternatives as provided herein. In addition, any payment or advance made hereunder by a non-defaulting party or the Authority shall be a liability of the defaulting party which shall be due and owing to the party making or advancing





such payment forthwith including associated interest and costs. In addition, and notwithstanding such advance and/or payment, the defaulting party shall not be relieved of its obligations and duties to the Authority during any period, or portion thereof, during which the non-defaulting parties or the Authority makes such payments, contributions and/or advances as provided above.

(2) The Authority or non-defaulting parties may choose and designate another qualified public entity to assume the rights and obligations of the defaulting party if permissible pursuant to California law, and mutually agreed to in writing by the Authority and the applicable non-defaulting parties.

(3) The non-defaulting parties may terminate and liquidate the Authority pursuant to applicable California law and if mutually agreed to in writing by the Authority and the applicable non-defaulting parties, but only upon the payment and discharge of all the obligations of the Authority, including, without limitation, any Bonds or other indebtedness. Unless otherwise altered or amended by an applicable Project Agreement upon termination, the non-defaulting parties shall also herein possess an irrevocable option to acquire all of the assets of the Authority at a price equal to the equity value of the defaulting party's interest, determined in the annual audit as set forth in Section 3.07 hereof. Until such a time as the non-defaulting party has completed the termination and liquidation, including the payment and discharge of all the obligations described above, each of the parties agree that they shall remain liable under all the terms and obligations described in this Agreement. In addition, and following the termination and liquidation of the Authority and the payment and discharge of all of the obligations, each of the parties agree that any obligation based on the equity value of its interest in the Authority and the assets of the Authority determined in the manner set forth in Section 3.07 hereof, shall survive the termination of any agreements by and between the parties.

(4) Each of the parties to this Agreement and the Authority herein irrevocably consent to a non-defaulting party's rights as above-described to sublease, nominate another qualifying public entity or terminate and acquire as above described and further irrevocably appoint such non-defaulting party as their attorney in fact, which appointment shall be deemed to be coupled with an interest, to execute any and all documents and to further carry out the terms and conditions of the remedies as provided for herein.

Section 8.03. Effect on Bondholders' Rights and Remedies. Notwithstanding the foregoing or any other provision of this Agreement and consistent with applicable California law, no right or remedy described in this Article 8 shall be valid or have any force or effect to the extent that it would in any way (a) impair the rights and remedies of the trustee or the holders of any Bonds issued by the Authority, described in any trust agreement, indenture, lease or



other instrument securing such Bonds, (b) discharge any obligation of SDCSS, participating Public School District or Community College, or the Authority under any such trust agreement, indenture, lease or instrument, or (c) impair the exclusion from gross income for federal income tax purposes of the interest on the Bonds and in the event that a substitute public entity is designated pursuant to Section 8.02(3), an opinion of independent counsel of recognized national standing in the field of municipal finance must be delivered to the effect that such exclusion is not thereby impaired.

Section 8.04. Mediation and Arbitration. Any controversy or claim between the parties to this Agreement, or between any such party or parties and the Authority, in respect to the Authority operations, or to any claims, disputes, demands, differences, controversies or misunderstandings arising under, out of, or in relation to, this Agreement, or any breach hereof, shall be first subject to non-binding mediation submitted to mutually agreed upon mediator. If any claims or disputes are not resolved through mediation, they shall then be determined by arbitration. The party desiring to initiate mediation and then arbitration shall give notice of its intention to mediate and arbitrate to every other party to this Agreement and the Authority. The parties shall mutually agree upon an inconsistency herewith, the rules of the AAA shall apply.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 9.01. Notices. All notices to be given pursuant to this Agreement shall be in writing and either: (i) sent by certified mail, return receipt requested, in which case notices shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, (ii) sent by nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with the courier, or (iii) by facsimile (fax) or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by facsimile (fax) or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as reflected in Exhibit "B" (**List of Participating School Districts and appropriate contact information**) attached hereto and incorporated herein, and as may be amended from time to time.

Section 9.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 9.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.



SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA



Section 9.04. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 9.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by this Agreement.

Amendments to this agreement may be required to:

1. contract with the owners of the Bonds issued by the Authority,
2. comply with applicable regulations or laws of any jurisdiction having authority, or
3. make changes to these provisions that are in the best interest of the Authority.

Amendments shall only be made to this agreement by one or more supplemental agreements or amendments executed by two thirds vote of all parties in good standing to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any Local Agencies heretofore or hereafter created) in pursuit of the purposes of this Agreement.

Section 9.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 9.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 9.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the SDCSS and Participating Public School Districts or Community Colleges, respectively. Except as otherwise provided in this Agreement, neither the District(s) nor SDCSS, may assign any right or obligation hereunder without the written consent of the others.

Section 9.09. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute but one and the same Agreement.



Section 9.10. Force Majeure. SDCSS shall not be responsible for any loss or breach due to delay in delivery or performance hereunder caused by governmental regulations, controls or directions, outbreak of a state of emergency, acts of God, war, hostilities, civil commotion, riots, epidemics or other natural casualties or fires beyond the reasonable control of the parties. Any such delays shall not be deemed a breach of or failure to perform this Agreement or any part thereof and the date on which any obligations hereunder are due to be fulfilled shall be extended for a period of time equal to the time lost as a result of such delays.

Section 9.11. Acknowledgment of Prudent Review

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

(The balance of this page is intentionally left blank.)



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

For the first two FACJPA members:

DATE: \_\_\_\_\_

AGENCY: SAN DIEGO COUNTY  
SUPERINTENDENT OF  
SCHOOLS

BY:

\_\_\_\_\_  
(signature)

NAME: Lora Duzyk

TITLE: Assistant Superintendent  
Business Services

DATE: \_\_\_\_\_

MEMBER:

\_\_\_\_\_  
(Name of District/College)

BY:

\_\_\_\_\_  
(Signature)

PRINT NAME:

\_\_\_\_\_  
PRINT TITLE:

\_\_\_\_\_  
DISTRICT ADDRESS:



SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA

For members joining established FACJPA:

DATE: \_\_\_\_\_ for FACJPA:

BY:

\_\_\_\_\_  
(signature)

NAME: Mikal H. Nicholls

TITLE: FACJPA Secretary

DATE: \_\_\_\_\_ MEMBER:

\_\_\_\_\_  
(Name of District/College)

BY:

\_\_\_\_\_  
(Signature)

PRINT NAME:

\_\_\_\_\_  
PRINT TITLE:

\_\_\_\_\_  
DISTRICT ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA

DATE: \_\_\_\_\_

AGENCY: SAN DIEGO COUNTY  
SUPERINTENDENT OF  
SCHOOLS

BY:

\_\_\_\_\_  
(signature)

NAME: Lora Duzyk

TITLE: Assistant Superintendent  
Business Services



SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA



SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA  
PROJECT AGREEMENT  
\*\* S A M P L E \*\*

1ST PROJECT AGREEMENT BETWEEN

XYZ SCHOOL DISTRICT

AND THE

San Diego county energy authority JPA

This First Project Agreement by and between the SAN DIEGO COUNTY ENERGY AUTHORITY ("AUTHORITY"), and XYZ SCHOOL DISTRICT ("XYZUSD") is made this 7th day of May, 2011. Authority and "XYZUSD" are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the XYZUSD became a Member of the K-12 Public Schools and Community Colleges Facility JPA (FACJPA Agreement) on March 10, 2011 for developing facility planning, construction and maintenance strategies, services and projects which may reduce the time to delivery and the overall cost of capital improvements, modernization, code and permit compliance, support and maintenance for school district facilities, providing access to skilled and knowledgeable facility professionals skilled in traditional and alternative delivery methods, providing access to proven non-traditional project funding strategies and/or providing significant public; and

WHEREAS, AUTHORITY desires to perform the Additional Work for the XYZUSD as part of its performance of its duties under the FACJPA Agreement; and

WHEREAS, AUTHORITY and the XYZUSD have negotiated in good faith and desire to include the Additional Work in the FACJPA Agreement pursuant to this Project Agreement.

AGREEMENT

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



SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA



SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA  
PROJECT AGREEMENT  
\*\* S A M P L E \*\*

A. AUTHORITY and XYZUSD mutually desire to enter into a Project Agreement to include the following Work:

1. add: "Task Order No. 1 - Lease-Lease Back financing and Design-Build delivery of a \$5M Capital Improvement Project at **(fill in the blank for location)** campus for DISTRICT: Provide consulting and administrative service to deliver a LLB/D-B alternative delivery facility for DISTRICT. The project shall include **(fill in the blank for scope, can reference attachments including Education Specifications, Criteria Documents, or District Maintenance standards)**, start in May 2011, open for use in May 2012 and be leased for no more than 30 years.

Deliverables.

- a. Develop project criteria through with DISTRICT stakeholders and Authority provided criteria designer.
- b. Provide LLB financing plan for DISTRICT approval.
- c. Provide XYZUSD Board of Education resolutions to enable the Authority to delivery the required service.
- d. Make all financial, risk management and construction/consultant/lease payments.
- e. Administer the project until the Lease-Leaseback agreement is completed or the Lease-Leaseback agreement is terminated.

Reimbursable Expenses (at cost)

- a. Printing
- b. Travel (not included in meeting hours)
- c. Mileage (at Federal mileage reimbursement rate)
- d. Per diem for out of town travel (not to exceed State of California approved per diem rate or SDCSS reimbursable rates, which ever is more restrictive)
- e. Photocopying
- f. Delivery

Task Order No. 1 Not to exceed fee: \$300,000.00 plus \$6,000.00 for miscellaneous reimbursables per year of this Project Agreement.





SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA  
PROJECT AGREEMENT  
\*\* S A M P L E \*\*

2. The total compensation for this Project Agreement and all previous Project Agreements with the DISTRICT, to include payment for the Additional Work described above as follows:

Total contract fee is \$300,000 for Task Order No. 1 plus \$6,000 allowance for reimbursables for each year of the Project Agreement.

3. The schedule for work product delivery including this Project Agreement is amended as follows:

Contract term remains unchanged. Work to be completed as noted in Task Orders.

- B. This Project Agreement shall only be effective upon the execution by both the AUTHORITY and the "XYZUSD".
- C. This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- D. If any provision of this Project Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.
- E. This Project Agreement shall affect only the sections referred to herein, and all other terms and conditions of the Agreement between AUTHORITY and the XYZUSD, shall remain in full force and effect.

Acknowledgment of Prudent Review

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



SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA





SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA  
PROJECT AGREEMENT  
\*\* S A M P L E \*\*

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

DATE:

AGENCY:

SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS

BY: \_\_\_\_\_  
(signature)

NAME: Lora Duyzk

TITLE: Assistant Superintendent  
Business Services

DATE:

PUBLIC  
SCHOOL: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

PRINT  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SCHOOL



ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAN DIEGO COUNTY  
SCHOOL FACILITY AUTHORITY JPA

Page 27 of 27

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-5 New Business  
Authorization to Submit Application for NFL Grant Funding at Parkway Middle School

---

The District is seeking permission to apply for the 2010 NFL Grassroots Field Grant Program. This grant will be in partnership with the NFL Youth Football Fund and the Local Initiatives Support Coalition.

The District plans to utilize the \$200,000 grant to help finance the resurfacing of the artificial turf field at the Jr. Seau Sports Complex at Parkway Middle School and will work with the La Mesa Parks and Recreation Department as the in-kind matching contributor. This award, with the City's match, and perhaps a smaller amount from Dianne Jacob, San Diego County Board of Supervisors, will put the Jr. Seau Sports Complex well on its way to full restoration for many future athletes and students at Parkway Middle School.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board authorize the District to submit an application for NFL Grant Funding at Parkway Middle School.

**La Mesa-Spring Valley School District**  
**GOVERNING BOARD AGENDA**  
**December 7, 2010**

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

**ITEM NUMBER:** B-6 New Business  
Adoption of Annual Developer Fee Report for Fiscal Year 2009-10

---

Pursuant to Government Code Section 66006(b) the District is required to prepare an annual report of the developer fees collected for residential and commercial development projects within 180 days of the end of the fiscal year. The reports must be reviewed by the Board at a regularly scheduled public meeting.

The District's Annual Developer Fee Report for fiscal year 2009-10 is attached, and was made available for public review at least 15 days prior to the public meeting, as required by law.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Annual Developer Fee Report.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
ANNUAL DEVELOPER FEE REPORT  
FOR FISCAL YEAR 2009-10**

**I. Introduction**

This Annual Developer Fee Report for fiscal year 2009-10 (Report) provides an annual accounting of school facilities fees collected by the La Mesa-Spring Valley School District (District) during fiscal year 2009-10 as required by Government Code Section 66006(b).

**II. Description of School Facilities Fees in Capital Facilities Fund**

The District collects school facilities fees from the owners of residential, commercial, and industrial development projects to partially mitigate the costs of providing interim and permanent school facilities to students generated from such development projects. School facilities fees collected by the District consist of the following:

- Fees collected pursuant to Education Code Section 17620 and Government Code Section 65995 referred to herein as “Statutory School Fees”, currently in the amount of \$1.27 per square foot of residential development and \$0.20 per square foot of commercial and/or industrial development.

The school facilities fees described in the Report do not include letters of credit, bonds, or other instruments to secure payment of school facilities fees at a later date.

**III. Capital Facility Fund Activity for Fiscal Year 2009-10**

Beginning Balance as of 7/1/09	<u>\$ 723,233.63</u>	
Statutory School Fees Collected	( <u>\$88,030.21</u> )	(For Detail: See Item IV – on page 2)
Interest Earned	<u>\$ 6,027.97</u>	
Expenditures	<u>\$ 7,470.00</u>	(For Detail: See Item V – on page 2)
Ending Balance as of 6/30/10	<u>\$ 633,761.39</u>	

**IV. Statutory School Fees Collected for Fiscal Year 2009-10**

RECEIVED FROM	NAME OF DEVELOPMENT	TYPE OF DEVELOPMENT	AMOUNT
Lakeview Homes at the Pointe, LLC	Pointe Lakeview	Refund: 88 Condos cancelled	(\$117,729.64)
Various	-----	4 Single Family Residences	\$10,448.23
Various	-----	20 Residential Additions	\$18,689.00
Various	-----	3 Commercial/Industrial	\$562.20
<b>Total Fees Collected</b>			<b>(\$88,030.21)</b>

V. Public Improvement Expenditures Made from Capital Facilities Fund for Fiscal Year 2009-10

PUBLIC IMPROVEMENT PROJECT	PERCENT FUNDED WITH SCHOOL FACILITIES FEES	AMOUNT
Security Fencing At Murdock Elementary	100%	\$7,470.00
<b>Total Public Improvement Expenditures</b>		<b>\$7,470.00</b>

VI. Identification of Incomplete Projects

The District must identify the approximate date by which the construction of project(s) of the District will commence if the District determines that sufficient funds have been collected to complete financing on incomplete project(s) of the District.

**Finding:**

**In regards to school facilities, the District has thirty-four relocatable classrooms that are more than 35 years old. To the extent possible, the District will evaluate and replace older relocatable classrooms as needed. Other demands and unforeseen developments will obviously dictate the extent to which these replacements can be accomplished.**

**Below is an age schedule of these relocatable classrooms.**

AGE	NUMBER	REPLACEMENT COST
35-40 Years Old	1 Classroom	\$110,000
40-45 Years Old	20 Classrooms	\$2,200,000
45-50 Years Old	3 Classrooms	\$330,000
Over 50 Years Old	10 Classrooms	\$1,100,000

VII. Description of Each Interfund Transfer or Loan Made from the Capital Facilities Fund in Fiscal Year 2009-10 and Description of Public Improvement on which the Transferred or Loaned Fees will be Expended

**Finding:**

***A Board-approved short-term loan of \$630,000.00 was made to the General Fund for the payment of obligations.***

VIII. Refunds Made Pursuant to Government Code Section 66001(e) and (f)

**Finding:**

**No refund of school facilities fees is required, as the District has not collected sufficient funds to complete the financing of necessary public improvements to accommodate students generated from new development.**

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-7 New Business  
Adoption of Five-Year Developer Fee Report for Fiscal Year 2009-10

---

Pursuant to Government Code Sections 66001(d) the District is required to prepare a five-year report of the developer fees collected for residential and commercial development projects within 180 days of the end of the fiscal year. The reports must be reviewed by the Board at a regularly scheduled public meeting.

The District's Five-Year Developer Fee Report for fiscal year 2009-10 is attached, and was made available for public review at least 15 days prior to the public meeting, as required by law.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Five-Year Developer Fee Report.

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
FIVE-YEAR DEVELOPER FEE REPORT  
FOR FISCAL YEAR 2009-10**

Pursuant to Government Code Section 66001(d) the La Mesa-Spring Valley School District (“District”) shall make all of the following findings with respect to that portion of the Capital Facilities Fund remaining unexpended, whether committed or uncommitted:

**Findings:**

1. Identification of the Purpose to Which the Fees are to be Put:

**The purpose of the developer fees imposed and collected on new residential, commercial and industrial development within the District is to fund school facilities required to serve the additional grade K-12 students generated by such new development within the District. Specifically, the fees will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities to add new classrooms and technology, as well as acquiring and installing additional portable classrooms.**

2. Demonstration of a Reasonable Relationship Between Developer Fees and the Purposes for Which They are Charged:

**There is a roughly proportional, reasonable relationship between the new residential, commercial and industrial development upon which fees are charged and the need for additional school facilities. Additional students will be generated from new development within the District and the District does not have existing capacity in its schools to accommodate these new students. The fees charged on new development will be used to fund school facilities necessary to serve the students generated from new development. The fees do not exceed the costs of providing school facilities for new students.**

3. All Sources and Amounts of Funding Anticipated to Complete Financing of the School Facilities the District has Identified as Incomplete in the District’s Annual Capital Facilities Fund Developer Fee Report for 2009-10

**The District relies on developer fee collections to finance the school facilities identified in the Annual Capital Facilities Fund Developer Fee Report. It has no revenue from other traditional financing sources (mitigation payments, Community Facilities Districts, or Redevelopment Pass-Through Agreements), and has no plans currently to raise additional financing through Certificates of Participation or General Obligation Bonds.**

**Currently, developer fee collections are at historically low levels, as evidenced by the level of 2009-10 collections.**

4. Approximate Date on Which the Funding Referred to in Paragraph 3 above is Expected to be Deposited in the Appropriate Account or Fund:

**Given the correlation between overall economic activity and developer fee collections, funding for these projects will likely be available only upon improvement in general economic conditions.**



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-8 New Business  
**Ratification to Enter into Ground Lease Agreement with the County of San Diego for a Multi-Use Field at La Presa Middle School**

---

The District and County of San Diego have a mutual interest in replacing the existing football field at La Presa Middle School with an artificial turf football field and a grass soccer field. To date, two grants have been written to secure the needed funding for the project. The next step in the process is to enter into an agreement with County of San Diego regarding the use and terms for the fields.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended ratification be granted to enter into the attached Ground Lease Agreement with the County of San Diego for a Multi-Use Field at La Presa Middle School.

**GROUND LEASE AGREEMENT**

MULTI-USE FIELD AT LA PRESA MIDDLE SCHOOL

**SITE:** 5 ACRES AT LA PRESA MIDDLE SCHOOL GROUNDS, 1001  
LELAND STREET, SPRING VALLEY

**APN:** Portions of APNs 584-540-09, 584-540-08,  
584-540-25

**LESSEE:** COUNTY OF SAN DIEGO, a political subdivision of  
the State of California

**LESSOR:** LA MESA-SPRING VALLEY SCHOOL DISTRICT, a public  
school district organized and existing under the  
laws of the State of California

COUNTY CONTRACT NO.: \_\_\_\_\_

**GROUND LEASE AGREEMENT**

**County Department of Parks & Recreation  
Multi-Use Field at La Presa Middle School**

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GROUND LEASE AGREEMENT

County Department of Parks & Recreation  
Multi-Use Field at La Presa Middle School

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GROUND LEASE AGREEMENT

County Department of Parks & Recreation  
Multi-Use Field at La Presa Middle School

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**GROUND LEASE AGREEMENT**

**County Department of Parks & Recreation  
Multi-Use Field at La Presa Middle School**

THIS GROUND LEASE AGREEMENT ("Lease") is made and effective as of \_\_\_\_\_, by and between La Mesa - Spring Valley School District, a public school district organized and existing under the laws of the State of California ("District") as Lessor, and the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County") as Lessee.

**RECITALS**

A. District is the fee owner of certain real property known as La Presa Middle School, which includes approximately five (5) acres of vacant land, more fully described below and on the attached Exhibit "A" ("Premises").

B. County and District desire to consider the use of the Premises for construction of a multi-use sports field and related facilities to be jointly used by County and District for the provision of education, recreation and community services.

C. Sections 10900, et seq., of the California Education Code authorize and empower District and County to cooperate with one another for the purpose of organizing, promoting and conducting programs of community recreation which will contribute to the attainment of general educational and recreational objectives for the community.

D. Section 10910 of the California Education Code authorizes the District to use its buildings, grounds and equipment or to grant the use of its buildings, grounds or equipment to any other public authority for community recreational purposes.

E. District desires to lease the Premises to County and County desires to lease the Premises from District for the purposes set forth in this Lease.

**ARTICLE 1**  
**PREMISES**

1.1 Lease of Premises. District hereby leases to County and County hereby leases from District, upon the covenants and conditions hereinafter set forth, the Premises, approximately five (5) acres of vacant land, delineated on Exhibit "A" attached hereto and by this reference made a part hereof.

R6973dab\_Parks-GroundLease\_SportsField\_1001LelandSt\_SprngVly\_2010

Except as expressly provided to the contrary in this Lease, references to the "Premises" are to the described land plus any described appurtenances, including any improvements now or hereafter located on the Premises, without regard to whether ownership of such improvements vests in the District or in the County during the Term.

1.2 County's Right to Grant Easements or Rights of Way. Upon the request of County, District (as owner of the Premises) will execute, acknowledge and deliver to County for recording, any grant of easement to public entities or public service corporations, for the purpose of serving the Premises for its permitted use, rights of way or easements on or over the Premises for poles or conduits or both for telephone, electricity, water, sanitary or storm sewers or both, and for other utilities and municipal or special district services. Prior to execution, District shall review and approve all easements, which approval will not be unreasonably withheld. Grants of easements made under the authority of this Section 1.2 shall be limited to the Term.

1.3 Ownership of Personal Property and Improvements. The rights and obligations of the parties regarding the ownership of personal property, and Improvements (as that term is defined in Article 5) on the Premises, shall be as follows:

1.3.1 Ownership of Personal Property. Subject to the provisions of the following Section 1.3.2, "Ownership of Improvements and Fixtures", all of County's furnishings, signs and other personal property not permanently affixed to the Premises or to any Improvements (collectively referred to as "Personal Property" in this Lease) shall remain the property of County; all of the District's furniture, furnishings, signs and other personal property not permanently affixed to the Premises or to any Improvements shall remain the property of the District.

1.3.2 Ownership of Improvements and Fixtures. Following approval of this Ground Lease by the County Board of Supervisors, County may seek funding for construction of a new sports facility on the Premises. Any Improvements together with all fixtures permanently attached to the Premises or to any Improvements located thereon (collectively referred to in this Lease as "Improvements"), shall remain the property of County during the Term. Upon expiration of the Term, ownership of such Improvements shall revert to District.

1.4 Existing Improvements. At the time of the Lease execution, the site is a vacant dirt field, and there are no existing Improvements.

## **ARTICLE 2**

### **TERM**

2.1 Term. The term ("Term") shall commence upon approval of this Lease by the Board of Supervisors and the District's governing board ("Commencement Date"), and shall continue for Fifteen years (15 years), unless sooner terminated as hereinafter provided in this Lease. Except as may be otherwise specifically stated in this Lease or in any subsequent amendments to this Lease, the terms and conditions of this Lease shall remain in effect for the entire Term, including any extension, renewal or holdover thereof.

2.2 County's Early Termination Rights. This Lease may be terminated by County, at its sole option, at any time, by giving District no less than 180 days prior written notice thereof. If County elects to terminate this Lease, ownership of the Improvements constructed on the Premises by County, if any prior to the time of termination, shall revert to the District, at no cost to the District.

2.3 Holding Over. If County remains in possession of the Premises, for any reason, after the expiration of the term of this Lease without executing a new lease, or after District has declared a forfeiture by reason of a default by County, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy.

## **ARTICLE 3**

### **USE OF PREMISES**

3.1 County and District shall jointly use the Premises for sports activities in its current, unimproved condition while the County seeks funding for construction of a new sports facility on the Premises.

3.2 County may use the Premises for construction of Improvements (as defined in Article 5) and any lawful use mutually agreed upon by District and County, including community recreation programs and activities, educational programs and other associated uses ("County's Intended Use"). To the District's knowledge, County's Intended Use of the Premises is



in compliance with existing laws and insurance policies affecting the Premises.

3.3 The Premises shall be jointly used for sports activities by the County and District in accordance with an operating agreement to be negotiated between the parties ("Operating Agreement").

3.4 The Operating Agreement shall include a process for scheduling use of the Premises during school and non-school hours. District shall have the sole use of the Premises during school hours. County shall schedule use of the Premises during non-school hours. District and County shall work together to schedule District's use, when needed, for non-school hours. The parties shall cooperate in good faith to schedule use of the Premises in a fair and equitable manner.

#### **ARTICLE 4**

##### **RENT**

4.1 Rent for the Term is waived as consideration for County's potential improvement of the Premises and District's use of such Improvements. On or prior to the expiration of the initial Term, County may extend the Term on the same terms and conditions of this Lease.

4.2 County shall have the right to terminate the Lease, in accordance with Section 2.2.

#### **ARTICLE 5**

##### **CONSTRUCTION OF IMPROVEMENTS**

5.1 District hereby authorizes County to construct sports facilities upon the Premises all at County's sole cost and expense ("Improvements"). Prior to the County commencing construction of the Improvements, County shall submit preliminary concept plans for the proposed facilities ("Improvement Plans") to District for approval, which approval shall not be unreasonably withheld.

5.2 District's failure to provide a written response to County's request for it to review the Improvement Plans within twenty (20) days of County's delivery thereof to District shall be deemed to constitute District's approval of such plans.

5.3 Title to the Improvements constructed by County shall at all times during the Term remain vested in County. Upon

expiration of the Term or any extension thereof, ownership of the Improvements shall revert to District.

5.4 The Improvements shall be constructed and all work on the Premises shall be performed in accordance with all valid laws, ordinances and regulations of all federal, state, county or local governmental agencies having jurisdiction over the Premises, including but not limited to the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder, as amended from time to time. All work performed on the Premises under this Lease shall be done in a good and workmanlike manner.

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

5.6 District acknowledges that, at the time of execution of this Lease, no funding for specific project has been identified or established. This lease grants County the right to construct the project, at no cost to the District, but not the obligation.

## **ARTICLE 6**

### **UTILITIES, CUSTODIAL SERVICE AND MAINTENANCE**

6.1 Utilities. During the Term, District is responsible for the expense of all utility services supplied to the Premises or Improvements, such utilities including gas and electric, water, trash services. Any organization allocated by the County to use the Premises or Improvements on a particular date shall contribute a proportional amount for the expense of utilities on that date.

6.2 Custodial Service. Custodial service for clean-up immediately following a sports event or practice or other use of the Premises or Improvements, shall be provided by the organization allocated by the County to use the Premises or Improvements on that date. Custodial service on a daily basis shall be provided by District.

6.3 Maintenance. Maintenance of the Premises, including debris and graffiti removal, weed abatement, pest control and site security shall be the District's sole responsibility.

**ARTICLE 7**  
**QUIET ENJOYMENT**

7.1 Quiet Enjoyment of Premises. Upon the parties hereto performing their obligations hereunder, County and District shall peacefully and quietly have, hold and enjoy the Premises throughout the Term and any extensions thereof, without hindrance, ejection or molestation by the other party, any person lawfully claiming through or under District or any person claiming prior rights to District to the Premises.

7.2 Right of Entry. District reserves the right for any of its duly authorized representatives to enter the Premises at any reasonable time for any reasonable actions, including posting notices of non-responsibility for works of construction made by County. In doing so, District shall not interfere with County's enjoyment and use of the Premises and Improvements.

**ARTICLE 8**  
**INSURANCE**

8.1 District's Insurance Obligations. District shall provide and maintain the following programs of insurance.

8.1.1 General Liability. General Liability insurance with limits of not less than the following:

General Aggregate:	\$4 million
Each Occurrence:	\$2 million

Such insurance shall name the County, its officers, employees, agents and volunteers as additional insureds.

8.1.2 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

8.1.3 Certificates of Insurance. District shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than ten (10) days prior to the Commencement Date, deliver to County copies of the insurance certificates evidencing the same, together with appropriate separate endorsements thereto, evidencing that District has obtained such coverage for the period of the Lease. Thereafter, copies of renewal certificates and appropriate separate endorsements thereof shall be delivered to County within thirty (30) days prior to the expiration of the term of any policy required herein.

## 8.2 County's Insurance Obligations.

8.2.1 County maintains a policy of All-Risk Insurance covering the County's personal property in the Premises, including any fixtures or equipment in the Premises owned by County. The County utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out of its use or occupancy of the Premises.

8.2.2 County Contractors. Throughout the period of construction, County shall require its contractors to provide and maintain, or County shall provide and maintain, types and limits of insurance coverage appropriate to the project, at no cost to the District. All contractor insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County or the District. The County and District also shall be named as additional insureds under all contractor general liability coverage.

## **ARTICLE 9** **DEFENSE AND INDEMNITY**

### 9.1 Defense and Indemnity.

9.1.1 Claims Arising From Sole Acts or Omissions of County. County shall defend and indemnify District, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "District"), from any claim, action or proceeding against District, arising solely out of the acts or omissions of County in its performance of this Lease. At its sole discretion, District may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Lease. District shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

9.1.2 Claims Arising From Sole Acts or Omissions of District. District shall defend and indemnify County, its agents, officers and employees (hereafter collectively referred to in this paragraph as "County"), from any claim, action, or proceeding against County, arising solely out of the acts or omissions of District in its performance of this Lease. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve District of any obligation imposed by this Lease. County shall notify District promptly of

any claim, action or proceeding and cooperate fully in the defense.

9.1.3 Claims Arising From Concurrent Acts or Omissions. County shall defend itself, and District shall defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and District. In such cases, County and District agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 9.1.5, below.

9.1.4 Joint Defense. Notwithstanding Section 9.1.3, above, in cases where County and District agree in writing to a joint defense, County and District may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of District and County. Joint defense counsel shall be selected by mutual agreement of County and District. County and District shall share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in Section 9.1.5, below. Neither party may bind the other in a settlement agreement without the written consent of both County and District.

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

9.2 Covered Claims. The obligations of District and County under this Lease to indemnify, defend and save each other harmless shall not apply to the extent that insurance carried by either party covers any Claim.

## **ARTICLE 10**

### **ASSIGNMENT AND SUBLETTING**

10.1 District's Consent. County shall not sublet the whole or any part of the Premises, nor assign this Lease, without in each case first securing the prior written consent thereto of District. District shall not unreasonably withhold or delay District's consent to any assignment or subletting, and shall notify County of District's decision with respect to the proposed subletting or assignment within sixty (60) days after County's request therefore. Failure of District to give written notice of District's approval or disapproval of the proposed subletting or assignment within such period shall be deemed



consent by District to the proposed assignment or subletting. If District disapproves of any assignment or subletting, District shall state specifically in District's response to County the reason for such disapproval.

10.2 Permitted Transfers. The provisions of the foregoing section shall not prohibit County from entering into subleases, concessions or licenses as necessary for the operation of any portion of County's business conducted on the Premises. Each such sublease, concession or license that is entered into by County shall be subject to the provisions of this Lease.

## **ARTICLE 11**

### **TAXES**

County shall not be obligated to pay any taxes accruing before, during or after the Term, or any extension thereof, on the Premises unless such taxes arise from County's use, subletting, or assignment of the Premises. As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rental income or transfer taxes, license and transaction fees, attributable to the Premises, including but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, or (iv) interest on taxes or penalties resulting from District's failure to pay taxes.

## **ARTICLE 12**

### **COMPLIANCE WITH LAWS**

12.1 District's Warranty. District warrants that, to its knowledge, as of the Commencement Date, it has not received any notice from any party, including any governmental agency that the Premises is in violation of any laws or ordinances, or of rules or regulations of insurance-rating organizations, which would materially affect County's use or occupancy of the Premises.

12.2 County's Termination Rights. If County's Intended Use of the Premises is prohibited at any time during the Term or any extensions thereof by any federal, state or local statute, ordinance or regulation, the Term shall automatically terminate as of the effective day of such prohibition; and all Improvements thereon shall revert to the District, excepting County's personal property, which shall be removed from the Premises by the County within 30 days. If construction of the Improvements is not completed as of such date, unless the parties otherwise agree in writing, District shall require

County (i) to assign all contracts for construction to District for completion, or (ii) to demolish incomplete Improvements at County's own expense. County may elect to continue as the Lessee on the Premises in the event that such prohibition of County's Intended Use does not also prohibit another comparable use permitted by applicable zoning laws or ordinances, subject to District's reasonable written approval thereof.

### **ARTICLE 13** **HAZARDOUS MATERIALS**

13.1 Hazardous Materials Laws - Definition. As used in this section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, permits, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions, including, without limitation, those hazardous or toxic substances identified in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.

13.2 Hazardous Materials - Definition. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter the presence of which gives rise to any reporting, notice or publication requirements, or duty to investigate, under any Hazardous Materials Laws; provided, however, that office and cleaning supplies in amounts normal and customary for the Premises shall not be considered as Hazardous Materials.

13.3 Lessor's Representations and Warranties Regarding Hazardous Materials. District represents and warrants that to the District's knowledge, other than as disclosed to County and specifically approved in writing by County's Lease Administrator, as of the Commencement Date:

(a) District has received no notice from any governmental agency of violation, or suspected or possible violation, of any Hazardous Materials Laws with respect to the Premises or the Property, and to District's knowledge there has at no time been a government-supervised cleanup or remediation of Hazardous Materials on the Premises;

(b) to the District's knowledge, any handling, transportation, storage, treatment or usage of Hazardous Materials that has occurred on the Premises prior to the

Commencement Date has been in compliance with all applicable Hazardous Materials Laws;

(c) to the District's knowledge, no leaks, spills, releases, discharges, emissions or disposal of Hazardous Materials have occurred on the Premises prior to the Commencement Date, and, to the District's knowledge, the soil, ground water, and soil vapor on or under the Premises is free of Hazardous Materials as of the Commencement Date;

(d) to the District's knowledge, no leaks, spills, releases, discharges, emissions or disposal of Hazardous Materials have occurred on the Premises prior to the Commencement Date, and, to the District's knowledge, the soil, ground water, and soil vapor on or under the Premises is free of Hazardous Materials as of the Commencement Date;

13.4 Indemnification by Lessor. District and its successors, assigns, and guarantors, if any, jointly and severally agree to indemnify, defend, reimburse and hold County and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or loss, including attorneys' fees, consultants' fees, and experts' fees in connection with the presence of Hazardous Materials anywhere on the Premises as of the Commencement Date.

13.5 Compliance by County. During the Term and any extensions, County, at its sole cost, shall comply with all laws, statutes, ordinances, codes, regulations and orders relating to the receiving, handling, use, storage, transportation, discharge, release and disposal of Hazardous Material in or about the Premises or the Improvements. All manifests for disposal of any Hazardous Materials removed from the Premises or Improvements shall be signed by an authorized representative of the District. County shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises or the Improvements in a manner or for a purpose prohibited by Hazardous Materials Law.

13.6 County Indemnification. County agrees to indemnify District against, and to protect, defend, and save it harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), which result from County's (or from County's agents) receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge,



release or disposal of Hazardous Material in, upon or about the Premises or the Improvements.

13.7 Survive Lease. The foregoing environmental indemnities shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

#### **ARTICLE 14**

##### **DAMAGE BY FIRE OR OTHER CASUALTY; CONDEMNATION**

14.1 Damage or Destruction of the Improvements. If, during the Term of this Lease or any extension thereof, the Improvements are damaged or destroyed, and if such damage materially interferes with County's use of the Premises and County cannot reasonably be expected to repair such damage within ninety (90) days from the date thereof to substantially the same condition they were in before the damage occurred, the following shall apply: (i) in the case of partial destruction, the District shall require the County to use proceeds from insurance to reconstruct; (ii) in the case of total destruction of the Improvements, County may terminate this Lease by notice to the District thirty (30) days after such damage or destruction. The County, in terminating the Lease, must assign all insurance proceeds, if any, to which the county may be entitled as a result of such damage or destruction of the Premises, to the District.

14.2 Condemnation. If all or any part of the Premises shall be taken or appropriated by any public or quasi-public authority, other than County, under the power of eminent domain, or under any agreement in lieu thereof (any such taking or appropriation is referred to hereinafter as a "Taking", or having been "Taken"), this Lease shall terminate as to the part so Taken as of the date of such Taking and, in the case of a partial Taking, County shall have the right to terminate this Lease as to the remaining portion of the Premises by giving written notice to District within thirty (30) days after such Taking; provided, however, that exercise of such right of termination shall be contingent upon whether, in the opinion of County's Lease Administrator, the portion of the Premises so Taken is of such extent and nature as to materially impair County's access to the Premises or materially diminish the nature of the Improvements as they existed on the date of the Taking, or substantially interfere with County's Intended Use of the Premises. District shall be entitled to all compensation, damages, income, rent, awards and interest whatsoever which may be paid or made on account of District's interest in the

Premises in connection with any Taking; provided, however, that County shall be entitled to any portion thereof intended by the authority exercising the power of eminent domain as compensation for (i) County's relocation expenses, (ii) the value of County's leasehold interest in the Premises, (iii) the value of the use for the then unexpired Term of any alterations or improvements in the Premises which were paid for by County but have become the property of District, (iv) any excess rent or other costs payable by County for substitute premises obtained over rent payable hereunder, and (v) the value of any alterations paid for by County which were not the property of District and any other property so Taken, including any moveable furniture, equipment and other personal property. District hereby waives the provisions of California Code of Civil Procedure Section 1265.130 allowing parties to a Lease to petition the Superior Court to terminate the Lease in the event of a partial Taking of the Premises.

**ARTICLE 15**  
**RESERVED**

**ARTICLE 16**  
**GENERAL PROVISIONS**

16.1 Authority. District and County represent and warrant that each has full power and authority to execute and fully perform its obligations under this Lease, subject to approval by its respective governing boards and that the person(s) executing this Lease on behalf of District and County are the duly designated agents of District and County and are authorized to do so. District further represents and warrants that fee title to the Premises vests solely in District.

16.2 Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

16.3 County Approval. Except where stated herein to the contrary, the phrases "County's approval", and "County's written approval", or such similar phrases, shall mean approval of County's Lease Administrator or said Administrator's representative as authorized by said administrator in writing. For purposes of this Lease, County's Lease Administrator shall be the Director of the County Department of General Services.

16.4 Cumulative Remedies. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease; any such remedies are

cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

16.5 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

16.6 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

16.7 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

16.8 Notices. All notices, demands, requests or other communication required or permitted to be given hereunder ("Notices") shall be in writing and (i) delivered in person to an officer or duly authorized representative of the other party, (ii) sent by First Class United States Mail, postage prepaid to District and County at the appropriate address set forth below, or to such other address as District or County may hereafter designate by written notice to the other party. Any such Notice shall be deemed duly given upon receipt if delivered as set forth under (i), above, or in case of (ii) above, forty-eight (48) hours from the time of mailing if mailed as provided in this section.

District's Address for notice:

Assistant Superintendent, Business  
La Mesa - Spring Valley School District  
4750 Date Avenue  
La Mesa, CA 91941

County's Address for notice:

Director, Department of General Services  
5560 Overland Avenue  
4th Floor, Suite 410  
San Diego, CA 92123

16.9 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

16.10 Successor and Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

16.11 Time of Essence. Time is of the essence of each and every provision of this Lease.

16.12 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, District and County have executed this Lease effective as of the date first written above.

**COUNTY OF SAN DIEGO, a political  
subdivision of the State of  
California**

LA MESA - SPRING VALLEY  
SCHOOL DISTRICT

By: \_\_\_\_\_  
APRIL F. HEINZE, P.E., Director  
Department of General Services

By: David Yoshikawa  
Title: Asst. Supt., Business Services

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

Date: November 18, 2010

**EXHIBIT "A"**  
**DESCRIPTION OF PREMISES**

THOSE PORTIONS of Lots 7, 8, 9, and 10 in Section 8, Township 17 South, Range 1 West, San Bernardino Meridian, in the Subdivision of Track "H", Jamacha Rancho, in the County of San Diego, State of California, according to Map thereof No. 812, filed in the Office of the County Recorder of San Diego County, February 21, 1896, described as follows:

COMMENCING at the Southeast corner of said Lot 7, being a point in the centerline of Kempton Street; thence along said centerline North  $00^{\circ}45'47''$  East, 189.39 feet; thence leaving said centerline, at right angles, North  $89^{\circ}13'13''$  West, 30.00 feet to the Westerly sideline of said Kempton Street; thence along said Westerly sideline North  $00^{\circ}46'47''$  East, 313.30 feet to the TRUE POINT OF BEGINNING; thence leaving said sideline North  $89^{\circ}19'14''$  West, 648.77 feet; thence North  $00^{\circ}46'47''$  East, 315.02 feet; thence North  $88^{\circ}37'45''$  East, 349.01 feet; thence North  $81^{\circ}24'22''$  East, 304.07 feet to a point on said Westerly sideline of Kempton Street; thence along said sideline South  $00^{\circ}46'47''$  West, 376.51 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"  
SITE PLAN

(See attached)

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** B-9 New Business  
**Resolution 10-11-15, Authorization to Submit Application for 2010-11 K-3 Class-Size Reduction Program (Operations) Funding**

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**ROLL CALL VOTE**

The K-3 Class-Size Reduction Program was established through emergency legislation on July 15, 1996. For 2010-11, the fifteenth year of the program, the K-3 Class-Size Reduction Program provides: Operations Option One, incentive money of \$1,071 for each student actually enrolled in a class that does not exceed an average of 20 students in grades K-3, and reduced funding for classes that exceed an average 20 students in grades K-3; and Operations Option Two, \$535 for each student actually enrolled in a class that does not exceed an average of 20 students for at least one-half of the instructional minutes offered each day, and reduced funding for classes that exceed an average of 20 students for at least one-half of the instructional minutes each day. It is intended this program will continue with funding provided in future years.

To apply for the 2010-11 K-3 Class-Size Reduction Program, the application must be postmarked by January 6, 2011. The Resolution is for the purpose of submitting an application for the K-3 Class-Size Reduction Program.

In 2010-11, for the fourth straight year, the District intends to participate in Operations Option One (\$1,071 per student for classes that do not exceed 20 students, and reduced funding for classes exceeding 20 students) for all eligible grades: kindergarten and grades one, two, and three. Prior to the last four school years, the District had participated in Option One for grades one, two, and three, and Option Two for kindergarten.

The attached exhibit, *Estimated Budget Savings Resulting From Larger Class-Sizes*, indicates an estimated savings of approximately \$898,000 as a result of implementing larger class-sizes in grades K-3.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board adopt the attached Resolution 10-11-15, authorizing the administration to submit the attached application for operations funding under the 2010-11 K-3 Class-Size Reduction Program.

# ESTIMATED BUDGET SAVINGS RESULTING FROM LARGER CLASS-SIZES FOR K-3 CLASS-SIZE REDUCTION CLASSES

	At Last Year's Class-Sizes (21.73/Class)	At Current Year's Class-Sizes	Difference
Estimated No. of Teachers	251 *	218	33
			x \$60,000
			<u>\$1,980,000 (Estimated Expenditure Reduction [Teacher Costs] - resulting from larger class-sizes)</u>
Estimated No. of Students	5,455	5,455	
	x reduced %'s	x reduced %'s	
	<u>4,811,430 **</u>	<u>3,729,222</u>	
			<u>1,082,208 (Estimated Revenue Loss - resulting from larger class-sizes)</u>
			<u><u>\$897,792 (Estimated "Net" Savings)</u></u>

Footnotes

\* Last year's overall class-size average was 21.73 students/class: Estimated No. of Teachers = 5,455 students/21.73 = 251 Teachers  
 \*\* Last year's overall funding rate (after penalties) was 82.355%: Estimated Revenue = 5,455 Students x \$1,071/student x 0.82355 = \$4,811,430



## LA MESA-SPRING VALLEY SCHOOL DISTRICT

### RESOLUTION 10-11-15 AUTHORIZATION OF APPLICATION FOR 2010-11 K-3 CLASS-SIZE REDUCTION PROGRAM (OPERATIONS) FUNDING

**WHEREAS**, the Board of Education of the La Mesa-Spring Valley School District intends to participate in the K-3 Class-Size Reduction (CSR) Program for 2010-11 to lower class size in kindergarten and grades 1, 2, and 3; and

**WHEREAS**, the District intends to file with the California Department of Education the attached 2010-11 Operations Application for the K-3 CSR Program by the required deadline of January 8, 2011; and

**WHEREAS**, the District intends to participate in Operations Option One for kindergarten and grades 1, 2, and 3, which provides full funding of \$1,071 per pupil actually enrolled in a class that does not exceed 20 students for the full regular school day as set forth in Education Code Section 52122(b)(2)(A), and reduced funding for classes exceeding 20 students for the full regular school day as set forth in Education Code Section 52124.3; and

**WHEREAS**, the Board of Education of the La Mesa-Spring Valley School District certifies the following statements contained in the K-3 CSR Program application are true and accurate:

1. The number of classes participating in Option One and Option Two is identified and the total number of classes does not exceed the total number of classes identified on the 2008-09 Operations Application. [EC Section 52123(a), 52124.3(b), Title 5 *California Code of Regulations* Section 15103]
2. The pupil counts reported do not include special education pupils enrolled in special day classes full time, pupils enrolled in independent study, or charter school pupils enrolled in a home-study program. [EC 52123(b)]
3. A certificated teacher has been hired by the District and is providing direct instructional services to each class participating in the K-3 CSR Program. [EC 52123(c)]
4. The District will provide a staff development program for any teacher who will participate, for the first time, in the K-3 CSR Program as specified in Certification #3. Appropriate training to maximize the education advantages of class-size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils. [EC 52123(d), 52127]
5. The District will collect and maintain data required by the State Superintendent of Public Instruction for evaluation of the K-3 CSR Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent. [EC 52123(e)]

6. Each class participating in the K-3 CSR Program is housed in either a separate, self-contained classroom or the space provided for each participating class for each grade level at that school site is of a square footage per pupil enrolled in each class that is not less than the average square footage per pupil enrolled in those grade levels at that school site in the 1995-96 school year. [EC 52123 (f)]
7. Priority for reducing class size or claiming reduced funding for classes exceeding 20.44 to 1 is in accordance with the following grade level implementation requirements at each school site:
  - If only one grade level is reduced/claimed, the grade level will be first grade.
  - If two grade levels are reduced/claimed, the grade levels will be first and second grades.
  - If three or four grade levels are reduced/claimed, the grade levels will be first and second, and then any combination of kindergarten and/or third grade.
8. The K-3 CSR Program has been implemented in the current year. A district is considered to have implemented the program even if it claims reduced funding for all eligible classes.
9. The District will submit final enrollment counts on the Form J-7CSR to the CDE by May 13, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education of the La Mesa-Spring Valley School District authorizes the administration to submit an application for the 2010-11 K-3 Class-Size Reduction Program Operations Funding.

**PASSED AND ADOPTED** by the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, this 7<sup>th</sup> day of December, 2010.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**STATE OF CALIFORNIA)**

)

**COUNTY OF SAN DIEGO)**

I, Brian Marshall, Secretary to the Board of Education of the La Mesa-Spring Valley School District of San Diego County, California, do hereby certify the foregoing is a full, true, and correct copy of a Resolution adopted by the Governing Board at a regular meeting held on the 7<sup>th</sup> day of December, 2010.

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Secretary

## 2010-11 Operations Application K-3 Class Size Reduction Program

County and District Code		Charter School Code*															
<table border="1"><tr><td>3</td><td>7</td><td>6</td><td>8</td><td>1</td><td>9</td><td>7</td></tr></table>		3	7	6	8	1	9	7	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								
3	7	6	8	1	9	7											
County	San Diego																
District	La Mesa-Spring Valley																
Contact Person		Title															
Tom Underberg		Business Services Analyst															
Address		City, Zip Code															
4750 Date Avenue		La Mesa 91942															
Telephone		E-mail Address															
(619) 668-5700 Ext. 6405		tom.underberg@lmsvdsd.k12.ca.us															

Charter School\*

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 or 2009-10 applications.

### Certifications

As a condition of applying for and receiving funds under the Kindergarten and Grades One through Three Class Size Reduction (K-3 CSR) Program, commencing with California Education Code (EC) Section 52120, the Governing Board of the above named school district or charter school (applicant) certifies that the statements below are true and accurate, and are evidenced by a Board Resolution or entry in the Board meeting minutes. Please do not submit the Resolution or minutes to the California Department of Education (CDE):

1. The number of classes participating in Option One and Option Two is identified and the total number of classes does not exceed the total number of classes identified on the 2008-09 Operations Application. [EC Section 52123(a), 52124.3(b), Title 5 California Code of Regulations Section 15103]
2. The pupil counts reported do not include special education pupils enrolled in special day classes full time, pupils enrolled in independent study, or charter school pupils enrolled in a home study program. [EC Section 52123(b)]
3. A certificated teacher has been hired by the applicant and is providing direct instructional services to each class participating in the K-3 CSR Program. [EC Section 52123(c)]
4. The applicant will provide a staff development program for any teacher who will participate for the first time in the K-3 CSR Program as specified in Certification #3. Appropriate training to maximize the education advantages of class size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils. [EC sections 52123(d), 52127]
5. The applicant will collect and maintain data required by the State Superintendent of Public Instruction for evaluation of the K-3 CSR Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent. [EC section 52123(e)]
6. Each class participating in the K-3 CSR Program is housed in either a separate, self-contained classroom or the space provided for each participating class for each grade level at that schoolsite is of a square footage per pupil enrolled in each class that is not less than the average square footage per pupil enrolled in those grade levels at that schoolsite in the 1995-96 school year. [EC section 52123(f)]
7. Priority for reducing class size or claiming reduced funding for classes exceeding 20.44 pupils is in accordance with the following grade level implementation requirements at each schoolsite:
  - If only one grade level is reduced/claimed, the grade level will be 1st grade.
  - If two grade levels are reduced/claimed, the grade levels will be 1st and 2nd grades.
  - If three or four grade levels are reduced/claimed, the grade levels will be 1st and 2nd and then any combination of kindergarten and/or 3rd grade.
8. The K-3 CSR Program has been implemented in the current year. A district is considered to have implemented the program even if it claims reduced funding for all eligible classes.
9. The applicant will submit final enrollment counts on the Form J-7CSR to the CDE by May 13, 2011.

### Signature

I hereby certify that, to the best of my knowledge, this application is true and correct and is in compliance with state law and regulations of the California Department of Education and the State Board of Education. The Governing Board of the above named school district or charter school has authorized me to sign this application on its behalf.

Signature of District Superintendent or  
Charter School Chief Administrative Officer

Brian Marshall  
Printed Name

December 7, 2010  
Date



## 2010-11 Operations Application K-3 Class Size Reduction Program

County	San Diego	County and District Code	<table border="1"><tr><td>3</td><td>7</td></tr></table>	3	7	<table border="1"><tr><td>6</td><td>8</td><td>1</td><td>9</td><td>7</td></tr></table>	6	8	1	9	7	Charter School Code*	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								
3	7																				
6	8	1	9	7																	
District	La Mesa-Spring Valley	Charter School*																			

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 or 2009-10 applications.

### Intended Level of Program Participation in 2010-11

Check the appropriate box below and, as noted, submit the required pages of the Operations Application to the CDE. This information is for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR. For more information, please see the Application Instructions.

1. ☐ The district/charter school intends to participate in the 2010-11 K-3 CSR Program at the same level (number and size of classes) as reported on the 2009-10 Form J-7CSR. The February 2011 apportionment will therefore be based on the district/charter school's 2009-10 final entitlement. **If this box is checked, complete and submit only pages 1 and 2 of this application to the CDE.**
2. ☒ The district/charter school intends to participate in the 2010-11 K-3 CSR Program at a higher or lower level than what was claimed on the 2009-10 Form J-7CSR (but capped at the number of classes reported on the 2008-09 Operations Application). The February 2011 apportionment will therefore be based on the information reported on page 3 of this application. **If this box is checked, complete and submit pages 1 through 3 of this application to the CDE.**
3. ☐ The district/charter school does not intend to participate in the 2010-11 K-3 CSR Program at either full or reduced funding. **If this box is checked, complete and submit only this page of the application to the CDE. A signature below is necessary only if the district/charter school is not participating in the 2010-11 K-3 CSR Program.**

Brian Marshall

\_\_\_\_\_  
Signature of District Superintendent or  
Charter School Chief Administrative Officer  
December 7, 2010

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Mail the required pages of this application by January 6, 2011 (postmark) to:**

Rebecca Lee ~ CDE, School Fiscal Services Division 103 1430 N Street, Suite 3800 ~ Sacramento, CA 95814

## 2010-11 Operations Application K-3 Class Size Reduction Program

County San Diego

District La Mesa-Spring Valley

County and District Code

3	7
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6	8	1	9	7
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Charter School Code\*

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Charter School\*

*\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 or 2009-10 applications.*

### Calculation of Provisional Funding for 2010-11 (February 2011 payment)

These calculations are for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR.

1	2	3	4	5
Class Size	Number of Classes	Number of Enrolled Pupils	2010-11 Funding Level	Estimated Allocation
<b>Option One</b>				
a 20.44 pupils or fewer	19	370	\$1,071	\$396,270
b 20.45 to 21.44	15	315	95%	\$305,235
c 21.45 to 22.44	20	440	90%	\$385,560
d 22.45 to 22.94	21	483	85%	\$382,347
e 22.95 to 24.94	54	1,288	80%	\$925,344
f 24.95 pupils or greater	89	2,559	70%	\$1,334,466
g Subtotal, Option 1	218	5,455		\$3,729,222
<b>Option Two</b>				
h 20.44 pupils or fewer			\$535	\$0
i 20.45 to 21.44			95%	\$0
j 21.45 to 22.44			90%	\$0
k 22.45 to 22.94			85%	\$0
l 22.95 to 24.94			80%	\$0
m 24.95 pupils or greater			70%	\$0
n Subtotal, Option 2	0	0		\$0
<b>Grand Totals*</b>				
o Option 1 + Option 2	218	5,455		\$3,729,222

\*The total number of classes reported on the application may not exceed the total number of classes reported on the 2008-09 Operations Application.

**Complete this page only if box 2 on page 2 was checked. Mail the entire 3-page application by January 6, 2011 (postmark) to:**

Rebecca Lee ~ CDE, School Fiscal Services Division ~ 1430 N Street, Suite 3800 ~ Sacramento, CA 95814



**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** LS-1 New Business  
Acceptance of Gifts – Casa de Oro, La Mesa Dale, Murray Manor, and Rolando Elementary Schools; La Mesa-Spring Valley Educational Foundation and Murdock Cultural Arts Foundation

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Kohl's Department Store would like to donate \$200.00 to Casa de Oro Elementary School to be used for instructional supplies and \$800.00 to be deposited into their donation account for future needs.

La Mesa Dale Elementary School PTA would like to donate \$4,500.00 to La Mesa Dale Elementary to be used for study trips and on-site presentations, and \$1,750.00 to be used for assemblies.

Murray Manor Elementary School PTA would like to donate \$800.00 to Murray Manor Elementary to be used for instructional materials for kindergarten classrooms and \$3,411.80 to be used for backpack hooks for kindergarten and 1<sup>st</sup> grade classrooms.

Rolando Elementary School PTA would like to donate \$10,909.80 to Rolando Elementary to be used to purchase 6 iMac computers and 6 iPads for student use.

La Mesa-Spring Valley Educational Foundation would like to donate the following:

- \$8,500.00 to Bancroft, Casa de Oro, Highlands and Kempton Elementary Schools to be used to help fund ballroom dance instruction.
- \$610.00 to Bancroft Elementary School to be used to purchase *Phonics for Reading* and *Read Naturally* videos and posters.
- \$352.00 to Kempton Elementary School to be used for the 2<sup>nd</sup> grade study trip to the New Children's Museum, and \$100.00 for art supplies.
- \$595.00 to La Presa Middle School to be used for a one year "Media Lab" subscription to the Brain Pop website.
- \$100.00 to Murray Manor Elementary School for a privacy filter for the school office manager's computer.
- \$600.00 to Spring Valley Middle School to be used to purchase supplies for student celebrations such as Red Ribbon week.

Murdock Cultural Arts Foundation would like to donate \$3,500.00 to Bancroft, Casa de Oro, Highlands and Kempton Elementary Schools to be used to help fund ballroom dance instruction.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board accept these gifts with thanks.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** LS-2 New Business  
Acceptance of Gift – La Mesa-Spring Valley Educational Foundation  
(Minigrants)

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The La Mesa-Spring Valley Educational Foundation began the Minigrant Program in 1988 to promote the implementation of creative educational ideas. This fall 17 minigrant applications were submitted resulting in 12 projects being funded for a total of \$5,981.00.

All applications were judged against a set of predefined criteria. Attached is a brief description of the minigrants funded by the La Mesa-Spring Valley Educational Foundation for the period covering January 1, 2011, through June 30, 2011. The selected applications represent a broad range of curriculum areas that include language arts, history, and art.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended this gift be accepted with thanks.

La Mesa-Spring Valley School District  
**Educational Foundation Minigrants**  
**Fall 2010**

1.     Project Title:       **Early Vocabulary Intervention**  
       Teacher/Applicant: First-Grade Team; Jennifer Martin, Beth Batchelder, Kim Schmidt  
       School:            La Presa Elementary  
       Amount:           \$592

       Description:       Funds will be used to purchase the Steck-Vaughn Elements of Reading: Vocabulary Program to implement as a classroom intervention for struggling readers
2.     Project Title:       **Leap into Learning**  
       Teacher/Applicant: Jana Wilson  
       School:            Kempton Elementary  
       Amount:           \$497

       Description:       Students will have daily exposure to independent early literacy skills using the LeapFrog Tag Reading system.
3.     Project Title:       **The River Maker**  
       Teacher/Applicant: Koreen Corbett  
       School:            Parkway Middle  
       Amount:           \$327

       Description:       Materials will be purchased to conduct a lab experiment on the effects of erosion on the environment.
4.     Project Title:       **New and Innovative Technology for Music and Speech**  
       Teacher/Applicant: Marcia Frischknecht, Carol Ghio, Ann Wallace, Pam Luschei  
       School:            Rancho Elementary  
       Amount:           \$350

       Description:       iPod touches will be purchased for the Early Start Program (a program that serves special needs infants from birth to age three and their families in the classroom and in their homes). This form of technology can enhance the program opening up a multitude of possibilities in the area of communication and independence for students who have limited voice output capabilities.
5.     Project Title:       **Planet Protector**  
       Teacher/Applicant: Tiffany Sippel (Co-authored by student teacher Allison Aubrey)  
       School:            Murdock Elementary  
       Amount:           \$300

       Description:       The San Diego Zoo will present, “Be a Planet Protector with Wild Wes” to augment students’ understanding of conservation in accordance with California Science Standards.



6. Project Title: **Educational Videos for Spanish**  
Teacher/Applicant: Tracy Shore  
School: Spring Valley Middle  
Amount: \$554
- Description: Teaching the foreign language curriculum requires the use of various devices to provide students with input of the language. Funds will be used to purchase the video series “Quack”, would offering students a fun, memorable and effective media presentation of the curriculum within Realidades, the Districtwide adopted Spanish textbook.
7. Project Title: **My Hands: Mold Making**  
Teacher/Applicant: Greta Lynn  
School: Spring Valley Middle  
Amount: \$755
- Description: Materials will be purchased to create a 3D statue of students’ hands in an effort to creatively cover California State Visual and Performing Arts standards regarding designing and creating an expressive figurative sculpture and designing and creating both additive and subtractive sculptures,
8. Project Title: **Learning English with Rosetta Stone**  
Teacher/Applicant: Jeanne Parsons  
School: Bancroft  
Amount: \$750
- Description: The Rosetta Stone computerized program will be used in multiple classrooms to support language acquisition for English learners.
9. Project Title: **The Six-Minute Solution, Primary Level – A Reading Fluency Program**  
Teacher/Applicant: Rae Ann Gastrich, and 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Grade Teachers  
School: La Presa Elementary  
Amount: \$347
- Description: Students team with partners in daily six minute sessions practicing repeated readings, getting peer feedback and keeping records in order to make gains in reading fluency, automatic word recognition and comprehension.

10.     Project Title:           **History in a Trunk**  
          Teacher/Applicant:   Kathy Ruiz, Marlene Carlsen, Jan Neeb, Tracy McFarland  
          School:               Lemon Avenue Elementary  
          Amount:               \$600
- Description:           A presenter from heritage Tours of San Diego will visit the school dressed in period attire, portraying a real historical character. Bringing a trunk full of clothes, props, and various artifacts, the presenter engages the students in historical reenactments.
11.     Project Title:           **Here Comes the Sun**  
          Teacher/Applicant:   Jon Hayman, Nichole Condon  
          School:               Rolando Elementary & La Mesa Middle  
          Amount:               \$650
- Description:           An evening of the arts will be staged at La Mesa Middle featuring the middle school's instrumental and vocal music students as well as performing groups from La Mesa Middle's feeder elementary schools, Lemon Ave., Maryland Ave., Murray Manor and Rolando.
12.     Project Title:           **I am an Author!**  
          Teacher/Applicant:   Kathy Ruiz, Marlene Carlsen, Jan Neeb, Tracy McFarland  
          School:               Lemon Ave. Elementary  
          Amount:               \$259
- Description:           Students will write and illustrate a bound book to present to their parents at Author's Night (Open House) of which they are the author and illustrator. They will read their books to peers and younger students.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** LS-3 New Business  
Authorization to Enter into a Memorandum of Agreement with the After School Education and Safety (ASES) Program

---

The After School Education and Safety (ASES) program is a state funded, voter-approved initiative (Proposition 49) signed into law in 2002. ASES was established to amend and expand California Education Code 8482, which was originally established in 1999 as the Before and After School Learning and Safe Neighborhoods Partnerships program. ASES programs were transitioned from the federally funded 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) grants, so state funds were utilized prior to accessing federal funds.

Schools with 50 percent or more students who are eligible for the free or reduced-price meal program qualify for top priority in receiving ASES program grants. Avondale, Bancroft, Casa de Oro, Highlands, Kempton, La Mesa Dale, Rancho and La Presa Elementary; and La Presa and Spring Valley Middle Schools are all recipients of an ASES grant. The amount of money to be distributed between the 10 programs for the 2010-11 school year is \$1,467,195; however, due to inconsistent program attendance and lower than expected enrollment, a reduction in current funds and subsequent allocations is anticipated.

ASES grants are used to provide a safe and educationally enriching environment for children who attend the District-sponsored Extended School Services program. ASES programs provide additional educational and literacy components, including tutoring and homework assistance, and educational enrichment activities such as arts and culture, recreation, health, and career awareness. The San Diego County Office of Education provides technical assistance and training for ASES sites. As the grantee, the San Diego County Office of Education acts as the fiscal agent for participating school districts in San Diego County.

The Memorandum of Agreement is being submitted to the Board for approval after the July 1, 2010 start date because the District only recently received the appropriate paperwork.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to enter into the attached Memorandum of Agreement with the After School Education and Safety program for the 2010-11 school year.

## MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety Program (ASES) is entered into this 1st day of July 2010 by and between the **San Diego County Superintendent of Schools** and **La Mesa-Spring Valley School District**, who agrees to provide the services in accordance with the provisions of the California *Education Code* (EC) sections 8482-8484.7. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to La Mesa-Spring Valley School District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the San Diego County Superintendent of Schools due to La Mesa-Spring Valley School District's failure to comply with grant rules, regulations and policies will result in the La Mesa-Spring Valley School District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

### **1. General Conditions:**

#### **ASES Program Hours of Operation and Attendance Requirements:**

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school **and/or** junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish ASES after school component program goals.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the ASES before school component is operational. Middle school or junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the ASES before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, La Mesa-Spring Valley School District must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:
  - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions:(I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant.(II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.

- ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
- iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with **California Education Code 8483.7** shall result in a reduction of the ASES grant award allocations.

## **2. Web-Based Attendance and Daily Attendance Accountability Requirements.**

1. In FY 10/11 La Mesa-Spring Valley School District receiving ASES funds must implement the City Span Web-based Attendance Tracking System ([www.youthservices.net/sandiego](http://www.youthservices.net/sandiego)) for daily program attendance entry.
2. La Mesa-Spring Valley School District must fully utilize the "Automated Card Scanning" capability for the system. The City Span Web-based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should La Mesa-Spring Valley School District choose not to implement the City Span System La Mesa-Spring Valley School District must provide a description and demonstration of their attendance tracking system to SDCOE for review. All Districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program. Also, all Districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each District will be subject to site review of the attendance procedures at a minimum of 15 ASES programs. During the attendance review the District's system must ensure that all Early Release/Late Arrival Policies as well as ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
5. La Mesa-Spring Valley School District will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the new Card Scanning System.
6. In addition, La Mesa-Spring Valley School District must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

## **3. Staffing Requirements:**

1. La Mesa-Spring Valley School District must ensure a student-to-staff ratio of no more than 20 to 1 at all ASES sites.

2. La Mesa-Spring Valley School District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. La Mesa-Spring Valley School District shall be solely responsible for students, staff, and parents accessing services under this Agreement. La Mesa-Spring Valley School District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. La Mesa-Spring Valley School District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. La Mesa-Spring Valley School District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises

**4. State Mandated Data and Evaluation Requirements:**

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and STAR test results as requested by La Mesa-Spring Valley School District.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.

**5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:**

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$7.50 per student per day for PM (After School) reimbursement and a rate of \$5.00 per student per day for AM (Before School) reimbursement.
2. Allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, La Mesa-Spring Valley School District will be required to return the entire amount of funding in question to the County (SDCOE).
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

**6. Categorical Program Monitoring and Annual Program Audit Guidelines.**

1. Provide a copy of Categorical Program Monitoring (CPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Au-

ditions of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.

2. Participate in Categorical Program Monitoring (CPM) training.

#### **7. Budget Restrictions**

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the agency's CDE approved indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
4. Funds must supplement, not supplant, existing services. Programs cannot use ASSES funds to pay for existing levels of service.
5. Only sites operating programs are eligible to claim administrative, operational, and/or start-up costs.

#### **8. Program Matching Funding Requirements.**

1. Provide matching funds equal to or greater than one-third (33 percent) of the grant award amount.
2. Provide facilities and space usage provided for ASSES Programs may not be more than 25 percent of the match requirement.
3. State categorical funds for remedial education activities may not be used to fulfill match requirements.

#### **9. Additional ASSES Program Operation Requirements.**

1. Designate an ASSES Contact person.
2. Ensure the designated ASSES Contact attends the scheduled ASSES District Contact meetings provided by the Region 9 Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI) and the San Diego County Office of Education (SDCOE).
3. Operate the After School Education and Safety Program (ASSES) to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASSES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
6. The program will have an educational enrichment element that may include, but not limited to fine arts, recreation, health awareness, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g. city and county parks and recreation departments), local law enforcement, community organizations and the private sector.
8. That if the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by La Mesa-Spring Valley School District or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.



10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
14. Notify the San Diego County Superintendent of Schools in the event the district intends to close or relocate an ASES program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to district policy.
16. Each ASES funded district will be responsible for the development of a FY 2010-2011 After School Program Plan as part of the San Diego ASES program Consortium. The District's ASES Program Plan template has been provided by the Region 9 Technical Assistance Center (RTAC). Working in collaboration with the District Contact, Site Coordinator, Site Principal and other CBO partnerships the district ASES program plan is due on September 30, 2010 to the Region 9 Lead.
17. District staff will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.
18. Each district ASES Program plan will identify FY 2010-2011 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
19. Ensure that ASES staff attends countywide, regional and district training opportunities designed to maximize program effectiveness.
20. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School Administrative Program Support Center (ASC) and the Children's Initiative.
21. Work with staff from RTAC, the After School Administrative Support Center (ASC) and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

**10. As the official Grantee of Record, the County will provide the following:**

1. In coordination with La Mesa-Spring Valley School District, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature and the California Advisory Committee on Before and After School Programs.
2. In coordination with La Mesa-Spring Valley School District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the districts, school sites and the California Department of Education regarding the ASES programs.
4. Establish and process Memoranda of Agreement (MOAs) with all districts providing after school services via ASES grants.
5. Maintain files of MOAs and invoices submitted by implementing districts.
6. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations and payment transmittals.
7. Verify all ASES funding levels and allocations based on official records provided by CDE.



8. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
9. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
10. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
11. Provide funding notification and payment distribution to districts in a timely manner.
12. Ensure that program goals are met efficiently and effectively.
13. Ensure that information on fiscal requirements is shared with all partners expediently.
14. Compile required annual progress reports and submit them in a timely manner.
15. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
16. Convene, in coordination with La Mesa-Spring Valley School District, meetings of after school stakeholders, as necessary.
17. Coordinate any publicity, press releases or media coverage of programs with La Mesa-Spring Valley School District prior to release and distribution.
18. Identify and secure program support resources, including volunteer staff, for ASES program providers that garner cash and in-kind contributions to the Consortium equal to at least one-third of the total annual amount retained by County.
19. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the county's ASES funded before and after school programs.
20. Provide training and technical assistance to districts in San Diego County in excess of those provided through the Region 9 Regional Technical Assistance Center (RTAC) resources.
21. Ensure the development and maintenance of a web based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating districts.
22. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
23. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
24. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.
25. Provide training and technical assistance in preparation for Categorical Program Monitoring (CPM) visits from California Department of Education. This preparation will include mock site visits.

#### **11. Terms and Conditions of the Grant Award**

- All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
- La Mesa-Spring Valley School District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The district shall maintain such records for at least five years after the completion of the activities for which the funds are used.
- La Mesa-Spring Valley School District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)

- **Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590. For expenses, use Goal 7110 – Non agency Educational appropriation function and object code where the funds are expended.**
- This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
- The grantee shall use these funds in accordance with the approved application.
- If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the county shall reduce any subsequent allocations by the amount equal to the overpayment.
- If an ASES program site stops program operations, the county will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
- La Mesa-Spring Valley School District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
- **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).**
- La Mesa-Spring Valley School District shall comply with the General Assurances attached to this MoA.
- This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
- The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:



**COHORT 6:** CDE GRANT NO. 37-23939-1037-EZ: FY 10/11: PCA 23939  
VENDOR NO. 1037: SUFFIX NO. EZ

## **12. PERIOD OF AGREEMENT**

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall be July 1, 2010 through June 30, 2011.

## **13. COMPENSATION/COSTS AND PAYMENT SCHEDULE**

The After School Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4:

"The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met."

Program funds will be dispersed to **La Mesa-Spring Valley School District** based on Education Code 8482.4 reimbursement from CDE. Annual ASES allocation(s) **shall not exceed \*\$1,367,195.32** for La Mesa-Spring Valley School District.

**Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2011 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by La Mesa-Spring Valley School District.**

**All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.**

*\* Reflected in the amount above is the subtraction of the 2% contribution of grant funds for county-wide program coordination, technical assistance and program support, as agreed herein. The 2% payments will be deducted after program funds have been deposited to the district via auditor transfer.*

#### **14. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES**

##### District Contact(s):

Nick Richard  
4750 Date Ave.  
La Mesa, CA 91942  
(619) 668-5700

Ronda Wood  
4750 Date Ave.  
La Mesa, CA 91942  
(619) 668-5700

##### County Contact:

Daymon Beach, Coordinator  
SDCOE, Student Support Services  
5404 Napa Street  
San Diego, CA 92110  
(619) 718-6780

#### **15. CONFIDENTIALITY**

1. This agreement, all communications and information obtained by La Mesa-Spring Valley School District from the County Office relating to this agreement, and all information developed by La Mesa-Spring Valley School District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, La Mesa-Spring Valley School District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, La Mesa-Spring Valley School District shall in-

form the County, in writing, of the nature and reasons for such disclosure. La Mesa-Spring Valley School District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.

2. At the conclusion of the performance of this agreement, La Mesa-Spring Valley School District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, La Mesa-Spring Valley School District may retain copies of such materials, subject to the requirements of Subsection 1.
3. La Mesa-Spring Valley School District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, La Mesa-Spring Valley School District shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.
4. La Mesa-Spring Valley School District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.
5. La Mesa-Spring Valley School District obligation of confidence with respect to information submitted or disclosed to La Mesa-Spring Valley School District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

#### **16. CONFIDENTIALITY OF SERVICES**

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the San Diego County's Superintendent of Schools.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (i) The disclosure is authorized by this Agreement;
- (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school district, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- 1) Each agency and school district shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- 2) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- 3) Each school district shall comply with access log requirements of Section 49064.
- 4) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- 5) An agency or school district may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

#### **17. TERMINATION FOR CONVENIENCE**

1. The County may, by written notice to La Mesa-Spring Valley School District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, La Mesa-Spring Valley School District shall:
  - (1) immediately discontinue all services affected (unless the notice directs otherwise) and
  - (2) deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by La Mesa-Spring Valley School District of such notice.
2. If the termination is for the convenience of the County, La Mesa-Spring Valley School District shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay La Mesa-Spring Valley School District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by La Mesa-Spring Valley School District to implement the termination.
3. La Mesa-Spring Valley School District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to La Mesa-Spring Valley School District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

#### **18. TERMINATION FOR DEFAULT**

1. The County may, by written notice to La Mesa-Spring Valley School District, terminate this agreement in whole or in part at any time because of the failure of La Mesa-Spring Valley School District to fulfill its contractual obligations. Upon receipt of such notice, La Mesa-Spring Valley School District shall:
  - (1) immediately discontinue all services affected (unless the notice directs otherwise) and

- (2) deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by La Mesa-Spring Valley School District of such notice.

2. If the termination is due to the failure of La Mesa-Spring Valley School District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, La Mesa-Spring Valley School District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

#### **19. INDEPENDENT CONTRACTOR**

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, La Mesa-Spring Valley School District is acting as an independent contractor and not as an officer, agent, or employee of the County.

#### **20. HOLD HARMLESS**

La Mesa-Spring Valley School District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, La Mesa-Spring Valley School District performance, or lack thereof, under this Agreement.

#### **21. WORKERS' COMPENSATION**

La Mesa-Spring Valley School District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or La Mesa-Spring Valley School District shall sign and file with the County the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

#### **22. NON-FUNDING**

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

#### **23. AUDIT**

La Mesa-Spring Valley School District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.



#### **24. INSURANCE REQUIREMENTS**

La Mesa-Spring Valley School District must ensure that it shall maintain and shall cause each Sub-contractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability	Bodily Injury and	\$ <u>500,000</u>
Comprehensive form -	Property Damage	Amount
Products/Completed		
Operations		
Auto Liability	Bodily Injury and	\$ <u>500,000</u>
Comprehensive form -	Property Damage	Amount
Owned, Non-owned Hired	Combined	

La Mesa-Spring Valley School District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

#### **25. 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.

#### **26. COMPLIANCE WITH LAW**

La Mesa-Spring Valley School District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

#### **27. FINAL APPROVAL**

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

#### **28. TOBACCO-FREE FACILITY**

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

#### **29. 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.

**COUNTY**

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

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

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DISTRICT**

**LA MESA-SPRING VALLEY SCHOOL  
DISTRICT**

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

\_\_\_\_\_  
Brian Marshall  
Name (Type or Print)

\_\_\_\_\_  
Superintendent  
Title

\_\_\_\_\_  
December 7, 2010  
Date

\_\_\_\_\_  
95-6001813  
**Federal I.D. No./Social Security #**



**Funding Status Per School**  
San Diego County Office of Education    Grant ID: 37-23939-1037-EZ  
Grant Type: ASES Cohort 6-EZ  
Fiscal Year: 2010-2011

CDS Code	School District	School Name	Components	Amount
37681976038400	La Mesa - Spring Valley	Avondale Elementary	After School Base	\$112,500.00
37681976038418		Bancroft Elementary	After School Base	\$112,500.00
37681976038418		Bancroft Elementary	After School Supplemental	\$33,750.00
37681976038418		Bancroft Elementary	Before School Base	\$37,500.00
37681976038418		Bancroft Elementary	Before School Supplemental	\$11,250.00
37681976038434		Casa de Oro Elementary	After School Base	\$92,915.26
37681976038459		Highlands Elementary	After School Base	\$71,497.06
37681976038459		Highlands Elementary	After School Supplemental	\$33,750.00
37681976038459		Highlands Elementary	Before School Base	\$37,500.00
37681976038459		Highlands Elementary	Before School Supplemental	\$11,250.00
37681976038467		Kempton Street Elementary	After School Base	\$129,150.00
37681976038467		Kempton Street Elementary	After School Supplemental	\$38,745.00
37681976038467		Kempton Street Elementary	Before School Base	\$50,349.00
37681976038475		Kempton Street Elementary	Before School Supplemental	\$13,746.00
37681976038475		La Mesa Dale Elementary	After School Base	\$79,332.35
37681976038509		La Presa Elementary	After School Base	\$112,500.00
37681976038509		La Presa Elementary	After School Supplemental	\$33,750.00
37681976038509		La Presa Elementary	Before School Base	\$37,500.00
37681976038509		La Presa Elementary	Before School Supplemental	\$11,250.00
37681976067003		La Presa Middle	After School Base	\$70,832.28
37681976067003		La Presa Middle	After School Supplemental	\$35,213.00
37681976067003		La Presa Middle	Before School Base	\$51,410.96
37681976067003		La Presa Middle	Before School Supplemental	\$20,813.00
37681976038566		Rancho Elementary	After School Base	\$100,217.65
37681976038590		Spring Valley Middle	After School Base	\$55,875.71
			District Total Grant Amount	\$1,395,097.27
			Less 2% Grant Amount	\$1,367,195.32

9/28/2010

San Diego County Office of Education

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** LS-4 New Business  
Authorization to Conduct Student Excursions Sponsored by the San Diego Maritime Museum

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The Californian, Star of India, and Voyage of Hope Overnight programs are sponsored by the San Diego Maritime Museum. These programs offer hands-on activities for a unit of study on immigration and the Revolutionary War. A number of classes are requesting authorization to conduct the overnight trip, as shown in the table below:

School/Grade	Program	Date of Departure	Date of Return
Fletcher Hills/5 <sup>th</sup>	Californian	5/12/11	5/13/11
		5/17/11	5/18/11
		5/18/11	5/19/11
Highlands/4 <sup>th</sup> , 5 <sup>th</sup>	Voyage of Hope Californian	5/25/11	5/26/11
		5/31/11	6/1/11
Lemon Ave./4 <sup>th</sup>	Star of India	3/7/11	3/8/11
		3/8/11	3/9/11
		3/15/11	3/16/11
Murdock/5 <sup>th</sup>	Voyage of Hope	1/13/11	1/14/11
		3/3/11	3/4/11
		5/26/11	5/27/11
Northmont/3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup>	Star of India	4/5/11	4/6/11
		4/6/11	4/7/11

The participation fee of \$68.00 per student will be paid through donations, scholarships, and fund-raising activities. The required adult/student ratio of 1:5 will be maintained throughout the activity.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to the above-named schools to conduct overnight student excursions on the Californian, Star of India and Voyage of Hope.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

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

**ITEM NUMBER:** LS-5 New Business  
Authorization to Enter into Special Education Master Contract with  
C.A.R.E.S.

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

Authorization is requested for approval of a Special Education Master Contract with C.A.R.E.S. in a not-to-exceed amount of \$4,500.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/11	\$ 922,175.00
C.A.R.E.S.	Not to exceed \$ 4,500.00
Total encumbered cost for all nonpublic schools/agencies	\$ 926,675.00

**ADMINISTRATIVE RECOMMENDATION**

It is recommended authorization be granted to approve a Master Contract with C.A.R.E.S. for the 2010-11 school year.

**La Mesa-Spring Valley School District  
GOVERNING BOARD AGENDA  
December 7, 2010**

**PREPARED BY:** Claudia Bender  
Assistant Superintendent, Human Resources

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

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The Human Resources recommendations which are attached for consideration at the December 7, 2010, Board of Education meeting are standard.

**ADMINISTRATIVE RECOMMENDATION**

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

1. Standard Human Resources Recommendations – December 7, 2010

**CERTIFICATED:**

Approval of Contract:

McGovern, Michele L.	Resource Specialist (temporary)	I-5	10/25/10 – 12/31/10
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Approval of Acceptance of Resignation:

Avery, Diane F.	Elementary Principal (retirement)		12/17/10
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Approval of Leave of Absence:

Laing, Julie V.	Severely Handicapped Teacher (family responsibilities) (reduce from 100% to 80%;20% on leave)		01/01/11
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Approval of Extension of Leave of Absence:

Hedgecock, Melissa A.	Teacher (child rearing)		01/01/11 – 06/10/11
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Approval of Change of Assignment:

Gastrich, Rae A.	From: Teacher		08/10/10
	To: Reading Specialist		

Approval of Change of Classification:

Walsh, Meghan M.	From: V-11	To: VI-11	11/01/10
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Approval of Contract Revision:

Espineli, Delyse	From: 60%	To: 80%	11/29/10
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**CLASSIFIED:**

Approval of Employment/Merit System:

Filatoff, Jacqueline	Accounting Specialist	64-C	11/10/10
Porter, Catherine R.	Senior Accountant	81-A	12/06/10

Approval of Employment:

Abraha, Eden B.	Playground Attendant	\$8.85/hr	11/11/10
Beck, Michelle E.	Extended School Services Attendant	\$10.18/hr	10/25/10
Biggers, Sabrina L.	Extended School Services Attendant	\$10.18/hr	11/17/10
Blue, Laiah R.	Student Helper	\$10.16/hr	11/16/10
Espanol, Kristen-Leigh	Extended School Services Attendant	\$10.18/hr	11/17/10
Gassman, Joyce A.	Playground Attendant	\$8.85/hr	10/04/10
Mathews, Cherie L.	Playground Attendant	\$8.85/hr	10/04/10
Peterson, Samantha M.	Extended School Services Attendant	\$10.18/hr	11/17/10

Saavedra, Briana M.	Extended School Services Attendant	\$10.18/hr	11/02/10
Smith, Brandon M.	Extended School Services Attendant	\$10.18/hr	11/11/10
Somerville, Andrew M.	Extended School Services Attendant	\$10.18/hr	10/20/10
Warlick, Ronda L.	Playground Attendant	\$8.85/hr	10/04/10

Approval of Termination of Employment:

Avalos, Monique L.	Extended School Services Attendant (further education)	11/19/10
Kennedy, Nancy L.	Playground Attendant (employment elsewhere)	10/08/10
Poirier, Dylan J.	Extended School Services Attendant (employment elsewhere)	11/19/10
Queja, Joshua B.	Extended School Services Attendant (employment elsewhere)	06/18/10
Sardina, Giovanni S.	Student Helper (reduction in staff)	06/18/10
Walkowiak, Katarzyna	Playground Attendant (employment elsewhere)	11/03/10

Approval of Acceptance of Resignation/Merit System:

Baldwin, Vicki L.	School Office Manager (retirement)	02/28/11
Helland, Jackie M.	School Bus Driver (retirement from leave)	12/30/10
Salas, Delia A.	Paraprofessional – Bilingual, and Parent/Community Liaison (retirement)	12/30/10

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

Birch Aquarium	Lecturer/Presenter (Bancroft)	08/12/10 – 06/10/11
Colonial Educators/Greg Miller	Lecturer/Presenter (La Mesa Dale)	05/19/11
Foster, Camille	Consultant (Special Education)	12/08/10 – 06/30/11
Gamez on Wheelz/David Dunn	After-School Program (Murdock)	01/10/11 – 06/17/11
Heritage Tours	Lecturer/Presenter (Rolando)	05/31/11
iThink School Assemblies/C. Furlong	Lecturer/Presenter (Rolando)	12/17/10
Kaiser Permanente	Lecturer/Presenter (Fletcher Hills)	03/09/11
Kern, Sandra	Short-Term Employment (Murdock)	11/01/10 – 06/10/11
Legacy Church/C. Gruber, B. Morgan	After-School Program (Parkway Middle)	01/11/11 – 04/07/11
Reed, Lori	Short-Term Employment (Murdock)	11/29/10 – 06/10/11
SPAWAR Systems Center Pacific	Lecturer/Presenter (La Presa Middle)	10/01/10 – 06/01/11
WLP Group	Lecturer/Presenter (Personnel Commission)	02/22/11

**MINUTES  
BOARD OF EDUCATION MEETING  
LA MESA-SPRING VALLEY SCHOOL DISTRICT  
REGULAR MEETING: November 3, 2010**

The meeting was called to order at 7:02 p.m. at the Education Service Center by the President, Dr. Turner.

**CALL TO ORDER**

The President led the Pledge of Allegiance to the Flag.

**PLEDGE OF ALLEGIANCE**

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

**ESTABLISHMENT OF  
QUORUM**

Board members absent: None

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

It was moved by Duff, seconded by Halgren, and carried unanimously to approve the minutes of the regular meeting of October 5, 2010, as presented.

**MINUTES  
Approved as presented**

**COMMUNICATIONS**

**COMMUNICATIONS**

Copy of the Agreement between CSEA, Chapter 419, and Board of Education

Agmt. between CSEA and Board of Education

Personnel Commission Annual Report for 2009-2010

Personnel Commission Annual Report

Memo from Claudia Bender, Assistant Superintendent, Human Resources, regarding a correction to HR-2, Standard Recommendations, regarding termination of a classified employee from a position title.

C. Bender, Asst. Supt., HR  
Correction to HR-2

PowerPoint for Budget Update Report

Budget Update PowerPoint

PowerPoint for Personnel Commission Report

Personnel Commission  
PowerPoint

Invitation to Jackson Park Playground Grand Re-Opening

Jackson Park Re-opening

**AGENDA**

**AGENDA**

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

Approved as presented

**HEARING SESSION**

**HEARING(S)**

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

General Education matters

Melanie Carter, Parent, Murdock Elementary School, expressed concern regarding budget cuts.

M. Carter, Parent, MUR  
Budget cuts

Jay Steiger, Parent, Murdock Elementary School, expressed hope the district can look at an effective business model that includes a low-cost way of helping students. Mr. Steiger also congratulated those returning Board members on their recent election victory and stated he looks forward to continuing to work with the District.

J. Steiger, Parent, MUR  
Election and budget

The President announced a hearing for anyone who wished to address the Board relating to the Agreement Between California School Employees Association (CSEA), Chapter 419, and the Board of Education. There being no one wishing to address the Board, the session was closed.

Agreement between CSEA and  
Board of Education

### **HUMAN RESOURCES RECOMMENDATIONS**

It was moved by Halgren, seconded by Baber, and carried unanimously to approve the Agreement between California School Employees Association (CSEA), Chapter 419, and the Board of Education.

**Agmt. between CSEA and  
Board of Education**  
Approved

### **REPORTS OF OFFICERS OF THE BOARD**

### **REPORTS**

Education Code section 45266 and Personnel Commission Rules and Regulations 20.400.3 require an annual report which reviews the activities of the Personnel Commission during the preceding year. Dr. T.R. Lin, Director, Classified Personnel, presented a summary of the 2009-10 annual report and responded to clarifying questions.

Personnel Commission Report

The Governor signed the budget on October 8, 2010, (100 days after it was due). It was noted the Governor line-item vetoed funding for AB 3632 (mental health services) which will now be challenged through the courts. There was discussion regarding election and proposition results, Governor Brown's education plan, and the economic outlook (national and local labor force, real estate and consumer confidence statistics). Major changes from the May Revision to the Final 2010-11 Budget were highlighted and there was discussion regarding cash flow and state deferrals (10 so far this year). David Yoshihara, Assistant Superintendent, Business Services, presented information regarding the budget and responded to clarifying questions.

Budget Update

### **NEW BUSINESS**

### **NEW BUSINESS**

It was moved by Winet, seconded by Halgren, and carried unanimously to schedule the Board's Organizational meeting on December 7, 2010.

**Board Organizational mtg.**  
Scheduled for 12/7/10

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

**Consent Calendar**  
Approved

Purchase Orders E21049 through E21379 totaling \$1,414,055.15

Purchase Orders

Warrants September 23, 2010 through October 20, 2010 totaling \$707,326.45

Warrants



Expenditures in the amount of \$101.30

Revolving Cash Fund  
Reimbursements from the  
General Fund

Travel of the person listed as attached

Travel

Ratification to Reaward 18 Items from Bid # FB9-09/10 for  
food staples, dry goods and refrigerated and frozen foods

Reaward items from food bid

Acceptance of SB 564 Financial Disclosure

SB 564 Financial Disclosure

Ratification to enter into a Renewed Lease Agreement with  
Alpha Kappa Alpha Head Start at Casa de Oro Elementary  
School

Renewed lease with Alpha  
Kappa Alpha Head Start at  
CDO

It was moved by Halgren, seconded by Winet, and carried unanimously  
to authorize staff to submit to the California Department of Education  
the 2009-10 Application for American Recovery and Reinvestment Act  
(AARA) Title I, Part A Funding.

**200910 AARA Application,**  
**Title I Part A Funding**  
Authorized

It was moved by Duff, seconded by Winet, and carried unanimously to  
accept the following gifts with thanks: \$1000.00 from the Jesus CEO  
Foundation to Kempton Elementary to be used to purchase classroom  
supplies; \$1000.00 from the Lindstrom Family Trust to La Mesa Dale  
Elementary to be used for school assemblies; and \$3465.00 from Murray  
Manor Elementary School PTA to Murray Manor Elementary to be used  
for school assemblies.

**Gifts – KEM, LMD & MUM**  
Accepted with thanks

It was moved by Halgren, seconded by Duff, and carried unanimously to  
authorize staff to conduct student excursions throughout the year with  
Spring Valley Middle School Band.

**Student excursions –**  
**SVMS Band**  
Authorized

It was moved by Duff, seconded by Halgren, and carried unanimously to  
authorize staff to develop, submit, and implement a Subaru Healthy  
Sprouts Award.

**Subaru Healthy Sprouts**  
**Award**  
Authorized

It was moved by Duff, seconded by Halgren, and carried unanimously to  
approve the 2010-2011 Single Plans for Student Achievement.

**2010-11 Single Plans**  
Approved

It was moved by Halgren, seconded by Winet, and carried unanimously  
to authorize staff to enter into a Memorandum of Understanding with  
Vocabulary Assessment Study in Education.

**MOU with Vocabulary**  
**Assessment Study in Ed.**  
Authorized

It was moved by Duff, seconded by Winet, and carried unanimously to  
authorize staff to enter into a Special Education Master Contract with  
NewBridge School.

**Special Education Master**  
**Contract w/NewBridge School**  
Authorized

#### **HUMAN RESOURCES RECOMMENDATIONS (cont.)**

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

**Human Resources**  
**Recommendations**  
Approved as amended

It was moved by Halgren, seconded by Duff, and carried unanimously to approve the following teacher assignment per Education Code Section 44258.3: Karen Dingwall – One period of Pre-Algebra at La Mesa Middle School.

**Teacher Assignment**  
Approved

It was moved by Halgren, seconded by Duff, and carried unanimously to certify the following managers as competent to evaluate teachers: Julie Banks, Principal, Loma Elementary; and Tylene Hicks, Vice Principal, La Presa Middle School.

**Managers as competent to  
evaluate teachers**  
Certified

It was moved by Halgren, seconded by Baber, and carried unanimously to adopt Resolution 10-11-11, eliminating the 100 percent (100%) FTE Human Resources Analyst classified position.

**Res. 11, Elimination of FTE  
for HR Analyst position**  
Adopted

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

Mr. Duff announced the Fifth Annual Intergenerational Games event was held at La Mesa Middle School on October 14 and, in addition to 75-80 children and 35-40 adults, was attended by Supervisor Dianne Jacob, Mayor Art Madrid, and Councilmembers Mark Arapostathis and Dave Allan. Philip Duff and Yvette Lewis, Olympic medal winners, were inspirational speakers.

Mr. Duff announced Dr. Roberta Flynn, American Red Cross, made a presentation on training for *Coping in Today's World* and what to do in stressful situations. Mr. Duff suggested this could be considered for teacher training at the middle school level.

Mr. Duff further announced he recently met with the Wellness Committee who is looking developing a policy regarding foods served in school and brought from home, as well as physical activities for children.

Mr. Baber announced the success of the Third Annual "Sustain La Mesa" Environmental Festival and Literacy/Art Contest. Mr. Baber commended Ronda Wood, Coordinator, Extended School Services, for her assistance in coordinating the Literacy and Art Contest.

Dr. Turner announced she visited a Special Education school in Tijuana last week with a group of educators. The school teaches daily living skills to students ages 14-22 and is supported by parent donations, grants and the business community (federal government only funds teacher salaries).

Dr. Turner announced she was invited to hear Diane Ravitch, education historian, speak locally on education reform from the bottom up and privatizing public education.

Mr. Duff announced he saw the film, *Waiting for Superman*, and was not impressed.

The Superintendent reported that Kathleen Brand, a District parent, is interested in developing the area behind Highlands Park, near La Mesa Middle School, and reintroducing native plant species through grant funding. Ms. Brand believes this area can eventually be used to educate students on the benefits of native vegetation, water conservation etc. Mr. Baber suggested a letter be written to the La Mesa Environmental Sustainability Commission, requesting the City work with Ms. Brand on this project.

At 9:35 p.m. the President announced a recess.

### **CLOSED SESSION**

At 9:48 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; Potential Litigation – two cases; and Public Employee Discipline/Dismissal/Release. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

At 10:41 the President reconvened the meeting and announced the Board took the following action in closed session:

It was moved by Duff, seconded by Halgren, and carried unanimously to suspend a classified employee for two (2) days (File 11-03-10-01).

The meeting was adjourned at 10:42 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 December 7, 2010.

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Bill Baber, Clerk of the Board of Education